



**BENICIA CITY COUNCIL  
CITY COUNCIL MEETING AGENDA**

**Benicia City Hall, 250 East L Street  
May 19, 2020  
7:00 PM**

**Coronavirus (Covid-19) Advisory Notice**

The Solano County Public Health Department has advised that non-essential gatherings should be canceled, postponed, or done remotely. Additional information is available at <http://www.solanocounty.com/depts/ph/ncov.asp>.

This meeting is necessary so that the City can continue to conduct its business and is considered an essential gathering. Consistent with Executive Orders No. 25-20 and No. 29-20 from the Executive Department of the State of California, the meeting will not be physically open to the public. Members of the City Council and staff will participate in this meeting via videoconferencing as permitted under Executive Orders No. 25-20 and No. 29-20.

As always, the public may submit public comments in advance and may view the meeting from home. Below is information on how to watch the meeting via cable and/or live stream and how to send in public comments that will be part of the public record.

How to Watch the Meeting:

- 1) Cable T.V. Broadcast on Channel 27
- 2) Livestream online at [www.ci.benicia.ca.us/agendas](http://www.ci.benicia.ca.us/agendas).

How to Submit Public Comments for this videoconferencing meeting:

Members of the public may provide public comments to the City Clerk by email at [lwolfe@ci.benicia.ca.us](mailto:lwolfe@ci.benicia.ca.us). Any comment submitted to the City Clerk should indicate what item of the agenda the comment relates to. Comments received by 3:00 pm will be electronically forwarded to the City Council and posted on the City's website. Comments received after 3:00 pm, but before the start time of the meeting will be electronically forwarded to the City Council, but will not be posted on the City's website. Comments received after the start time of the meeting, but prior to the close of the public comment period for an item will be read into the record, with a maximum allowance of 5 minutes per individual comment, subject to the Mayor's discretion. All comments should be limited to a

maximum of 750 words, which corresponds to approximately 5 minutes of speaking time. If a comment is received after the agenda item is heard, but before the close of the meeting, the comment will still be included as a part of the record of the meeting but will not be read into the record.

Additionally, the public may provide live public comment via Zoom on a particular agenda item during the public comment period for that item by calling into the number listed below and entering the Meeting ID number and password. After dialing in, you will automatically be placed on hold until the moderator releases your call to provide public comment. Your comments will be limited to 5 minutes. After you have made your comments the host will mute your audio.

Call in Number to Provide Public Comment via Zoom: 1-669-900-9128  
Meeting ID: 846 7719 8473  
Password: 072913

Any member of the public who needs accommodations should email City Clerk Lisa Wolfe at [lwolfe@ci.benicia.ca.us](mailto:lwolfe@ci.benicia.ca.us), who will use her best efforts to provide as much accessibility as possible while also maintaining public safety.

## **Call To Order**

### **1. Closed Session (6:00 P.M.)**

#### **1.A - CONFERENCE WITH LEGAL COUNSEL- ANTICIPATED LITIGATION**

**Pursuant to Government Code Section 54956.9(d)(2)**

**Number of Potential Cases: 1 (Historical Arsenal Park, LLC Government Code Claim on File with City Clerk's Office)**

#### **1.B - CONFERENCE WITH LEGAL COUNSEL- EXISTING LITIGATION**

**Pursuant to Government Code Section 54956.9(d)(1)**

**Name of Case: Catalli, et al. v. City of Benicia, et al., Case Number FCS053300**

### **2. Convene Open Session (7:00 P.M.)**

### **3. Roll Call**

### **4. Pledge Of Allegiance**

### **5. Reference To The Fundamental Rights Of The Public**

The fundamental rights of each member of the public can be found in the municipal code posted on the City's website per section 4.04.030 of the City of Benicia's Open Government Ordinance.

**6. Announcements**

**6.A - ANNOUNCEMENTS FROM CLOSED SESSION FROM 4/30/2020 AND 5/19/2020, IF ANY**

**6.B - OPENINGS ON BOARDS AND COMMISSIONS**

- Community Sustainability Commission
  - 1 Partial Term, Expiring July 31, 2021
  - 1 Partial Term, Expiring January 31, 2022
  - 1 Full Term, Expiring January 31, 2023
  - 1 Full Term, Expiring July 31, 2023
- Historic Preservation Review Commission
  - 2 Full Terms, Expiring January 31, 2024
- Housing Authority Board
  - 1 Full Term, Expiring January 31, 2024
  - 2 Tenant Terms, Expiring January 31, 2022
- Planning Commission
  - 1 Full Term, Expiring January 31, 2024
- Sky Valley Open Space Committee
  - 2 Full Terms, Expiring January 31, 2024
- Open Government Commission
  - 1 Full Term, Expiring January 31, 2024

**7. Proclamations**

**7.A - NATIONAL PUBLIC WORKS WEEK**

[Proclamation - National Public Works Week](#)

**7.B - MENTAL HEALTH MONTH**

[Proclamation - Mental Health Month](#)

**8. Appointments**

None

**9. Presentations**

None

## **10. Adoption Of Agenda**

## **11. Opportunity For Public Comments**

Members of the public may provide public comments to the City Clerk by email at [lwolfe@ci.benicia.ca.us](mailto:lwolfe@ci.benicia.ca.us). Any comment submitted to the City Clerk should indicate what item of the agenda the comment relates to. Comments received by 3:00 pm will be electronically forwarded to the City Council and posted on the City's website. Comments received after 3:00 pm, but before the start time of the meeting will be electronically forwarded to the City Council, but will not be posted on the City's website. Comments received after the start time of the meeting, but prior to the close of the public comment period for an item will be read into the record, with a maximum allowance of 5 minutes per individual comment, subject to the Mayor's discretion. All comments should be limited to a maximum of 750 words, which corresponds to approximately 5 minutes of speaking time. If a comment is received after the agenda item is heard, but before the close of the meeting, the comment will still be included as a part of the record of the meeting but will not be read into the record.

Additionally, the public may provide live public comment via Zoom on a particular agenda item during the public comment period for that item by calling into the number listed below and entering the Meeting ID number and password. After dialing in, you will automatically be placed on hold until the moderator releases your call to provide public comment. Your comments will be limited to 5 minutes. After you have made your comments the host will mute your audio.

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Meeting ID: 846 7719 8473  
Password: 072913

## **12. Written Comment**

## **13. Public Comment**

## **14. Consent Calendar**

Items listed on the Consent Calendar are considered routine and will be enacted, approved or adopted by one motion unless a request for removal or explanation is received from a Council Member, Staff or member of the public. Items removed from the Consent Calendar shall be considered immediately following the adoption of the Consent Calendar.

### **14.A - APPROVAL OF CITY COUNCIL MINUTES FROM MAY 5, 2020 (City Clerk)**

Recommendation:  
Approve the minutes.

[May 5, 2020 City Council Meeting Minutes](#)

#### **14.B - APPROVAL OF AGREEMENT WITH BEN NOBLE FOR PLANNING SERVICES (Community Development Director)**

The City was awarded \$160,000 of reimbursable grant funding to rezone an existing commercial corridor at the intersection of Military East and East Fifth to a new mixed-use zone district that would expand housing development opportunity within the City. To achieve this end, the City must select a consultant to conduct community outreach, develop objective design standards for the new district, amend the Benicia Municipal Code and General Plan, and conduct the related environmental review. Through a competitive application process, the Planning Division has selected Ben Noble to perform these technical planning tasks.

Recommendation:

Move to adopt a resolution (Attachment 1) approving a consultant agreement with Ben Noble (Attachment 2) for technical planning services related to the creation of a new mixed use zone district and related rezone, for a total cost of \$160,000, and authorizing the City Manager to sign the agreement.

[Staff Report - Agreement with Ben Noble for Planning Services](#)

[1. Resolution - Agreement with Ben Noble for Planning Services](#)

[2. Agreement with Ben Noble](#)

#### **14.C - PURCHASE OF TWO PORTABLE GENERATORS FOR WASTEWATER TREATMENT PLANT EMERGENCY OPERATIONS (Public Works Director)**

There are 23 sewage lift stations within the City of Benicia that convey sewage to the Wastewater Treatment Plant (WWTP). Portable generators are required to operate these stations during power outages or extended electrical maintenance events. The two generator units being requested, made by Multiquip, Inc., will replace the two existing portable generators that no longer comply with Bay Area Air Quality Management District (BAAQMD) standards.

Recommendation:

Move to adopt a resolution (Attachment 1) authorizing the purchase of two portable generators manufactured by Multiquip, Inc. for the Public Works Department in the amount of \$100,341.75 and authorizing the City Manager to sign the purchase order on behalf of the City.

[Staff Report - Purchase of Two Portable Generators](#)

[1. Resolution - Purchase of Two Portable Generators](#)

#### **14.D - APPROVAL OF TASK ORDER NO. 3 WITH GHILOTTI CONSTRUCTION, INC. FOR POTHOLING WORK (Public Works Director)**

City staff engaged the services of Ghilotti Construction, Inc. to pothole potential areas where an emergency shut-off valve could be installed on the City's treated water supply pipeline to the water

distribution system, which will aid City staff during emergencies. Ghilotti Construction, Inc. also provided the shut-off valve and steel plates for the City's use. The proposed action approves a task order to the On-Call Agreement with Ghilotti Construction, Inc.

Recommendation:

Move to adopt a resolution (Attachment 1) approving Task Order No. 3 (Attachment 2) with Ghilotti Construction, Inc. for potholing exploration work related to a future shut-off valve installation and providing the shut-off valve to the City for a cost of \$67,381.68 and authorizing the City Manager to execute the task order on behalf of the City.

[Staff Report - Task Order No. 3 with Ghilotti Construction, Inc.](#)

[1. Resolution - Task Order No. 3 with Ghilotti Construction, Inc.](#)

[2. Task Order No. 3 with Ghilotti Construction, Inc.](#)

[3. On-Call Emergency Construction Contract and Amendment with Ghilotti Construction, Inc.](#)

#### **14.E - PUBLIC ART SELECTIONS (Director of Library and Cultural Services)**

The Arts & Culture Commission brings forward three additional proposed public art pieces to be installed on existing wood benches at the Library; and on an existing metal bench on the First Street Promenade.

Recommendation:

Move to approve the recommendation of the Arts & Culture Commission (ACC) for public art pieces selected through the Public Art Program process (See Attachments 1 & 2), which will decorate three benches owned by the City.

[Staff Report - Public Art Selections](#)

[1. Bill Gian - Library Arbor Benches](#)

[2. Kathy Oja - First Street Promenade Bench](#)

#### **14.F - APPROVAL TO WAIVE THE READING OF ALL ORDINANCES INTRODUCED OR ADOPTED PURSUANT TO THIS AGENDA (City Attorney)**

### **15. Business Items**

#### **15.A - DEBT RETIREMENT FOR THE WASTEWATER INFLOW AND INFILTRATION IMPROVEMENT PROJECT (Public Works Director)**

This report recommends authorizing the City Manager to execute the full repayment of the City's loan with the State Water Resources Control Board (SWRCB) for the Wastewater Inflow and Infiltration

Improvement Project (Project) in the not to exceed amount of \$4,000,000, saving the City approximately \$270,000 in interest payments. Additionally, staff recommends authorizing the Public Works Director to submit the Letter of Intent as required by the loan agreement.

Recommendation:

Move to adopt the resolution (Attachment 1) authorizing the debt retirement of SWRCB Agreement No. 03806-550-0 for the Project in the not to exceed amount of \$4,000,000, as well as the needed budget adjustment, and authorizing the Public Works Director to sign all documents required to retire the Loan, including the Letter of Intent (Attachment 2).

[Staff Report - Debt Retirement](#)

[1. Resolution - Debt Retirement](#)

[2. Letter of Intent](#)

**15.B - CLIMATE EMERGENCY RESOLUTION (City Manager)**

At its September 3, 2019 meeting, the City Council agreed to discuss a request from Mayor Patterson as part of the two-step process to consider adopting the Climate Emergency Resolution. This was discussed at the February 4, 2020 Special City Council meeting, and the Council established a subcommittee to revise the resolution. This subcommittee has completed its revisions and the Climate Emergency Resolution has been brought for the Council's consideration.

Recommendation:

Move to adopt the Climate Emergency Resolution (Attachment 1), endorsing the declaration of a climate emergency and requesting regional collaboration on an immediate mobilization effort to restore a safe climate.

[Staff Report - Climate Emergency Resolution](#)

[1. Resolution - Climate Emergency](#)

[2. Two-Step Request, Mayor Patterson](#)

**16. Council Member Committee Reports:**

(Council Member serve on various internal and external committees on behalf of the City. Current agendas, minutes and meeting schedules, as available, from these various committees are included in the agenda packet. Oral reports by the Council Members are made only by exception.)

**16.A - COUNCIL MEMBER COMMITTEE REPORTS**

[Committee Reports](#)

**17. Adjournment (9:00 P.M.)**



## **Public Participation**

The Benicia City Council and its Boards and Commissions welcome public participation.

Pursuant to the Brown Act, each public agency must provide the public with an opportunity to speak on any matter within the subject matter jurisdiction of the agency and which is not on the agency's agenda for that meeting. The City Council allows speakers to speak on non-agendized matters under public comment, and on agendized items at the time the agenda item is addressed at the meeting. Comments are limited to no more than five minutes per speaker. By law, no action may be taken on any item raised during the public comment period although informational answers to questions may be given and matters may be referred to staff for placement on a future agenda of the City Council.

Should you have material you wish to enter into the record, please submit it to the City Manager.

## **Disabled Access or Special Needs**

In compliance with the Americans with Disabilities Act (ADA) and to accommodate any special needs, if you need special assistance to participate in this meeting, please contact Alan Shear, the ADA Coordinator, at (707) 746-4200. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to the meeting.

## **Meeting Procedures**

All items listed on this agenda are for Council discussion and/or action. In accordance with the Brown Act, each item is listed and includes, where appropriate, further description of the item and/or a recommended action. The posting of a recommended action does not limit, or necessarily indicate, what action may be taken by the City Council.

Pursuant to Government Code Section 65009, if you challenge a decision of the City Council in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City Council at, or prior to, the public hearing. You may also be limited by the ninety (90) day statute of limitations in which to challenge in court certain administrative decisions and orders (Code of Civil Procedure 1094.6) to file and serve a petition for administrative writ of mandate challenging any final City decisions regarding planning or zoning.

The decision of the City Council is final as of the date of its decision unless judicial review is initiated pursuant to California Code of Civil Procedures Section 1094.5. Any such petition for judicial review is subject to the provisions of California Code of Civil Procedure Section 1094.6.

## **Public Records**

The agenda packet for this meeting is available at the City Manager's Office and the Benicia Public Library during regular working hours. To the extent feasible, the packet is also available on the City's web page at [www.ci.benicia.ca.us](http://www.ci.benicia.ca.us) under the heading "Agendas and Minutes." Public records related to an open session agenda item that are distributed after the agenda packet is prepared are available before the meeting at the

City Manager's Office located at 250 East L Street, Benicia, or at the meeting held in the Council Chambers. If you wish to submit written information on an agenda item, please submit to the City Clerk as soon as possible so that it may be distributed to the City Council. A complete proceeding of each meeting is also recorded and available through the City Clerk's Office.

<b>Contact Your Council Members</b>
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If you would like to contact the Mayor or a Council Member, please call the number listed below to leave a voicemail message.

Mayor Patterson: 746-4213

Vice Mayor Strawbridge: 746-4213

Council Member Campbell: 746-4213

Council Member Young: 746-4213

Council Member Largaespada: 746-4213



# PROCLAMATION

IN RECOGNITION OF

## National Public Works Week May 17-23, 2020

### “The Rhythm of Public Works”

**WHEREAS**, public works professionals focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well-being of the people of the City of Benicia; and

**WHEREAS**, these infrastructure, facilities and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers and employees at all levels of government and the private sector, who are responsible for rebuilding, improving and protecting our nation’s transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and

**WHEREAS**, it is in the public interest for the citizens, civic leaders and children in the City of Benicia to gain knowledge of and to maintain a progressive interest and understanding of the importance of the public works and public works programs in their respective communities; and

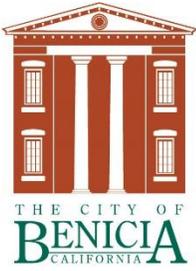
**WHEREAS**, the year 2020 marks the 60<sup>th</sup> annual National Public Works Week sponsored by the American Public Works Association.

**NOW, THEREFORE, BE IT RESOLVED THAT I**, Elizabeth Patterson, Mayor of the City of Benicia, and on behalf of the City Council of the City of Benicia, hereby proclaim the week of May 17-23, 2020, as National Public Works Week. I urge all citizens to join with representatives of the American Public Works Association and government agencies in paying tribute to our public works professionals, engineers, managers and employees and to recognize the substantial contributions they make to protecting our national health, safety, and quality of life.



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Elizabeth Patterson, Mayor  
May 19, 2020



# PROCLAMATION

IN RECOGNITION OF

## Mental Health Month May 2020

**WHEREAS**, mental health is essential to everyone's overall health and well-being; and

**WHEREAS**, all Americans experience times of difficulty and stress in their lives; and

**WHEREAS**, there is a strong body of research that supports specific tools that all Americans can use to better handle challenges and protect their health and well-being; and

**WHEREAS**, mental health conditions are real and prevalent in our nation; and

**WHEREAS**, with early and effective treatment, those individuals with mental health conditions can recover and lead full, productive lives; and

**WHEREAS**, each business, school, government agency, healthcare provider, organization and citizen shares the burden of mental health problems and has a responsibility to promote mental wellness, support prevention efforts, and strive to eliminate stigma and discrimination.

**NOW, THEREFORE, BE IT RESOLVED THAT I**, Elizabeth Patterson, Mayor of the City of Benicia, and on behalf of the City Council of the City of Benicia, hereby proclaim May 2020 to be Mental Health Month and call upon the citizens, government agencies, public and private institutions, businesses and schools in Solano County to recommit our community to increasing awareness and understanding of mental health, the steps our citizens can take to protect their mental health, and the need for appropriate and accessible services for all people with mental health conditions.

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Elizabeth Patterson, Mayor  
May 19, 2020



**DRAFT**

MINUTES OF THE  
REGULAR MEETING – CITY COUNCIL  
MAY 5, 2020  
7:00 PM

City Council Chambers, City Hall, 250 East L Street, complete proceedings of which are recorded on tape. These are action minutes; a full video is available online at [www.ci.benicia.ca.us/agendas](http://www.ci.benicia.ca.us/agendas).

**CORONAVIRUS (COVID-19) ADVISORY NOTICE**

**CALL TO ORDER**

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

1) **CONVENE OPEN SESSION (7:00 P.M.)**

2) **ROLL CALL**

All Council Members were present.

3) **PLEDGE OF ALLEGIANCE**

4) **REFERENCE TO THE FUNDAMENTAL RIGHTS OF THE PUBLIC**

5) **ANNOUNCEMENTS**

**5.A - OPENINGS ON BOARDS AND COMMISSIONS**

6) **PROCLAMATIONS**

7) **APPOINTMENTS**

8) **PRESENTATIONS**

9) **ADOPTION OF AGENDA**

Lorie Tinfow, City Manager, stated that Staff would be pulling item 13.B from the Consent Calendar to make a correction.

On motion of Council Member Largaespada, seconded by Vice Mayor Strawbridge, Council approved the Adoption of the Agenda, as amended, on a roll call by the following vote:

**DRAFT**

Ayes: Council Member Campbell, Council Member Largaespada, Vice Mayor Strawbridge, Council Member Young, Mayor Patterson  
Noes: (None)

**10) OPPORTUNITY FOR PUBLIC COMMENTS**

**12) PUBLIC COMMENT**

Council Member Campbell - Council Member Campbell asked for an update on the economic recovery task force that Council discussed at the last City Council meeting. Ms. Tinfow stated staff was working on it and would provide an update soon.

**11) WRITTEN COMMENT**

Two items received specific to agenda items. They will be read into the record when the agenda item is discussed.

**12) PUBLIC COMMENT**

1. Council Member Campbell - Council Member Campbell asked for an update on the economic recovery task force that Council discussed at the last City Council meeting. Ms. Tinfow stated staff was working on it and would provide an update soon.

**13) CONSENT CALENDAR**

**13.A - APPROVAL OF CITY COUNCIL MINUTES FROM APRIL 21, 2020  
(City Clerk)**

April 21, 2020 City Council Meeting Minutes 

**13.B - ADOPTION OF A NEW JOB DESCRIPTION AND UPDATED SALARIES FOR PUBLIC WORKS AND THE FIRE DEPARTMENT  
(Human Resources Manager)**

Staff Report - Job Description and Updated Salaries   
1. Resolution - Job Description and Updated Salaries   
2. Job Description - Fire Lieutenant 

**RESOLUTION 20-41 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA APPROVING THE JOB DESCRIPTION AND SALARY RANGE FOR FIRE LIEUTENANT AND A HIGHER SALARY RANGE FOR COMMUNITY PRESERVATION OFFICER**

Lorie Tinfow, City Manager, stated that a resolution had been amended. Staff only want to focus on changes to the Fire Department. The salaries for public works positions need more information. She read the amended resolution into the record.

**DRAFT**

Council Member Young and Staff discussed the position in the Fire Department was a temporary position funded by the grant.

Public Comment:

None

On motion of Council Member Largaespada, seconded by Council Member Young, Council approved the adoption of Resolution 20-41, as amended, on a roll call by the following vote:

Ayes: Council Member Campbell, Council Member Largaespada, Vice Mayor Strawbridge, Council Member Young, Mayor Patterson

Noes: (None)

**13.C - REQUEST FOR FUNDING FOR ACTIVE TRANSPORTATION PROGRAM SAFE ROUTES TO SCHOOLS PROJECT (Public Works Director)**

Staff Report - Funding Request for ATP Safe Routes to Schools Project 

1. Resolution - Approval of Funding Request for ATP SR2S Project 

**RESOLUTION 20-42 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA APPROVING A REQUEST FOR FUNDING FOR THE ACTIVE TRANSPORTATION PROGRAM SAFE ROUTES TO SCHOOLS PROJECT**

Vice Mayor Strawbridge spoke in support of this agenda item. She and Staff discussed an update on the turn signal at the intersection of West 7th and Military. The contractor is procuring materials for the project. They hoped to start the project this week or next week.

Public Comment: (Written comments received and read into the record by Lisa Wolfe, City Clerk)

1. Diane Dooley - Ms. Dooley submitted a letter in support of the proposed agenda item. (copy on file)

On motion of Council Member Largaespada, seconded by Vice Mayor Strawbridge, Council approved the adoption of Resolution 20-42, on a roll call by the following vote:

Ayes: Council Member Campbell, Council Member Largaespada, Vice Mayor Strawbridge, Council Member Young, Mayor Patterson

Noes: (None)

**13.D - AWARD OF CONSTRUCTION CONTRACT FOR THE WATER TREATMENT PLANT UTILITY WATER SYSTEM IMPROVEMENT PROJECT (Public Works Director)**

**DRAFT**

- Staff Report - Water Treatment Plant Utility Water System Improvement Project   
1. Resolution - Water Treatment Plant Utility Water System Improvement Project   
2. Construction Contract – Bartley Pump PM, LLC 

**RESOLUTION 20-39 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA ACCEPTING THE BIDS FOR THE WATER TREATMENT PLANT UTILITY WATER SYSTEM IMPROVEMENT PROJECT, AWARDED TO BARTLEY PUMP PM, LLC. OF SANTA ROSA, CA, IN THE AMOUNT OF \$218,686.61 AND AUTHORIZING THE CITY MANAGER TO SIGN THE CONTRACT AND ANY CHANGE ORDERS ON BEHALF OF THE CITY NOT-TO-EXCEED \$240,555.27, WHICH INCLUDES A 10% CONSTRUCTION CONTINGENCY OF \$21,868.66**

- 13.E - A RESOLUTION RATIFYING THE ORDER OF THE DIRECTOR OF EMERGENCY SERVICES (CITY MANAGER) OF THE CITY OF BENICIA REGARDING BUSINESS INTERRUPTIONS STEMMING FROM PHYSICAL LOSS AND/OR DAMAGE TO PROPERTIES WITHIN THE CITY OF BENICIA (City Attorney)**

- Staff Report - Resolution Ratifying Emergency Services Order 20-2   
1. Resolution - Ratifying Emergency Services Order 20-2   
2. Emergency Services Order 20-2 

**RESOLUTION 20-40 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA REGARDING BUSINESS INTERRUPTIONS STEMMING FROM PHYSICAL LOSS AND/OR DAMAGE TO PROPERTIES WITHIN THE CITY OF BENICIA**

- 13.F - APPROVAL TO WAIVE THE READING OF ALL ORDINANCES INTRODUCED OR ADOPTED PURSUANT TO THIS AGENDA (City Attorney)**

Council pulled items 13.B and 13.C for discussion.

On motion of Council Member Largaespada, seconded by Vice Mayor Strawbridge, Council approved the adoption of the Consent Calendar, as amended, on a roll call by the following vote:

Ayes: Council Member Campbell, Council Member Largaespada, Vice Mayor Strawbridge, Council Member Young, Mayor Patterson  
Noes: (None)

**14) BUSINESS ITEMS**

**DRAFT**

**14.A - APPROVE THE CONTRACT WITH MIRROR CONSULTING GROUP, LLC TO DRAFT A PLAN FOR THE CREATION OF A JOINT POWERS AGREEMENT FORMING THE SOLANO COUNTY REGIONAL RADIO COMMUNICATIONS SYSTEM (Police Chief)**

Staff Report - JPA Agreement Forming the Solano County Regional Radio Communications System

1. Resolution - JPA Agreement Forming the Solano County Regional Radio Communications System
2. Agreement with Mirror Consulting, LLC
3. Letter of Agreement
4. Letters of Support

**RESOLUTION 20-43 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA AUTHORIZING AN INCREASE IN THE POLICE GENERAL FUND BUDGET, APPROVING AN AGREEMENT WITH MIRROR CONSULTING GROUP, LLC TO DRAFT A PLAN FOR THE CREATION OF A JOINT POWERS AGREEMENT FORMING THE SOLANO COUNTY REGIONAL RADIO COMMUNICATION SYSTEM, AND AUTHORIZING THE CITY MANAGER TO SIGN THE AGREEMENT AND ANY CHANGE ORDERS ON BEHALF OF THE CITY NOT TO EXCEED \$212,003, WHICH INCLUDES A 15% CONTINGENCY OF \$27,653**

Erik Upson, Police Chief, reviewed the staff report.

Council Member Campbell spoke in support of the proposed item.

Vice Mayor Strawbridge spoke in support of the proposed item.

Council Member Young discussed the need for seamless communication throughout the counties, why the current JPA with Contra Costa County didn't include all of Solano County and not just Benicia, the staffing requirements for the JPA, and the proposed need to hire an executive director.

Council Member Largaespada discussed support for the proposed item. He and Staff discussed whether this would make the City more grant-worthy for other grants and funds (yes).

Mayor Patterson and Staff discussed what benefits this would provide all the cities in Solano County, and how inter-communications would be improved with other municipalities.

**Public Comment:** (Written comments received and read into the record by Lisa Wolfe, City Clerk)

1. Anthony Velasquez, Solano County Fire Chiefs Association - Mr. Velasquez submitted a letter in support of the proposed agenda item. (copy on file)

## **DRAFT**

On motion of Council Member Largaespada, seconded by Council Member Young, Council approved the adoption of Resolution 20-43, on a roll call by the following vote:

Ayes: Council Member Campbell, Council Member Largaespada, Vice Mayor Strawbridge, Council Member Young, Mayor Patterson

Noes: (None)

### **14.B - GENERAL FUND FINANCIAL FORECAST IN RESPONSE TO COVID-19 PANDEMIC (Finance Director)**

[Staff Report - General Fund Financial Forecast in Response to COVID-19 Pandemic](#) 

#### [1. General Fund Financial Forecast](#)

Cindy Mosser, Finance Director, reviewed the staff report.

Council Member Largaespada and Staff discussed the V, L, and W shaped recovery, this being a service-sector recession, fourth quarter sales tax revenues, and whether it was possible to get budget options when the budget is brought back to Council.

Mayor Patterson discussed the potential for the CARES Act for the City, which would make a huge difference for the City. It would be helpful to understand the interconnectedness with the economy.

Council Member Young and Staff discussed whether Staff provided a worst-case scenario, property tax, property sales, home valuations, utility users tax, charges for services, and salaries.

Vice Mayor Strawbridge and Staff discussed the effects on businesses in the City, what changes could be made as of Friday when the next phase allows for some businesses to open up, Amazon sales tax, businesses that had received the Payroll Protection Plan funds, and the need to help guide businesses in the City through this process. Vice Mayor Strawbridge suggested consulting with a realtor on the issue of future projected home sales.

Mayor Patterson suggested waiting on some things until June when more data is available. She and Staff discussed the difference between the loss of sales and the loss of sales tax. Mayor Patterson discussed the increase to restaurant activity and would like to see a trend analysis for the next fiscal year.

Council Member Campbell and Staff discussed the issue of property tax, the Payroll Protection Plan, unemployment, what the economy will look like in September/October, property tax decreases, the \$6 million in carryover funds listed in the staff report and how much could be pushed out further, pension trust monies, and the possibility the situation is not as bleak as it looks.

## DRAFT

Mayor Patterson summarized that she heard there was a request for budget options and different scenarios, the need to make sure that we have stuff to invest in economic activity, with the sales tax loss and the ridge loan and the need to make sure we recognize it for that (and how we will get the sales tax for the period between now and June), the need to keep in mind that the PERS payments will continue to go up.

Mayor Patterson discussed the lack of understanding of the interconnectedness between people and all categories of income. She is not as optimistic regarding not losing on the property values. We need to look at the complexity of the economy. Benicia is in a special place, but we are also part of a big system.

Public Comment: (written comments submitted and read into the record)

1. Terry Scott - Mr. Scott submitted a comment regarding what would happen to the economy if there was a rebound of the pandemic.

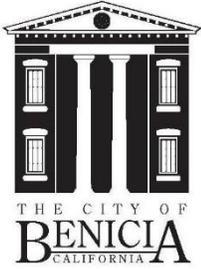
On motion of Council Member Largaespada, seconded by Vice Mayor Strawbridge, Council approved the acceptance of the General Fund Financial Forecast for Fiscal Years 2019-2021 as shown in Attachment 1, on a roll call by the following vote:

Ayes: Council Member Campbell, Council Member Largaespada, Vice Mayor Strawbridge, Council Member Young, Mayor Patterson

Noes: (None)

### 15) ADJOURNMENT (9:15 P.M.)

Mayor Patterson adjourned the meeting at 9:07 p.m.



**AGENDA ITEM  
CITY COUNCIL MEETING DATE – MAY 19, 2020  
CONSENT CALENDAR**

**TO** : City Manager

**FROM** : Community Development Director

**SUBJECT** : **APPROVAL OF AGREEMENT WITH BEN NOBLE FOR PLANNING SERVICES**

**EXECUTIVE SUMMARY:**

The City was awarded \$160,000 of reimbursable grant funding to rezone an existing commercial corridor at the intersection of Military East and East Fifth to a new mixed-use zone district that would expand housing development opportunity within the City. To achieve this end, the City must select a consultant to conduct community outreach, develop objective design standards for the new district, amend the Benicia Municipal Code and General Plan, and conduct the related environmental review. Through a competitive application process, the Planning Division has selected Ben Noble to perform these technical planning tasks.

**RECOMMENDATION:**

Move to adopt a resolution (Attachment 1) approving a consultant agreement with Ben Noble (Attachment 2) for technical planning services related to the creation of a new mixed use zone district and related rezone, for a total cost of \$160,000, and authorizing the City Manager to sign the agreement.

**BUDGET INFORMATION:**

The total cost of Ben Noble’s services is \$159,954, but this number has been rounded up to \$160,000, which is the amount of reimbursable project funding that has been awarded to the City by the California Housing and Community Development Department (HCD). An additional \$25,280 is the cost of three optional tasks associated with Ben Noble’s execution of the rezone project. Staff is not requesting funding for these tasks at this time, but may seek an additional source of funding to augment the project with these additional services. Costs associated with this project will be fully reimbursed by HCD at designated project milestones, up to the amount of \$160,000. To facilitate this project, the Council must approve an increase to the grant fund revenue budget of \$160,000 in account 210-4010-5340 and an increase to the grant fund expenditure budget of \$160,000 in account 210-4010-7008.

**BACKGROUND:**

*Project Funding*

On November 5, 2019, the City Council authorized the submission of a grant application to the California Housing and Community Development Department (HCD) for funding made available

through Senate Bill 2 (SB2). The intent of these funds was to support planning-related activities that would result in more housing development opportunities. If a City could show that their project would result in increased or streamlined housing development opportunities, they were eligible for non-competitive funding according to the size of the jurisdiction. Benicia was awarded \$160,000, the maximum amount that the City was eligible for, on February 6, 2020. All funded activities must be completed by February 2022 to allow sufficient time for final reimbursement before the expiration of the awarded grant funds.

### *Project Overview*

The City of Benicia will establish a new mixed-use zone district to allow by-right mixed use or multi-family housing production, subject to objective zoning and design standards that would be developed in conjunction with this zone district. The proposed project area encompasses approximately 13.5 acres of an existing commercial corridor at the intersection of Military East and East Fifth Street. The intention of the proposal is to establish zoning that will accommodate new multi-family housing in the area, which could serve a range of incomes and occupants, as it is accessible within a one-half mile distance of the Downtown core and adjoins existing bus transit service.

The study area is conceptual and may be modified, reduced or expanded as the City collects community input and embarks on the development of the zone district. The project will include community outreach, an amendment to the General Plan, an amendment to the Zoning Ordinance, and environmental review in accordance with the California Environmental Quality Act (CEQA). Current information on this initiative may be found at [www.ci.benicia.ca.us/housing](http://www.ci.benicia.ca.us/housing) for the duration of the project.

### *Consultant Selection*

The Planning Division is comprised of three planners: a Planning Manager, an Associate Planner, and an Assistant Planner. The division's ability to take on a project like the new mixed-use zone district is limited due to staffing constraints. Additionally, the complexities of this project will be more efficiently handled by industry specialists. By contracting out this work to a qualified consulting team, the Planning Division can commit to the grant timeline, while ensuring that this project will not interfere with the timely review of planning applications or the execution of other planning responsibilities.

In February 2020, a Request for Proposals from qualified consultants was released, and the application period closed on March 9, 2020. The City received three proposals and extended interviews to all three applicants after reviewing the proposals. Interviews were conducted by City staff in late March. Following the interviews, the consultants were ranked according to the following criteria: Overall Qualifications, Ability to Carry Out and Manage Project, Capabilities of Consultant Organization and/or Team, Public Engagement Approach, The Proposer and/or Team's Proximity to the Project, and Cost. Based on these criteria, Ben Noble was selected as the most qualified consultant to execute the proposed project.

### *Ben Noble*

Ben Noble is an independent City and Regional Planning Consultant, and in order to execute all aspects of the Mixed-Use Zone District Project, he has indicated that he will rely on the services of two subcontractors. These subcontractors include Bottomley Design & Planning, for supporting graphic design work, and Doug Herring & Associates, for the project's environmental review. The project timeline and project cost proposed by Ben Noble fits within the parameters of the awarded grant funds.

The City previously entered into a contract with consultant Ben Noble to amend the City’s ADU Ordinance, to create objective planning standards for multi-family and mixed-use development (currently underway), and to revise the City’s Design Review procedures. Through these projects, he has demonstrated an ability to productively engage community members in the planning process by leading community outreach meetings, and he has also produced quality text amendments and community outreach materials for the City.

**NEXT STEPS:**

If this contract is awarded, staff will work with the selected consultant to begin work on the East 5th and Military Mixed Use Zoning District Study immediately. Community outreach is scheduled to begin this summer and a City Council Study Session on the project is tentatively scheduled for next winter. The project must be completed by the end of February 2022 as a condition of grant funding.

**ALTERNATIVE ACTIONS:**

If no action is taken, the City is at risk of falling behind on the timely execution of the East 5th and Military Mixed Use Zoning District Study. If this project is not completed within the timeline of the awarded grant, the City risks losing funding for part or all of the project.

<b>General Plan</b>	<p>Goal 2.1: Preserve Benicia as a small-sized city.</p> <ul style="list-style-type: none"> <li>➤ Policy 2.1.7: The City shall promote compact urban development within the Urban Growth Boundary (UGB) and shall encourage development of public, semi-public, active recreational and all other uses deemed desirable for the community inside the UGB.</li> </ul>
	<p>Goal 2.13: Support the economic viability of existing commercial centers.</p> <ul style="list-style-type: none"> <li>➤ Policy 2.13.1: Direct new commercial ventures first, towards Downtown, and second, to other existing economic centers (instead of dispersing resources to new areas).</li> <li>➤ Policy 2.13.2: Preclude extension of the existing commercial development east long Military East and south along East Fifth Street.</li> </ul>
	<p>Housing Element Goal 1: Benicia shall be an active leader in attaining the goals of the City’s Housing Element</p> <ul style="list-style-type: none"> <li>➤ Policy 1.01: To the extent possible and within the City’s control, the City shall facilitate the production of housing that is affordable to people with a wide range of incomes. <ul style="list-style-type: none"> <li>○ Program 1.12: Continue to reduce the cost of providing affordable housing (<i>excerpt below</i>): <ul style="list-style-type: none"> <li>▪ Provide a fast-track processing procedure for projects with extremely low-, very low-, low- and moderate-income affordable housing units.</li> </ul> </li> </ul> </li> </ul>

<b>Priority Based Budgeting</b>	<b>Strategic City Result Impacted by this Agenda Item</b>
	<p>The City Council and community identified six (6) key “Results” that establish the key goals for which the City of Benicia aspires to achieve with our programs and services. Agenda Items often influence multiple Results, the primary Result impacted by this Agenda Item is (please check one):</p> <p> <input type="checkbox"/> Protect Community Health &amp; Safety  <input checked="" type="checkbox"/> Maintain &amp; Enhance A High Quality of Life  <input type="checkbox"/> Preserve &amp; Enhance Infrastructure  <input type="checkbox"/> Strengthen Economic &amp; Fiscal Conditions  <input type="checkbox"/> Protect &amp; Enhance the Environment  <input type="checkbox"/> High Performing Government </p>
	<b>City Programs Impacted by This Agenda Item (Top 3):</b>
	<ol style="list-style-type: none"> <li>1. Housing Element Implementation</li> <li>2. Zoning Administration and Amendments</li> <li>3. Grant Writing and Administration</li> </ol>
	<b>Priority Based Budgeting (PBB) Website:</b>
	Coming soon in Spring 2020 will be a link to the City of Benicia’s PBB website to learn more about these programs and their costs.

<b>CEQA Analysis</b>	Authorization of a contract is not a project under Section 15378 (b) of the CEQA Guidelines, which excludes administrative activities of governments. Therefore, it is not subject to CEQA under Guidelines Section 15060 (c).
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**ATTACHMENTS:**

1. Resolution – Agreement with Ben Noble for Planning Services
2. Agreement with Ben Noble

*For more information contact: Brad Misner, Community Development Director  
Phone: (707) 746-4280  
E-mail: [bmisner@ci.benicia.ca.us](mailto:bmisner@ci.benicia.ca.us)*

**RESOLUTION NO. 20-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA APPROVING AN AGREEMENT WITH BEN NOBLE, CITY AND REGIONAL PLANNING CONSULTANT, FOR TECHNICAL PLANNING SERVICES FOR \$160,000 AND AUTHORIZING THE CITY MANAGER TO SIGN THE AGREEMENT ON BEHALF OF THE CITY**

**WHEREAS**, the City has been awarded \$160,000 of reimbursable funding by the California Housing and Community Development Department (HCD) to create a new mixed-use zone district and rezone an existing commercial corridor at the intersection of Military East and East Fifth Street to increase opportunities for housing production in Benicia; and

**WHEREAS**, the City publicly released a Request for Proposals (RFP) document, and objectively reviewed the qualifications of three consultants that submitted proposals for the project; and

**WHEREAS**, the City determined that Ben Noble was the most qualified consultant through the RFP process, based on the following criteria: Overall Qualifications, Ability to Carry Out and Manage Project, Capabilities of Consultant Organization and/or Team, Public Engagement Approach, The Proposer and/or Team's Proximity to the Project, and Cost; and

**WHEREAS**, the City has previously contracted Ben Noble for technical planning support related to revisions to the ADU Ordinance, the development of Objective Planning Standards for Mixed Use and Multi-Family Development, and for revisions to the City's Design Review process; and

**WHEREAS**, contracting a specialized consulting team will ensure a high-quality work product and will prevent planning staff from being overburdened by the addition of this project to the division's workload.

**NOW, THEREFORE, BE IT RESOLVED THAT** the City Council of the City of Benicia hereby approves the consulting agreement with Ben Noble for technical planning services related to the creation of a new mixed-use zone district and related rezone, for a total cost of \$160,000, and authorizes the City Manager to sign the agreement on behalf of the City.

\*\*\*\*\*

On motion of Council Member \_\_\_\_\_, seconded by Council Member \_\_\_\_\_, the above resolution was adopted by the City Council of the City of Benicia at a regular meeting of said Council held on the 19<sup>th</sup> day of May, 2020 by the following vote:

Ayes:

Noes:

Absent:

\_\_\_\_\_  
Elizabeth Patterson, Mayor

Attest:

\_\_\_\_\_  
Lisa Wolfe, City Clerk

\_\_\_\_\_  
Date

CONTRACT # \_\_\_ - \_\_\_

**AGREEMENT FOR CONSULTING SERVICES**

**THIS AGREEMENT** ("Agreement") is made and entered into this 30 day of April 2020 between the City of Benicia, a municipal corporation in Solano County, California, (hereinafter "CITY") and Ben Noble, a California corporation, partnership, or sole proprietor, with a primary office located at 733 Carmel Ave, Albany, CA 94706 (hereinafter "CONSULTANT") (collectively, "the Parties").

**RECITALS**

**WHEREAS**, CITY has determined it is necessary and desirable to secure certain [technical OR professional] services for Senior Planner level consulting work for the Mixed-Use Zone District Project. The scope of work for said service (hereinafter "Project") is attached hereto as Exhibit "A" and is hereby incorporated by reference;

**WHEREAS**, CITY staff does not have the capacity to perform this work in-house ;

**WHEREAS**, CONSULTANT is specially trained, experienced and competent to perform the services required by this agreement; and

**WHEREAS**, CONSULTANT represents it is qualified and willing to provide such services pursuant to the terms and conditions of this Agreement.

**NOW, THEREFORE, IT IS AGREED** by and between CITY and CONSULTANT as follows:

**AGREEMENT**1. INCORPORATION OF RECITALS

The recitals set forth above, and all defined terms set forth in such recitals and in the introductory paragraph preceding the recitals, are hereby incorporated into this Agreement as if set forth herein in full.

2. SCOPE OF SERVICE

(a) Services to be Furnished. Subject to such policy direction and approvals as CITY through its staff may determine from time to time, CONSULTANT shall perform the services set forth in the Task Order labeled Exhibit A, which is attached hereto and incorporated herein by reference.

(b) Schedule for Performance. CONSULTANT shall perform the services identified in Exhibit A according to the completion schedule included in Exhibit A and as expeditiously as is consistent with generally accepted standards of professional skill and care, and the orderly progress of work.

(i) CONSULTANT and CITY agree that the completion schedule in Exhibit A represents the best estimate of the schedule. CONSULTANT shall comply with completion dates noted in Exhibit A unless a written waiver is granted by the CITY's project manager.

(ii) CONSULTANT shall not be responsible for performance delays caused by others, or delays beyond CONSULTANT's control, and such delays shall extend the times for performance of the work by CONSULTANT.

(c) Standard of Quality. All work performed by CONSULTANT under this Agreement shall be in accordance with all applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in CONSULTANT's field of expertise at the time CONSULTANT's work is performed. CONSULTANT shall function as a technical advisor to CITY, and all of CONSULTANT's activities under this Agreement shall be performed to the full satisfaction and approval of the Department Head or his/her designee.

(d) Compliance with Laws. CONSULTANT shall comply with all applicable federal, state, and local laws, codes, ordinances, regulations, orders, and decrees. CONSULTANT represents and warrants to CITY that CONSULTANT shall, at its own cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance and approvals which are legally required for CONSULTANT to practice its profession or are necessary and incident to the due and lawful prosecution of the services it performs under this Agreement. CONSULTANT shall maintain a City of Benicia business license. CONSULTANT shall at all times during the term of this Agreement, and for one year thereafter, provide written proof of such licenses, permits, insurance, and approvals upon request by CITY. CITY is not responsible or liable for CONSULTANT's failure to comply with any or all of the requirements contained in this paragraph.

### 3. COMPENSATION

(a) Schedule of Payment. The compensation to be paid by CITY to CONSULTANT for the services rendered hereunder shall be on a time and materials basis based upon the rate schedule in Exhibit B attached hereto and hereby incorporated by reference not to exceed \$160,000 dollars. The rate schedule in Exhibit B itemizes those standard and expected expenses for which CONSULTANT shall receive compensation. If CONSULTANT obtains CITY's prior written approval from the Department Head or his/her designee, CONSULTANT may be reimbursed for extraordinary costs incurred on the Project.

(b) Additional Services. CITY shall make no payment to CONSULTANT for any additional services unless such services and payment have been mutually agreed to and this Agreement has been formally amended in accordance with Section 7.

(i) Only the City Council can act on behalf of CITY to authorize CONSULTANT to perform additional services.

(ii) CONSULTANT shall not commence any work or services exceeding the Scope of Services in Section 2 without prior written authorization from CITY in accordance with Section 7. CONSULTANT's failure to obtain a formal amendment to this Agreement authorizing additional services shall constitute a waiver of any and all right to compensation for such work or services.

(iii) If CONSULTANT believes that any work CITY has directed CONSULTANT to perform is beyond the scope of this Agreement and constitutes additional services, CONSULTANT shall promptly notify CITY of this fact before commencing the work. CITY shall make a determination as to whether such work is beyond the scope of this Agreement and constitutes additional services. If CITY finds that such work does constitute additional services, CITY and CONSULTANT shall execute a formal amendment to this Agreement, in accordance with Section 7, authorizing the additional services and stating the amount of any additional compensation to be paid.

(c) Invoicing and Payment. CONSULTANT shall submit monthly invoices for the services performed under this Agreement during the preceding period. Invoices or billings must be submitted in duplicate and must indicate the hours actually worked by each classification and employee name, as well as all other directly related costs by line item in accordance with Exhibit B. CITY shall approve or disapprove said invoice or billing within thirty (30) days following receipt thereof and shall pay all approved invoices and billings within thirty (30) days. Interest at the rate of one and one-half (1.5) percent per month will be charged on all past due amounts starting thirty (30) days after the invoice date, unless not permitted by law, in which case interest will be charged at the highest amount permitted by law. Payments will be credited first to interest, and then to principal.

#### 4. PRODUCT REVIEW AND COMMENT

CONSULTANT shall provide CITY with at least two (2) copies of each product described in Exhibit A. Upon the completion of each product, CONSULTANT shall be available to meet with CITY. If additional review and/or revision is required by CITY, CITY shall conduct reviews in a timely manner.

#### 5. TERM OF AGREEMENT

This Agreement shall be effective immediately upon the signatures of both Parties and shall remain in effect until **December 2021**, unless amended pursuant to Section 7, or terminated pursuant to Section 6.

6. TERMINATION

(a) CITY shall have the right to terminate this Agreement for any reason whatsoever at any time by serving upon CONSULTANT written notice of termination. The Agreement shall terminate three (3) business days after notice of termination is given. The notice shall be deemed given on the date it is deposited in the U.S. mail, certified, postage prepaid, and addressed to CONSULTANT at the address indicated in Section 11.

(b) If CITY issues a notice of termination,

(i) CONSULTANT shall immediately cease rendering services pursuant to this Agreement;

(ii) CONSULTANT shall deliver to CITY copies of all writings, whether or not completed, which were prepared by CONSULTANT, its employees, or its subcontractors, if any, pursuant to this Agreement. For purposes of this Agreement, the term "writings" shall include, but not be limited to, handwriting, typewriting, computer files and records, drawings, blueprints, printing, photographs, and every other means of recording upon any tangible thing, any form of communication or representation, including letters, words, pictures, sounds, symbols, or combinations thereof;

(iii) CITY shall pay CONSULTANT for work actually performed up to the effective date of the notice of termination, subject to the limitations prescribed by Section 3 of this Agreement, less any compensation to CITY for damages suffered as a result of CONSULTANT's failure to comply with the terms of this Agreement. Such payment shall be in accordance with Exhibit B. However, if this Agreement is terminated for fault of CONSULTANT, CITY shall be obligated to compensate CONSULTANT only for that portion of CONSULTANT's services which are of benefit to CITY.

7. AMENDMENTS

Modifications or amendments to the terms of this Agreement shall be in writing and executed by both Parties.

8. NONDISCLOSURE OF CONFIDENTIAL INFORMATION

CONSULTANT shall not, either during or after the term of this Agreement, disclose to any third party any confidential information relative to the work of CITY without the prior written consent of CITY.

9. INSPECTION

CITY representatives shall, with reasonable notice, have access to the work and work records, including time records, for purposes of inspecting same and determining that the work is being performed in accordance with the terms of this Agreement. Inspections by CITY do not in any way relieve or minimize the responsibility of CONSULTANT to comply with this Agreement and all applicable laws.

10. INDEPENDENT CONTRACTOR

In the performance of the services in this Agreement, CONSULTANT is an independent contractor and is not an agent or employee of CITY. CONSULTANT, its officers, employees, agents, and subcontractors, if any, shall have no power to bind or commit CITY to any decision or course of action, and shall not represent to any person or business that they have such power. CONSULTANT has and shall retain the right to exercise full control of the supervision of the services and over the employment, direction, compensation, and discharge of all persons assisting CONSULTANT in the performance of said service. CONSULTANT shall be solely responsible for all matters relating to the payment of its employees, including compliance with social security and income tax withholding, workers' compensation insurance, and all other regulations governing such matters.

11. NOTICES

Any notices or other communications to be given to either party pursuant to this Agreement shall be in writing and delivered personally or by certified U.S. mail, postage prepaid, addressed to the party at the address set forth below. Either party may change its address for notices by complying with the notice procedures in this Section. Notice so mailed shall be deemed delivered three (3) business days after deposit in the U.S. mail. Nothing shall preclude the giving of notice by facsimile machine provided, however, that notice by facsimile machine shall be followed by notice deposited in the U.S. mail as discussed above.

To CITY: Suzanne Thorsen  
City of Benicia  
250 East L Street  
Benicia, CA 94510

To CONSULTANT: Ben Noble  
733 Carmel Ave.  
Albany, CA 94706

12. OWNERSHIP OF MATERIALS

All drafts, notes, data, models, information, preliminary analyses, or other similar documents are the property of the CONSULTANT and the CONSULTANT shall retain possession and control of those documents. CONSULTANT shall produce its findings relating to the Comprehensive Development Impact Fee Study in project deliverables, as identified in the Request for Proposals (RFP) Section II Scope of Services Item No. 14 Deliverables. The deliverables identified include administrative and final draft reports. More specifically, the deliverables for this project are as follows: eight (8) hard copies of administrative draft reports and one electronic copy which are required upon completion of each major part of the project. Following approval by the staff, eight (8) hard copies of each final report and one electronic copy are required. One unbound copy of each final document and a USB flash drive containing all final documents and final analyses are to be provided. The deliverables, once produced to the CITY, shall be owned and be the property of the CITY.

13. EMPLOYEES; ASSIGNMENT; SUBCONTRACTING

(a) Employees. CONSULTANT shall provide properly skilled professional and technical personnel to perform all services required by this Agreement. CONSULTANT shall not engage the services of any person(s) now employed by CITY without CITY's prior express written consent.

(b) Assignment. CONSULTANT shall not assign, delegate, or transfer its duties, responsibilities, or interests in this Agreement without the prior express written consent of CITY. Any attempted assignment without such approval shall be void and, at CITY's option, shall terminate this Agreement and any license or privilege granted herein.

(c) Subcontracting. CONSULTANT shall not subcontract any portion of the work to be performed under this Agreement without the prior express written consent of CITY. If CITY consents to CONSULTANT's hiring of subcontractors, CONSULTANT shall provide to CITY copies of each and every subcontract prior to its execution. All subcontractors are deemed to be employees of CONSULTANT, and CONSULTANT agrees to be responsible for their performance. CONSULTANT shall give its personal attention to the fulfillment of the provisions of this Agreement by all of its employees and subcontractors, if any, and shall keep the work under its control.

14. BINDING AGREEMENT

This Agreement shall bind the successors in interest, legal representatives, and permitted assigns of CITY and CONSULTANT in the same manner as if they were expressly named herein.

15. WAIVER

(a) Effect of Waiver. Waiver by either party of any default, breach, or condition precedent shall not be construed as a waiver of any other default, breach, or condition precedent or any other right under this Agreement.

(b) No Implied Waivers. The failure of either party at any time to require performance by the other party of any provision hereof shall not affect in any way the right to require such performance at a later time.

16. NONDISCRIMINATION

(a) CONSULTANT shall not discriminate in the conduct of the work under this Agreement against any employee, applicant for employment, or volunteer on the basis of race, religious creed, color, national origin, ancestry, physical or mental disability, marital status, pregnancy, sex, age, sexual orientation or other prohibited basis.

(b) Consistent with CITY's policy that harassment and discrimination are unacceptable employer/employee conduct, CONSULTANT agrees that harassment or discrimination directed toward a job applicant, a City employee, or a citizen by CONSULTANT or CONSULTANT's employee or subcontractor on the basis of race, religious creed, color,

national origin, ancestry, physical or mental disability, marital status, pregnancy, sex, age, sexual orientation or other prohibited basis will not be tolerated. CONSULTANT agrees that any and all violation of this provision shall constitute a material breach of the Agreement.

#### 17. INDEMNITY

(a) To the fullest extent allowed by law, CONSULTANT specifically agrees to indemnify, defend, and hold harmless CITY, its officers, agents, and employees from and against any and all actions, claims, demands, losses, expenses including attorneys' fees, damages, and liabilities resulting from injury or death of a person or injury to property, arising out of or in any way connected with the performance of this Agreement, however caused, regardless of any negligence of the CITY, whether active or passive, excepting only such injury or death as may be caused by the sole negligence or willful misconduct of the CITY. The CONSULTANT shall pay all costs that may be incurred by CITY in enforcing this indemnity, including reasonable attorneys' fees. The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by the insurance obligations contained in this agreement.

(b) Further, CONSULTANT will indemnify CITY, and hold it harmless, from an assertion that as a result of providing services to CITY, CONSULTANT or any of its employees or persons performing work pursuant to this Agreement is entitled to benefits from, or is covered by, the Social Security retirement system or the California Public Employees Retirement Systems. Notwithstanding the foregoing, however, CONSULTANT's obligations for any payments to such claimant shall be limited to those payments which CITY may be required to pay.

#### 18. INSURANCE

(a) Required Coverage. Without limiting CONSULTANT's indemnification, it is agreed that CONSULTANT shall maintain in force at all times during the term of this Agreement the following types of insurance providing coverage on an "occurrence" basis. Said insurance, with the exception of Worker's Compensation and Errors & Omissions Liability, shall name the CITY as additional insureds and evidence of said insurance shall be delivered to CITY in certificate and endorsement forms acceptable to the CITY prior to execution of this Agreement.

Automobile insurance for the vehicle(s) CONSULTANT uses in connection with the performance of this Agreement. Coverage: at least \$1,000,000 per occurrence for bodily injury and property damage.

Commercial general liability and property damage insurance. Coverage: at least \$1,000,000 per occurrence. The general aggregate limit shall be at least twice the required occurrence limit.

Worker's Compensation insurance to cover its employees as required by the Labor Code of the State of California. CONSULTANT's worker's compensation insurance shall include the following language: "All rights of subrogation are hereby waived against the CITY, its officers and employees when acting within the scope of their appointment or employment." In the event any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation Statutes, the CONSULTANT shall provide adequate and suitable insurance for the protection of its employees not otherwise protected.

E&O/ Professional's Liability, errors and omissions liability insurance appropriate to the CONSULTANT's profession. Coverage: at least \$1,000,000 per Claim.

(b) General Provisions.

(i) CONSULTANT shall obtain insurance acceptable to the CITY in a company or companies admitted in California and with a Best rating of no less than A VII or as acceptable to the CITY. The endorsements, naming the CITY as an additional insured, are to be signed by a person authorized by CONSULTANT's insurer to bind coverage on its behalf.

(ii) It shall be a requirement under this contract that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the broader coverage and maximum limits specified in this contract; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater.

(iii) The limits of insurance required in the Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the CITY (if agreed to in a written contract) before the CITY's own insurance or self-insurance shall be called upon to protect it as a named insured.

(iv) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the CITY, its elected or appointed officers, officials, employees, agents or volunteers.

(v) The insurance provided by these policies shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty days written notice has been received by the CITY.

(c) Additional Insured. The CITY will be named as an additional insured for all liability arising out of the operations by or on behalf of the named insured, and this policy protects the additional insured, its officers, agents and employees against liability for personal and bodily injuries, deaths or property damage or destruction arising in any respect, directly or indirectly, in the performance of the contract.

(i) Each such policy shall be endorsed with the following language:  
*The City of Benicia, its elected or appointed officers, officials, employees and volunteers are included as insureds with regard to damages and defense of claims arising from: (a) activities performed by or on behalf of the Named Insured, including the insured's general supervision of the Named Insured, (b) products and completed operations of the Named Insured, or (c) premises owned, leased or used by the Named Insured.*

(ii) This policy shall be considered primary insurance as respects the CITY, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the CITY, including any self-insured retention the City may have, shall be considered excess insurance only and shall not contribute with it.

(iii) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured.

(iv) The Additional Insured coverage under the CONSULTANT's policy shall be primary and non-contributory and will not seek contribution from the CITY's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.

(d) Deductibles and Self-Insured Retentions. All self-insured retentions (SIR) must be disclosed to the CITY's Risk Management for approval and shall not reduce the limits of liability. At the option of CITY, either: the insurer shall reduce or eliminate such deductibles or self-insurance retention as respects the CITY, its officers, officials, agents, employees and volunteers; or CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Policies containing any self-insured (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or the CITY. The CITY reserves the right to obtain a full certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of the right to exercise later.

## 19. WORKERS' COMPENSATION

(a) Covenant to Provide. CONSULTANT warrants that it is aware of the provisions of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code. CONSULTANT further agrees that it will comply with such provisions before commencing the performance of the work under this Agreement.

(b) Waiver of Subrogation. CONSULTANT and CONSULTANT's insurance company agree to waive all rights of subrogation against CITY, its elected or appointed officials, agents, and employees for losses paid under CONSULTANT's workers' compensation insurance policy which arise from the work performed by CONSULTANT for CITY.

20. FINANCIAL RECORDS

CONSULTANT shall retain all financial records including, but not limited to, documents, reports, books and accounting records which pertain to any work or transaction performed pursuant to this Agreement for four (4) years after the expiration of this Agreement. CITY or any of its duly authorized representatives shall, with reasonable notice, have access to and the right to examine, audit, and copy such records.

21. CONFLICT OF INTEREST

CONSULTANT shall exercise reasonable care and diligence to prevent any actions or conditions which could result in a conflict with CITY's interest. During the term of this Agreement, CONSULTANT shall not accept any employment or engage in any consulting work which creates a conflict of interest with CITY or in any way compromises the services to be performed under this Agreement. CONSULTANT shall immediately notify CITY of any and all violations of this Section upon becoming aware of such violation. CONSULTANT shall file FPPC form 700 the City Clerk if required by CITY's Conflict of Interest Code.

22. TIME OF THE ESSENCE

CONSULTANT understands and agrees that time is of the essence in the completion of the work and services described in Section 2.

23. SEVERABILITY

If any court of competent jurisdiction or subsequent preemptive legislation holds or renders any of the provisions of this Agreement unenforceable or invalid, the validity and enforceability of the remaining provisions, or portions thereof, shall not be affected.

24. GOVERNING LAW AND CHOICE OF FORUM

This Agreement shall be administered and interpreted under California law as if written by both parties. If any provision in this Agreement is held by any court to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force. **If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state court situated in the County of Solano, State of California or, if necessary, in a federal court situated in the City and County of Sacramento, California.**

25. COSTS AND ATTORNEYS' FEES

If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action may recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees. In any action seeking recovery of monetary damages, the plaintiff shall not be considered to be the prevailing party unless it recovers at least 66% of the dollar amount requested in the complaint's prayer for relief.

26. INTEGRATION

This Agreement represents the entire understanding of CITY and CONSULTANT as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, both written and oral. This Agreement may not be modified or altered except in accordance with Section 7. The effective date of this Agreement shall be the date of execution by the CITY as shown below.

**IN WITNESS WHEREOF**, the undersigned execute this Agreement on the date shown below their respective signatures.

CITY OF BENICIA  
A Municipal Corporation

BY:   
Ben Noble  
City and Regional Planning

\_\_\_\_\_  
Lorie Tinfow  
CITY MANAGER

Date: 4/30/20

Date: \_\_\_\_\_

RECOMMENDED BY:

\_\_\_\_\_  
Brad Misner  
COMMUNITY DEVELOPMENT  
DIRECTOR

APPROVED AS TO FORM:

\_\_\_\_\_  
Benjamin L. Stock  
CITY ATTORNEY

Attachment: Exhibit A – Scope of Work  
Exhibit B- Budget

## EXHIBIT A Scope of Work

### **Task 1: Project Initiation**

#### **a. Project Kick-off Meeting and Project Area Tour**

Ben Noble will attend a project kick-off meeting with City staff and tour the project study area.

#### **b. Background Material Review**

Ben Noble will review background materials related to the project, including the General Plan, Zoning Code, Downtown Mixed-Use Master Plan, and Objective Planning Standards for Multifamily and Mixed-Use Development.

#### **c. Outreach and Engagement Strategy**

Ben Noble will work with City staff to finalize an outreach and engagement strategy to maximize public participation in the project. This strategy will include public engagement methods to address social distancing requirements due to the coronavirus. Ben Noble will provide City staff with materials for all public meetings and workshops in a format suitable for on-line display and distribution.

#### **d. Existing Conditions Documentation**

Bottomley Design & Planning (as a subconsultant to Ben Noble) will prepare the following existing conditions maps:

- Project Study Area
- Existing Land Use
- Existing General Plan Designations
- Existing Zoning
- Building Footprints
- Vacant and Underutilized Properties
- Street Conditions

#### **e. Stakeholder Meetings 1**

Ben Noble will facilitate a series of stakeholder meetings to introduce the project, present the existing conditions maps, and receive preliminary input on project issues. Stakeholders include property owners, business owners, residents, designers/builders, housing developers, and issue advocacy groups (e.g., historic preservation, sustainability).

#### **f. Advisory Group Meeting 1**

Ben Noble will facilitate the first advisory group meeting to introduce the project, present the existing conditions maps, and receive preliminary input on project issues.

#### **g. Community Workshop 1**

Ben Noble will facilitate a community workshop to introduce the project to the general public, answer questions, and receive preliminary feedback on project concerns and opportunities. We will hold this workshop in or near the study area if possible. At the workshop Ben Noble will clearly explain the project purpose and provide background information on why the new mixed-use zone district is needed. Ben Noble will share the existing conditions maps and ask participants to identify issues, opportunities, and concerns given the project purpose.

Ben Noble will work with City staff to identify the best format for this first workshop. If we expect fewer than 25 participants (excluding advisory group and prior stakeholders), a single facilitated discussion might be best. For a workshop with more than 25 participants, facilitated small group discussions may be preferred.

#### **h. On-Line Engagement 1**

Ben Noble will assist staff to make workshop materials available on-line for additional public input.

### **Task 2: Issues and Options**

#### **a. Preliminary Issues List**

Ben Noble will prepare a preliminary list of issues that will need to be addressed during the project. Potential issues include the following:

- Study area boundaries
- Allowed land uses
- Maximum density
- Allowed height
- Building form and character
- Design compatibility of new development with adjacent uses
- Future of existing trailer park
- Potential displacement of existing businesses and residents
- Land use compatibility within mixed-use development
- Impacts on historic resources
- Bicycle and pedestrian circulation

Ben Noble will discuss this list with City staff, modify as needed, and discuss potential options to address the issues.

#### **b. Issues and Options Map Diagrams**

Bottomley Design & Planning will prepare map diagrams with an aerial photograph and property line underlay to illustrate key issues. Map diagrams will be annotated with photographs of study area conditions keyed to maps.

#### **c. Infill Options 3D Models**

Bottomley Design & Planning will prepare 3D sketch diagrams to illustrate development options on four typical lots within the study area. These diagrams will show existing conditions and illustrate options for building height, mass, placement, form, frontage treatment and other elements.

**d. Draft Issues and Options Memorandum**

Ben Noble will prepare a draft issues and options memorandum that describes key issues, presents options as needed to address issues, and includes graphic materials to illustrate issues and options.

**e. Advisory Group Meeting 2**

Ben Noble will facilitate an advisory group meeting to receive feedback on the draft issues and options memorandum before sharing with the general public.

**f. Final Issues and Options Memorandum**

Ben Noble will revise the issues and options memorandum and graphic materials before sharing with the general public.

**g. Community Workshop 2**

Ben Noble will facilitate a community workshop to receive feedback on the project issues and options. Ben Noble will work with City staff to determine the preferred format and materials needed for the workshop. One possible approach is to focus on issues of building height, mass, and density as illustrated in the 3D sketch diagrams. Workshop participants could work in small groups to review these diagrams and provide feedback on preferred standards. Participants could also provide feedback on targeted questions from the issues and options memorandum that are of interest to the general public.

**h. On-Line Engagement 2**

Ben Noble will assist staff to make workshop materials available on-line for additional public input.

**i. Planning Commission Study Session 1**

Ben Noble will attend a Planning Commission study session to present public feedback on the issues and options and to recommend preferred options to the City Council.

**j. City Council Study Session 1**

Ben Noble will attend a City Council study session to receive direction on preferred options to address project issues.

**Task 3: Draft Amendments**

**a. Administrative Draft General Plan Amendments**

Ben Noble will prepare amendments to the General Plan to allow for the type and intensity of development envisioned for the study area. These amendments will include at least one new General Plan land use category (e.g., General Mixed Use), and may also include a new goal and policies for the study area and other future new mixed-use areas in the city. New policies should

describe the vision for the study area, the desired mix of land uses, building form and character, and circulation and streetscape improvements. General Plan amendments could also include one or more graphics illustrating the desired future for the study area.

**b. Administrative Draft Zoning Code Amendments**

Ben Noble will prepare one or more new mixed-use zone districts to implement the vision for future development in the study area. Ben Noble anticipate this district will be located in Municipal Code Chapter 17.26 and will be organized similar to other existing district chapters, such as 17.24 (Residential District).

Ben Noble will draft the Zoning Code amendments in a clear and concise manner so that new rules are easy to understand for the average reader. Standards will be presented in tables to the extent possible with accompanying graphic illustrations.

The new mixed-use district will allow for by-right mixed-use and multifamily development for projects that are consistent with objective standards. Development and design standards will address building placement, orientation, massing, residential transitions, ground-floor facade design, parking placement and design, and other essential aspects of pedestrian-oriented infill development. Standards will balance the need for certainty/predictability with opportunities for creative project designs that address the unique conditions on individual sites.

Development and design standards for the mixed-use zone district will be carefully integrated with Benicia's Objective Planning Standards for Multifamily and Mixed-Use Development. Ben Noble recommends that the Zoning Code Amendments include a mechanism by which a project may be exempted from certain standards without the need for a variance.

**c. Public Review Draft Amendments**

Prior to the stakeholder meeting, Ben Noble will revise the administrative draft General Plan and Zoning Code amendments to respond to staff comments.

**d. Stakeholder Meeting 2**

Ben Noble will facilitate a stakeholder meeting to receive feedback on the draft General Plan and Zoning Code amendments.

**e. Advisory Group Meeting 3**

Ben Noble will attend an advisory group meeting to receive feedback on the draft General Plan and Zoning Code amendments.

**f. On-line Engagement 3**

Ben Noble will assist staff to make the draft General Plan and Zoning Code amendments available on-line for additional public input.

**g. Planning Commission Study Session 2**

Ben Noble will attend a Planning Commission study session to receive feedback on the draft General Plan and Zoning Code amendments.

**h. City Council Study Session 2**

Ben Noble will attend a City Council study session to receive feedback on the draft General Plan and Zoning Code amendments.

#### **Task 4: Environmental Review**

##### **a. Administrative Draft IS/MND**

Douglas Herring & Associates (as a subconsultant to Ben Noble) will prepare an Administrative Draft Initial Study/Mitigated Negative Declaration (IS/MND) for the Mixed-Use Zone District project. The IS/MND will include a project description and information to support the conclusions stemming from the checklist criteria.

Potential traffic impacts will be one of the key issues in the IS/MND. The project budget assumes that the traffic impact analysis will utilize the new Vehicle Miles Traveled (VMT) methodology. Fehr & Peers will prepare this analysis, with up to \$20,000 budgeted for this work. It is possible that the project may be exempt from VMT calculations if it qualifies for streamlining, in which case the cost of the traffic impact analysis will be substantially less. Once the project is more clearly defined, Douglas Herring & Associates will provide a detailed scope of work and associated budget for the traffic analysis.

Douglas Herring & Associates will also prepare an air quality and greenhouse gas (GHG) impact assessment for the project using the California Emissions Estimator Model (CalEEMod, Version 2016.3.2) developed by the California Air Resources Board (CARB). This work will be performed by the RCH Group.

The IS/MND will determine if any environmental impacts are anticipated due to implementation of the project. If required, Douglas Herring & Associates will develop mitigation measures to offset potential impacts. The project budget assumes that all potential impacts can be mitigated to a less than significant level.

##### **b. Screencheck Draft IS/MND**

Douglas Herring & Associates will prepare a Screencheck Draft IS/MND to respond to City staff comments.

##### **c. Public Review Draft IS/MND**

Douglas Herring & Associates will respond to City staff comments on the Screencheck Draft IS/MND to produce an IS/MND for public review. Once the IS/MND is published, the document will be available for review and comment during a 30-day public review period. Douglas Herring & Associates will circulate the IS/MND to the State Clearinghouse and local and regional agencies. The City will provide a list of agencies and interested individuals to receive notice of the IS/MND. The City will be responsible for local noticing.

##### **d. Preparation/Distribution of Notices**

Douglas Herring & Associates will prepare the Notice of Intent to Adopt a Mitigated Negative Declaration (NOI). Ben Noble will produce all related paperwork necessary to notice the project in accordance with Assembly Bill 52 (AB52), notice neighbors, and submit environmental review documentation to the State Clearinghouse,

**e. Public Hearing**

Douglas Herring & Associates will attend a Planning Commission meeting to receive public comments on the IS/MND.

**f. Response to Comments**

Douglas Herring & Associates will respond to substantive comments received on the IS/MND in a memorandum form. Labor for this task is limited to ten hours, which includes the time required to revise responses based on input from the City.

**g. Mitigation Monitoring and Reporting Program**

In the event that mitigation measures are required to address potentially significant impacts, Douglas Herring & Associates will prepare a Mitigation Monitoring and Reporting Program (MMRP) to accompany the IS/MND. This program, shown in tabular form, will identify responsibility for implementing and monitoring any mitigation measures contained in the IS/MND, along with monitoring triggers and reporting frequency.

**h. Notice of Determination**

Within five days of project approval, Douglas Herring & Associates will prepare a Notice of Determination (NOD) for submittal to the State Clearinghouse and County Clerk. Douglas Herring & Associates will be responsible for submittal to the State Clearinghouse. The budget does not include payment of any filing fees. The City will be responsible for filing the NOD and paying associated fees with the County Clerk.

**Task 5: Final Amendments****a. Administrative Draft Final Amendments**

Ben Noble will revise the draft General Plan and Zoning Code amendments based on City Council feedback and staff direction.

**b. Public Hearing Draft Final Amendments**

Ben Noble will respond to City staff comments on the General Plan and Zoning Code amendments to prepare draft amendments for the Planning Commission and City Council adoption hearings.

**c. Planning Commission Hearing**

Ben Noble will attend a public hearing for the Planning Commission to recommend adoption of the General Plan and Zoning Code amendments and approval of the IS/MND.

**d. City Council Hearing**

Ben Noble will attend a public hearing for the City Council to adopt the General Plan and Zoning Code amendments and approve the IS/MND. The project budget assumes Ben Noble will not need to attend the second reading of the Zoning Code amendments.

**e. Final Amendments**

Ben Noble will prepare the final adopted General Plan and Zoning Code amendments if change were made during the public review and adoption process.

### **OPTIONAL TASKS: DEVELOPMENT SCENARIOS**

#### **Optional Task 1: Development Scenario Diagrams and Yield Analysis**

As an optional task, Bottomley Design & Planning will prepare up to three 3D sketch diagrams illustrating different development scenario within the project study area. The diagrams will incorporate up to four infill prototypes and will illustrate building height, frontage treatment, building orientation/form, and/or other elements. For each scenario Bottomley Design & Planning will identify the number of dwelling units and amount of commercial space that could be accommodated. Bottomley Design & Planning will present the graphics and yield analysis in a summary memorandum.

#### **Optional Task 2: Development Scenario Workshop**

Ben Noble will host a community workshop to present and receive feedback on the scenario diagrams.

#### **Optional Task 3: Opportunity Site/Special Condition Illustrations**

Bottomley Design & Planning will prepare up to two additional sketches or diagrams to illustrate recommendations for special development opportunity sites such as the trailer park, freeway gateway locations, or other conditions.

## EXHIBIT B Costs

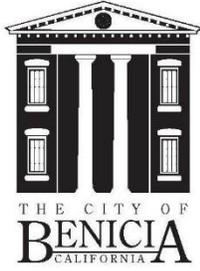
Task	Noble	Bottomely	Herring	Total
<b>1. Project Initiation</b>				
a. Project Kick-off Meeting and Project Area Tour	\$1,200	\$1,360	\$0	\$2,560
b. Background Material Review	\$900	\$660	\$0	\$1,560
c. Outreach and Engagement Strategy	\$600	\$0	\$0	\$600
c. Existing Conditions Documentation	\$1,200	\$4,340	\$0	\$5,540
d. Stakeholder Meeting 1	\$1,800	\$1,640	\$0	\$3,440
e. Advisory Group Meeting 1	\$1,800	\$1,640	\$0	\$3,440
f. Community Workshop 1	\$3,300	\$2,260	\$0	\$5,560
h. On-Line Engagement 1	\$1,200	\$0	\$0	\$1,200
<b>2. Issues and Options</b>				
a. Preliminary Issues List	\$1,200	\$840	\$0	\$2,040
b. Issues and Options Map Diagrams	\$1,800	\$4,000	\$0	\$5,800
c. Infill Options 3D Models	\$1,800	\$4,000	\$0	\$5,800
d. Draft Issues and Options Memorandum	\$6,000	\$2,000	\$0	\$8,000
e. Advisory Group Meeting 2	\$1,800	\$1,420	\$0	\$3,220
f. Final Issues and Options Memorandum	\$3,000	\$2,060	\$0	\$5,060
g. Community Workshop 2	\$3,300	\$2,260	\$0	\$5,560
h. On-Line Engagement 2	\$1,200	\$0	\$0	\$1,200
i. Planning Commission Study Session 1	\$1,800	\$0	\$0	\$1,800
j. City Council Study Session 1	\$1,800	\$0	\$0	\$1,800
<b>3. Draft Amendments</b>				
a. Administrative Draft General Plan Amendments	\$2,400	\$540	\$0	\$2,940
b. Administrative Draft Zoning Code Amendments	\$5,700	\$540	\$0	\$6,240
c. Public Review Draft Amendments	\$2,700	\$1,150	\$0	\$3,850
d. Stakeholder Meeting 2	\$1,800	\$1,640	\$0	\$3,440
e. Advisory Group Meeting 3	\$1,800	\$1,640	\$0	\$3,440
f. On-line Engagement 3	\$1,200	\$0	\$0	\$1,200
g. Planning Commission Study Session 2	\$1,800	\$0	\$0	\$1,800
h. City Council Study Session 2	\$1,800	\$0	\$0	\$1,800
<b>4. Environmental Review</b>				
a. Administrative Draft IS/MND	\$1,050	\$0	\$41,000	\$42,050
b. Screencheck Draft IS/MND	\$600	\$0	\$3,400	\$4,000
c. Public Review Draft IS/MND	\$300	\$0	\$1,000	\$1,300
d. Preparation/Distribution of Notices	\$150	\$0	\$400	\$550
e. Public Hearing	\$0	\$0	\$1,000	\$1,000
f. Response to Comments	\$300	\$0	\$1,400	\$1,700
g. Mitigation Monitoring and Reporting Program	\$150	\$0	\$1,000	\$1,150
h. Notice of Determination	\$150	\$0	\$200	\$350
<b>5. Final Amendments</b>				
a. Administrative Draft Final Amendments	\$2,400	\$1,260	\$0	\$3,660
b. Public Review Draft Final Amendments	\$1,200	\$630	\$0	\$1,830
c. Planning Commission Hearing	\$1,800	\$0	\$0	\$1,800
d. City Council Hearing	\$1,800	\$0	\$0	\$1,800
e. Final Amendments	\$1,200	\$1,260	\$0	\$2,460
<b>Labor Cost</b>	<b>\$66,000</b>	<b>\$37,140</b>	<b>\$49,400</b>	<b>\$152,540</b>
<b>Expenses</b>				
Workshop Materials (color posters)	\$800	\$0	\$0	\$800
Travel	\$400	\$1,857	\$0	\$2,257
Administration	\$0	\$1,857	\$0	\$1,857
Other Direct Costs (printing, graphics)	\$0	\$0	\$2,500	\$2,500
<b>Total Per Firm</b>	<b>\$67,200</b>	<b>\$40,854</b>	<b>\$51,900</b>	
<b>TOTAL</b>				<b>\$159,954</b>
<b>Optional Tasks</b>				
1. Development Scenario Diagrams and Yield Analysis	\$1,800	\$8,760	\$0	\$10,560
2. Development Scenario Workshop	\$3,600	\$2,400	\$0	\$6,000
3. Infill Development and Prototype Illustrations	\$1,800	\$6,920	\$0	\$8,720

The project budget assumes that Ben Noble will attend all meetings, workshops, and hearings and Doug Herring will attend one public hearing. Terry Bottomley will attend the following:

- Project Kick-off Meeting
- Stakeholder Meetings (2)
- Advisory Group Meetings (3)
- Community Workshops (2)

The project budget reflects the following assumptions:

- City staff will handle stakeholder and advisory group meeting scheduling and outreach. Ben Noble will prepare materials for meetings as needed.
- City staff will print and mail/distribute workshop notices, if needed. Ben Noble will prepare notice content.
- Ben Noble will prepare PowerPoint presentations for all workshops, meetings, and study sessions.
- City staff will prepare staff reports for study sessions and public hearings.
- For the community workshops, Ben Noble will advise on public outreach methods, plan the workshop format, prepare workshop PowerPoint and materials, facilitate the workshop, and prepare summary notes. City staff will conduct outreach (e.g., mail postcards), provide room equipment and setup, assist with small group facilitation as needed, and take notes during workshop. Ben Noble will print workshop posters and display boards, if used. City staff will print all other workshop materials.
- City staff will coordinate all on-line Benicia Town Hall activities. Ben Noble will advise on content.
- No additional technical studies will be required for the IS/MND other than for the traffic and air quality/GHG analysis.
- Revisions to screen check drafts will focus on typographical errors, formatting, and other minor edits. Revisions will not include major content changes.
- There will be a single round of intensive review and revision to each administrative draft product prior to the public review draft. If City staff feels that a second administrative draft is needed, a contract amendment allowing additional work will be necessary.
- City staff will act as a clearinghouse for comments on all administrative draft documents, and will provide us with a single, internally reconciled set of comments on each administrative draft.



**AGENDA ITEM  
CITY COUNCIL MEETING DATE – MAY 19, 2020  
CONSENT CALENDAR**

**TO** : City Manager

**FROM** : Public Works Director

**SUBJECT** : **PURCHASE OF TWO PORTABLE GENERATORS FOR WASTEWATER TREATMENT PLANT EMERGENCY OPERATIONS**

**EXECUTIVE SUMMARY:**

There are 23 sewage lift stations within the City of Benicia that convey sewage to the Wastewater Treatment Plant (WWTP). Portable generators are required to operate these stations during power outages or extended electrical maintenance events. The two generator units being requested, made by Multiquip, Inc., will replace the two existing portable generators that no longer comply with Bay Area Air Quality Management District (BAAQMD) standards.

**RECOMMENDATION:**

Move to adopt a resolution (Attachment 1) authorizing the purchase of two portable generators manufactured by Multiquip, Inc. for the Public Works Department in the amount of \$100,341.75 and authorizing the City Manager to sign the purchase order on behalf of the City.

**BUDGET INFORMATION:**

This purchase is ratepayer funded. A cost detail is found in Table 1.

**Table 1.** Cost detail of generators.

One Multiquip 125,000 volt output generator	
One Multiquip 36,000 volt output generator	
Specialized connection and transport equipment	\$89,404.10
Shipping	\$3,450.00
Tax	\$7,487.65
<b>Total</b>	<b>\$100,341.75</b>

The equipment purchase was budgeted in Fiscal Year 2019-20 Wastewater Capitalized Equipment Account No. 7108031-7410.

**BACKGROUND:**

Three portable generators are used to power the City’s 23 sewage lift stations during power outages or extended electrical maintenance events. Due to changing BAAQMD emissions

standards, two portable generators must be decommissioned by the end of 2020. The new generators comply with new BAAQMD emission standards. The recommended portable generators are offered through Sourcewell (formerly National Joint Powers Alliance), which is a national public service agency that provides cooperative contract purchasing for government entities. The City’s membership with Sourcewell provides for the opportunity to purchase from nationally competitive bid contracts. The City is more economically efficient by using pre-bid contracts by accessing volume pricing and obtaining quality products from nationally acclaimed vendors.

**NEXT STEPS:**

If the resolution is adopted, staff will process a purchase order and proceed with purchasing the two generators.

**ALTERNATIVE ACTIONS:**

The Council could choose to not approve staff’s request to purchase two generators, thereby using one generator to support all 23 lift stations. Or, Council could direct staff to investigate alternative emergency generation plans, including installing fixed backup generators and alternative power sources.

<b>General Plan</b>	Goal 2.28: Improve and maintain public facilities and services Goal 2.41: Minimize WWTP operational upsets, potential discharge of inadequately treated wastewater, and the emission of odor and noise
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<b>Priority Based Budgeting</b>	<b>Strategic City Result Impacted by this Agenda Item</b>
	The City Council and community identified six (6) key “Results” that establish the key goals for which the City of Benicia aspires to achieve with our programs and services. Agenda Items often influence multiple Results, the primary Result impacted by this Agenda Item is (please check one):
	<input checked="" type="checkbox"/> Protect Community Health & Safety <input type="checkbox"/> Maintain & Enhance A High Quality of Life <input checked="" type="checkbox"/> Preserve & Enhance Infrastructure <input type="checkbox"/> Strengthen Economic & Fiscal Conditions <input checked="" type="checkbox"/> Protect & Enhance the Environment <input checked="" type="checkbox"/> High Performing Government
	<b>City Programs Impacted by This Agenda Item (Top 3):</b>
	1. Wastewater Collection System Operations/Maintenance 2. Lift Station Maintenance 3. Wastewater Permitting/Regulatory Compliance
	<b>Priority Based Budgeting (PBB) Website:</b>
	Coming soon in Spring 2020 will be a link to the City of Benicia’s PBB website to learn more about these programs and their costs.

<b>CEQA Analysis</b>	This project is Categorical Exempt per CEQA section 15060, subd. (c)(2) because they will not result in a direct or reasonably foreseeable indirect physical change in the environment and pursuant to section 15061, subd. (b)(3) because there is no possibility the activity in question may have a significant effect on the environment.
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**ATTACHMENT:**

1. Resolution – Purchase of Two Portable Generators

*For more information contact: Kyle Ochendusko, Deputy Public Works Director - Utilities*

*Phone: 707.746.4240*

*E-mail: kochendusko@ci.benicia.ca.us*

**RESOLUTION NO. 20-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA  
AUTHORIZING THE PURCHASE OF TWO PORTABLE GENERATORS  
MANUFACTURED BY MULTIQUIP, INC. FOR THE PUBLIC WORKS  
DEPARTMENT IN THE AMOUNT OF \$100,341.75 AND AUTHORIZING THE CITY  
MANAGER TO SIGN THE PURCHASE ORDER ON BEHALF OF THE CITY**

**WHEREAS**, portable generators are used to power the City's 23 sewage lift stations during power outages or extended electrical maintenance events; and

**WHEREAS**, new Bay Area Air Quality Management District regulations require the City to cease use of two portable generators after December 2020. During an emergency, the City cannot provide adequate power to all lift stations without these two generators; and

**WHEREAS**, Sourcewell, a national public service agency, competitively bids and makes vehicle and generator contracts available to governmental entities; and

**WHEREAS**, Benicia Municipal Section 3.08.090(I) allows the City to purchase equipment from a vendor awarded by a bid by another governmental agency.

**NOW, THEREFORE, BE IT RESOLVED THAT** the City Council of the City of Benicia hereby authorizes the purchase of two portable generators manufactured by Multiquip, Inc. for the Public Works Department in the amount of \$100,341.75, and authorizes the City Manager to sign the purchase order on behalf of the City (funded from Acct. No. 7108031-7410).

\*\*\*\*\*

On motion of Council Member \_\_\_\_\_, seconded by Council Member \_\_\_\_\_, the above Resolution was adopted by the City Council of the City of Benicia at a regular meeting of said Council held on the 19<sup>th</sup> day of May, 2020 by the following vote:

Ayes:

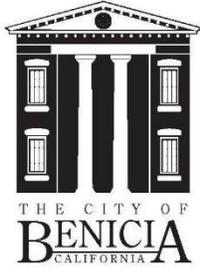
Noes:

Attest:

\_\_\_\_\_  
Elizabeth Patterson, Mayor

\_\_\_\_\_  
Lisa Wolfe, City Clerk

\_\_\_\_\_  
Date



**AGENDA ITEM  
CITY COUNCIL MEETING DATE – MAY 19, 2020  
CONSENT CALENDAR**

**TO :** City Manager

**FROM :** Public Works Director

**SUBJECT :** **APPROVAL OF TASK ORDER NO. 3 WITH GHILOTTI CONSTRUCTION, INC. FOR POTHOLING WORK**

**EXECUTIVE SUMMARY:**

City staff engaged the services of Ghilotti Construction, Inc. to pothole potential areas where an emergency shut-off valve could be installed on the City’s treated water supply pipeline to the water distribution system, which will aid City staff during emergencies. Ghilotti Construction, Inc. also provided the shut-off valve and steel plates for the City’s use. The proposed action approves a task order to the On-Call Agreement with Ghilotti Construction, Inc.

**RECOMMENDATION:**

Move to adopt a resolution (Attachment 1) approving Task Order No. 3 (Attachment 2) with Ghilotti Construction, Inc. for potholing exploration work related to a future shut-off valve installation and providing the shut-off valve to the City for a cost of \$67,381.68 and authorizing the City Manager to execute the task order on behalf of the City.

**BUDGET INFORMATION:**

This work is rate-payer funded. The total cost for Task Order No. 3 is \$67,381.68. Sufficient funds are available for this project in Account No. 7608021-7435 (Water Major Capital).

**BACKGROUND:**

The City owns and maintains 160 miles of water mains throughout the City. Shut-off valves are placed throughout the system. The City engaged the services of Ghilotti Construction, Inc. to pothole potential areas where an additional shut-off valve could be installed. The valve will aid City staff in performing repair or maintenance work during emergencies.

The City currently has a contract (Attachment 3) with Ghilotti Construction, Inc. for on-call water system emergency repair services. This contract provides for contracting with Ghilotti Construction, Inc. for on-call services, whereby compensation is based on time and materials at the prevailing wage rates. Individual task orders are prepared for each assignment.

City staff engaged the services of Ghilotti Construction, Inc. to provide labor and equipment to perform potholing exploration on Reservoir Road and around the 42-inch pipeline at the Water

Treatment Plant. Ghilotti Construction, Inc. also provided the butterfly valve (i.e. shut-off valve) and steel plates for the City’s use.

The water pipeline from the Water Treatment Plant to the distribution system is brittle. Staff’s goal is to be proactive and prepare for seismic events by installing an additional shut-off valve in the future.

Staff recommends approving Task Order No. 3 with Ghilotti Construction, Inc. for the successful completion of the potholing work and supplying the City with a butterfly valve at a cost of \$67,381.68.

**NEXT STEPS:**

If approved, the task order will be executed.

**ALTERNATIVE ACTIONS:**

City Council could choose to not approve this task order, which would prevent payment to the contractor.

<b>General Plan</b>	Goal 2.28: Improve and maintain public facilities and services.
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<b>Priority Based Budgeting</b>	<b>Strategic City Result Impacted by this Agenda Item</b>
	The City Council and community identified six (6) key “Results” that establish the key goals for which the City of Benicia aspires to achieve with our programs and services. Agenda Items often influence multiple Results, the primary Result impacted by this Agenda Item is (please check one):
	<input checked="" type="checkbox"/> Protect Community Health & Safety <input type="checkbox"/> Maintain & Enhance A High Quality of Life <input checked="" type="checkbox"/> Preserve & Enhance Infrastructure <input type="checkbox"/> Strengthen Economic & Fiscal Conditions <input type="checkbox"/> Protect & Enhance the Environment <input type="checkbox"/> High Performing Government
	<b>City Programs Impacted by This Agenda Item (Top 3):</b>
	<ol style="list-style-type: none"> <li>1. Water Treatment Operations</li> <li>2. Water Distribution System Maintenance</li> <li>3. Emergency Operations System Management</li> </ol>
	<b>Priority Based Budgeting (PBB) Website:</b>
	Coming soon in Spring 2020 will be a link to the City of Benicia’s PBB website to learn more about these programs and their costs.

<b>CEQA Analysis</b>	Staff has determined that this project is Categorical Exempt from CEQA Section 15301, Class 1(c), the operation, repair, maintenance, permitting, leasing, licensing or minor alteration of existing facilities of both investor and publicly-owned utilities used to provide electric power, natural gas, sewerage, or other public utility services.
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**ATTACHMENTS:**

1. Resolution – Task Order No. 3 with Ghilotti Construction, Inc.
2. Task Order No. 3 with Ghilotti Construction, Inc.
3. On-Call Emergency Construction Contract and Amendment with Ghilotti Construction, Inc.

*For more information contact: Nouae Vue, Sr. Civil Engineer*

*Phone: 707-746-4240*

*E-mail: nvue@ci.benicia.ca.us*

**RESOLUTION NO. 20-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA APPROVING TASK ORDER NO. 3 WITH GHILOTTI CONSTRUCTION, INC. FOR POTHOLING EXPLORATION WORK RELATED TO FUTURE SHUT-OFF VALVE INSTALLATION AND PROVIDING THE SHUT-OFF VALVE TO THE CITY FOR A COST OF \$67,381.68 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE TASK ORDER ON BEHALF OF THE CITY**

**WHEREAS**, the City has an On-Call Emergency Construction Contract with Ghilotti Construction, Inc.; and

**WHEREAS**, the services of Ghilotti Construction, Inc. were engaged to pothole potential areas where an additional shut-off valve could be installed and to provide the shut-off valve to the City; and

**WHEREAS**, the additional shut-off valve will aid City staff in performing repair and maintenance work during emergencies; and

**WHEREAS**, staff recommends approval of Task Order No. 3 to the On-Call Emergency Construction Contract with Ghilotti Construction, Inc.

**NOW, THEREFORE, BE IT RESOLVED THAT** the City Council of the City of Benicia does hereby approve Task Order No. 3 with Ghilotti Construction, Inc. for potholing exploration work related to future shut-off valve installation and providing the shut-off valve to the City for a cost of \$67,381.68 (Account No. 7608021-7435) and authorizing the City Manager to execute the task order on behalf of the City.

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On motion of Council Member \_\_\_\_\_, seconded by Council Member \_\_\_\_\_, the above Resolution was adopted by the City Council of the City of Benicia at a regular meeting of said Council held on the 19<sup>th</sup> day of May, 2020 by the following vote:

Ayes:

Noes:

Absent:

\_\_\_\_\_  
Elizabeth Patterson, Mayor

Attest:

\_\_\_\_\_  
Lisa Wolfe, City Clerk

\_\_\_\_\_  
Date

CONTRACT #\_\_ \_\_ - \_\_ \_\_ \_\_

**TASK ORDER NO. 3  
GHILOTTI CONSTRUCTION, INC.  
ON-CALL SERVICES – POTHOLING AT WATER TREATMENT PLANT AND  
RESERVOIR ROAD FOR FUTURE SHUT-OFF VALVE INSTALLATION**

1. PURPOSE

The purpose of this TASK ORDER is to authorize and direct CONTRACTOR to proceed with the work specified in item 2 of this TASK ORDER, in accordance with the provisions of Section 2 of the Specific Provisions of that AGREEMENT between the parties hereto dated April 13, 2018.

2. SCOPE OF WORK

The work authorized by this TASK ORDER is outlined in the “Scope of Services” attached hereto as **Exhibit A, Scope of Service**.

3. TIME OF PERFORMANCE

The work authorized by this TASK ORDER shall commence upon execution by both parties and shall be prosecuted diligently to completion.

4. COMPENSATION AND PAYMENT

Compensation shall be on a specific rate of compensation basis as provided in Section 3 of the Specific Provisions of that AGREEMENT between the parties hereto dated April 13, 2018. The cost of the work authorized by this TASK ORDER **will be \$67,381.68**. Payment shall be in accordance with Section 3 of the aforementioned AGREEMENT.

5. EFFECTIVE DATE

This TASK ORDER shall become effective immediately upon its execution by both parties.

6. ITEMS AND CONDITIONS

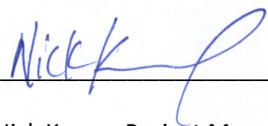
All items and conditions contained in the AGREEMENT for On-Call Emergency Construction dated April 13, 2018, between the City of Benicia and **Ghilotti Construction** are incorporated herein by reference.

**EXECUTED** this **19<sup>th</sup>** day of **May**, 2020.

CONTRACTOR

CITY OF BENICIA

A Municipal Corporation

BY: 

\_\_\_\_\_

Title: Nick Keane, Project Manager

Lorie Tinfow

CITY MANAGER

APPROVED AS TO FORM:

\_\_\_\_\_

Benjamin L. Stock

CITY ATTORNEY

**Exhibit A****Scope of Services****Potholing exploration work related to future shut-off valve installation**

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Ghilotti Construction to provide labor and equipment to perform potholing exploration on Reservoir Road and around the 42-inch pipeline at the Water Treatment Plant. Additionally, Ghilotti Construction to provide the butterfly valve (i.e. shut-off valve) and steel plates for the City's use. The water pipeline from the Water Treatment Plant to the distribution system is brittle. A future shut-off valve is planned to be installed to prepare for seismic events.

The work consisted of the following for a total cost of \$67,381.68.

**Potholing @ Reservoir Road**

Date	Description	Amount
12/9/2019	Pothole Labors & Equipment	\$ 7,845.26
12/1/2019	Demob Labors & Equipment	\$ 504.89
12/9/2019	Pothole Hydrovac	\$ 3,047.78
12/27/2019	Butterfly Valve	\$ 15,426.74
2/3/2020	Steel Plate	\$ 388.85
2/3/2020	Steel Plate	\$ 634.63
2/12/2020	Backfill Labors & Equipment	\$ 10,718.32
Total		\$ 38,566.47

**42-inch @ Water Treatment Plant**

Date	Description	Amount
1/30/2020	Pothole Labors & Equipment	\$ 9,254.71
1/31/2020	Labors & Equipment	\$ 5,816.44
1/30/2020	Pothole Materials	\$ 3,733.02
2/11/2020	Backfill & Paving Labors & Equipment	\$ 10,011.04
Total		\$ 28,815.21

CONTRACT # 18-138

**ON-CALL EMERGENCY CONSTRUCTION CONTRACT AGREEMENT  
FOR THE CITY OF BENICIA, CALIFORNIA**

THIS ON-CALL EMERGENCY CONSTRUCTION CONTRACT AGREEMENT (“AGREEMENT”) is made and entered into for the “On-Call Water System Emergency Repair Services”; this 13<sup>th</sup> day of April 2018, BY AND BETWEEN the City of Benicia, hereafter designated as “CITY”, and Ghilotti Construction, Inc., hereafter designated as “CONTRACTOR.”

WITNESSETH that CITY and CONTRACTOR have mutually agreed as follows:

**RECITALS**

The contract documents for the On-Call Water System Emergency Repair Services project shall consist of the latest edition of the 2015 Caltrans Standard Specifications for Equipment and Labor Rates [Section 9-1.04], the Request for Proposals dated November 15, 2017, City of Benicia utility map, City of Benicia Engineering Standards and Specifications, and CONTRACTOR’S proposal dated December 12, 2017, and all other applicable City specifications, details, standard drawings, and appendices; together with a signed copy of the AGREEMENT, signed copies of required bonds, insurance certificates, permits, notices, and affidavits; and also including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to insure its completion in an acceptable manner. All of the provisions of the contract documents are made a part hereof as though fully set forth herein.

**I. WORK TO BE PERFORMED**

For and in consideration of the payments and agreements to be made and performed by CITY, CONTRACTOR agrees to furnish all labor, materials and equipment and perform all assigned emergency repairs to the CITY’S water system, and to fulfill all other obligations as set forth in the aforesaid contract documents.

**II. COMPENSATION**

CONTRACTOR agrees to perform all work based on time and materials; at the prevailing wages rates set forth in the current General Prevailing Wage Determination made by the Director of Industrial Relations, pursuant to California Labor Code Part 7, Chapter 1, Article 2, Sections 1770, 1773, and 1773.1 for commercial building, highway, heavy construction and dredging projects in Solano County; at the equipment rates set forth in the 2015 Caltrans Standard Specifications Section 9-1.04; as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Such compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid contract documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to this AGREEMENT, CONTRACTOR offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15, or under the Cartwright Act (Chapter 2 (Section 16700, et seq.) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties.

CONTRACTOR shall perform work at the direction of the CITY on incremental emergency repair task orders.

### III. PAYMENT AND TERMINATION

CITY hereby promises and agrees to employ, and does hereby employ, CONTRACTOR to provide the materials, do the work, and fulfill the obligations according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in this AGREEMENT.

This AGREEMENT is further subject to the provisions of Article 1.7 (commencing at Section 20104.50) of Division 2, Part 3 of the Public Contract Code regarding prompt payment of contractors by local governments. Article 1.7 mandates certain procedures for the payment of undisputed and properly submitted payment requests within 30 days after receipt, for the review of payment requests, for notice to the contractor of improper payment requests, and provides for the payment of interest on progress payment requests which are not timely made in accordance with this Article. This AGREEMENT hereby incorporates the provisions of Article 1.7 as though fully set forth herein.

The term of this AGREEMENT shall commence at 12:00 a.m. on the Execution Date and shall expire at 11:59 p.m. on June 30, 2019 Date; unless extended by a one-year extension in a written agreement of the parties. This Contract may be subject to termination as provided in State Standard Specifications Section 8-1.14, if the City determines it is in the best interests of the City to do so. Total compensation due the CONTRACTOR shall be determined as provided in Section 8-1.14.

### IV. LABOR CODE COMPLIANCE AND ANTI-DISCRIMINATION LAWS

CITY and CONTRACTOR acknowledge that this AGREEMENT is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and public agencies and agree to be bound by all the provisions thereof as though set forth fully herein. CONTRACTOR and any subcontractor shall be currently registered with the California Department of Industrial Relations and qualified to perform public work pursuant to Labor Code section 1725.5. Full compensation for conforming to the requirements of the Labor Code and with other Federal, State and local laws related to labor, and rules, regulations and ordinances which apply to any work performed pursuant to this AGREEMENT shall be considered as included in the price for all contract items of work involved.

This AGREEMENT is further subject to prevailing wage law including, but not limited to, the following:

1. The CONTRACTOR shall pay the prevailing wage rates for all work performed under the AGREEMENT. When any craft or classification is omitted from the general prevailing wage determinations, the CONTRACTOR shall pay the wage rate of the craft or classification most closely related to the omitted classification. The CONTRACTOR shall forfeit as a penalty to City \$200.00 or any greater penalty provided in the Labor Code for each Calendar Day, or portion thereof, for each worker paid less than the prevailing wage rates for any work done under the AGREEMENT employed in the execution of the work by CONTRACTOR or by any Subcontract under CONTRACTOR in violation of the provisions of the Labor Code. In addition, the difference between such prevailing wage rates and the amount paid to each worker for each Calendar Day, or portion thereof, for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONTRACTOR.

2. CONTRACTOR shall comply with the provisions of Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that CONTRACTOR is responsible for compliance with Section 1777.5 by all of its subcontractors.

3. Pursuant to Labor Code § 1776, CONTRACTOR and any subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with this AGREEMENT. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (1) The information contained in the payroll record is true and correct; and (2) The employer has complied with the requirements of Labor Code §§ 1811, and 1815 for any work performed by his or her employees on the public works project. The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours as required by Labor Code § 1776.

4. This AGREEMENT is subject to Public Contract Code Section 6109: CONTRACTOR shall be prohibited from performing work on this project with a subcontractor who is ineligible to perform work on the project pursuant to Sections 1777.1 or 1777.7 of the Labor Code.

This AGREEMENT is further subject to 8-hour work day and wage and hour penalty law, including, but not limited to, Labor Code Sections 1810 and 1813, as well as California and City of Benicia nondiscrimination laws, as follows:

(a) CONTRACTOR shall strictly adhere to the provisions of the Labor Code regarding the 8-hour day and the 40-hour week, overtime, Saturday, Sunday and holiday work and nondiscrimination on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex or sexual orientation, except as provided in Section 12940 of the Government Code. Consistent with CITY's policy that harassment and discrimination are unacceptable employer/employee conduct, CONTRACTOR agrees that harassment or discrimination directed toward a job applicant, a CITY employee, or a citizen by CONTRACTOR or CONTRACTOR's employee or subcontractor on the basis of race, religious creed, color, national origin, ancestry, physical or mental disability, marital status, pregnancy, sex, age, sexual orientation or other prohibited basis will not be tolerated. CONTRACTOR agrees that any and all violation of this provision shall constitute a material breach of the Agreement.

Pursuant to the provisions of the Labor Code, eight hours' labor shall constitute a legal day's work. Work performed by CONTRACTOR's employees in excess of eight hours per day, and 40 hours during any one week, must include compensation for all hours worked in excess of eight hours per day, or 40 hours during any one week, at not less than one and one-half times the basic rate of pay. CONTRACTOR shall forfeit as a penalty to City \$25.00 or any greater penalty set forth in the Labor Code for each worker employed in the execution of the work by CONTRACTOR or by any Subcontractor of CONTRACTOR, for each Calendar Day during which such worker is required or permitted to the work more than eight hours in one Calendar Day or more than 40 hours in any one calendar week in violation of the provisions of the Labor Code.

#### V. WORKERS COMPENSATION INSURANCE

With respect to performance of work under this AGREEMENT, CONTRACTOR shall maintain, and shall require all of its subcontractors to maintain, insurance as required in the CITY.

This AGREEMENT is further subject to Workers' Compensation obligations, including, but not limited to, California Labor Code Sections 1860 and 1861 as follows:

CONTRACTOR shall take out and maintain, during the life of this contract, Worker's Compensation Insurance for all of CONTRACTOR's employees employed at the site of improvement; and, if any work is sublet, CONTRACTOR shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by CONTRACTOR. CONTRACTOR and any of CONTRACTOR's subcontractors shall be required to provide City with a written statement acknowledging its obligation to secure payment of Worker's Compensation Insurance as required by Labor Code § 1861; to wit: 'I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.' If any class of employees engaged in work under this AGREEMENT at the site of the Project is not protected under any Worker's Compensation law, CONTRACTOR shall provide and shall cause each subcontractor to provide adequate insurance for the protection of employees not otherwise protected. CONTRACTOR shall indemnify and hold harmless City for any damage resulting from failure of either CONTRACTOR or any subcontractor to take out or maintain such insurance.

In the event any class of employees engaged in hazardous work under this Contract is not protected under Workers' Compensation Statues, the Contractor shall provide, and shall cause all subcontractors to provide, adequate and suitable insurance for the protection of its employees not otherwise protected. Such policy must be acceptable to City and shall provide that it will not be cancelled without first giving thirty (30) days' notice to City. Contractor's workers' compensation insurance shall include the following language: "All rights of subrogation are hereby waived against the City, its officers and employees when acting within the scope of their appointment".

#### VI. INSURANCE AND INDEMNIFICATION

The Contractor's obligations regarding indemnification of the City and the requirements for insurance shall conform to the provisions in Section 7-1.05 of the Standard Specifications, "Indemnification," and Section 7-1.06, "Insurance" and these General Provisions. If there is any conflict between the

indemnification and insurance requirements of the Standard Specifications and these General Provisions, the specifications offering the City the broadest coverage available to the City shall apply.

The Contractor/ Subcontractor's responsibility for such defense and indemnity obligations shall survive termination or completion of this contract for the full period of time allowed by law.

The limits of insurance required in the contract may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

Contractor shall obtain insurance acceptable to the City in a company or companies admitted in California and with a Best rating of no less than A VII or as acceptable to the City. The required documentation of such insurance shall be furnished to the City at the time Contractor returns the executed contract. The proper insurance shall be provided within ten (10) days of the date of mailing of the notice that the contract has been awarded and prior to the City executing the contract and issuing a notice to proceed. The Contractor shall not commence work nor shall s/he allow her/his employees or subcontractor or anyone to commence work until all insurance required hereunder has been submitted and approved and a notice to proceed has been issued.

Without limiting Contractor indemnification provided hereunder, Contractor shall take out and maintain at all times during the life of this contract, up to the date of acceptance of the work by the City, the following policies of insurance:

A. Workers' compensation insurance to cover its employees and the Contractor shall require all Subcontractors similarly to provide workers' compensation insurance as required by the Labor Code of the State of California for all of the subcontractor's employees. See Workers Compensation Insurance above.

B. General liability insurance including bodily injury and property damage insurance for all activities of the Contractor and its subcontractors arising out of or in connection with this contract, written on a comprehensive general liability form including, but not limited to, Broad Form Property Damage, blanket contractual, completed operations, vehicle coverage, products liability and employers non-ownership liability coverage in an amount no less than \$1 million dollars combined, single limit personal injury and property damage for each occurrence, with a general annual aggregate of not less \$2 million. The completed operations and product liability insurance shall continue for not less than 365 days or for the full period allowed by law following acceptance of the work by City and shall be maintained for a minimum of five (5) years. In the event Contractor fails to obtain or maintain completed operations coverage as required by this contract, the City may at its sole discretion purchase such coverage and the cost shall be paid by the Contractor. Each such policy shall be endorsed with the following language:

1. The City of Benicia is named as an additional insured for all liability arising out of the operations by or on behalf of the named insured, and this policy protects the additional insured, its officers, agents and employees against liability for personal and bodily injuries, deaths or property damage or destruction arising in any respect, directly or indirectly, in the performance of the contract.
2. It shall be a requirement under this contract that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available

to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the broader coverage and maximum limits specified in this contract; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater.

3. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured.

4. The Additional Insured coverage under the Contractor's policy shall be primary and non-contributory and will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13..

5. The coverage provided by this policy shall not be cancelled without thirty (30) days prior written notice given to the City.

6. This policy does not exclude explosion, collapse, underground excavation hazards or removal of lateral support.

7. Contractor agrees to include with all subcontractors in the subcontract the same requirements and provisions of this contract including the indemnity and insurance requirements to the extent they apply to the scope of the subcontractor's work. Subcontractors hired by the Contractor agree to be bound to Contractor and the City in the same manner and to the same extent as Contractor is bound to the City under the Contract Documents. Subcontractor further agrees to include these same provisions with any Sub-subcontractor. A copy of the City's Contract Document indemnity and insurance provisions will be furnished to the Subcontractor upon request. The Contractor shall require all subcontractors to provide a valid certificate of insurance and the required endorsements included in the agreement prior to the commencement of any work and will provide proof of compliance to the City.

C. To the extent the following described damage is not covered by insurance, the Contractor shall be responsible for the cost of repairing or restoring damage to the work ("the costs"), which damage occurs prior to acceptance of the work by the City and the damage is determined to be proximately caused by an act of God.

1. Notwithstanding anything to the contrary stated herein, if said act of God constitutes an earthquake in excess of a magnitude of the work by the City and the damage is determined to be proximately caused by an act of God.

2. Subparagraph C (1) shall not be applicable if the work paid for by this agreement is financed by revenue bonds.

D. In the event the work involves the construction of a building, bridge or other structure, Builder's Risk "All Risk" completed value insurance coverage (including flood but unless otherwise specified in the bid documents excluding earthquake and tidal wave) upon the entire project and including completed work and work in progress. The City of Benicia shall be named as an additional insured. The policy shall be endorsed to provide that it will not be cancelled without giving thirty (30) days prior written notice to the City by mail.

E. All self-insured retentions (SIR) must be disclosed to the City's Risk Management for approval

and shall not reduce the limits of liability. Policies containing any self-insured (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or the City. The City reserves the right to obtain a full certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of the right to exercise later. Any deductible or self-insured retentions must be declared to and approved by City. At the option of City, insurer shall reduce or eliminate such deductible or self-insured retention as respects City, its officers and employees or Contractor shall procure a bond guaranteeing payment of losses and related investigation, claims, administration and defense expenses.

#### **VIII. ASSIGNMENT AND DELEGATION**

CITY and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents. This AGREEMENT is not assignable nor the performance of either party's duties delegable without prior written consent of the other party. Any attempted or purported assignment or delegation of any of the rights of obligations of either party without the prior written consent of the other shall be void and of no force and effect.

#### **IX. DISPUTE RESOLUTION**

CITY shall have full authority to compromise or otherwise settle any claim relating to this AGREEMENT or any part hereof at any time. CITY shall provide timely notification to CONTRACTOR of the receipt of any third-party claim relating to this AGREEMENT. CITY shall be entitled to recover its reasonable costs incurred in providing the notification required by this section.

This AGREEMENT is further subject to the provisions Chapter 9 (commencing with section 9204 of the Public Contracts Code and, to the extent there is no conflict, Article 1.5 (commencing at Section 20104) of Division 2, Part 3 of the Public Contract Code regarding the resolution of public works claims of less than \$375,000 dispute through mediation. This AGREEMENT hereby incorporates the provisions of section 9204 and of Article 1.5 as though fully set forth herein.

#### **X. INDEPENDENT CONTRACTOR**

CONTRACTOR is and shall at all times remain as to CITY, a wholly independent contractor. Neither CITY nor any of its agents shall have control of the conduct of CONTRACTOR or any of CONTRACTOR's employees, except as herein set forth. CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of CITY.

#### **XI. TAXES, PROGRESS PAYMENT, SECURITIES SUBSTITUTION**

CONTRACTOR is responsible for paying all retail, sales and use, transportation, export, import, special or other taxes and duties applicable to, and assessable against any work, materials, equipment, services, processes and operations incidental to or involved in this AGREEMENT. The CONTRACTOR is responsible for ascertaining and arranging to pay them. The prices established in this AGREEMENT shall include compensation for any taxes the CONTRACTOR is required to pay by laws and regulations in effect as of the execution of this AGREEMENT.

The CITY will pay the CONTRACTOR progress payments and the final payment, withholding 5% retention from each payment until after the lien period is over, and less any penalties and charges and in accordance with the method set forth in the 2015 State Standard Specifications Section 9-1.16 with warrants drawn on the appropriate fund or funds as required, according to the prices as estimated and accepted, based upon the Request for Quotation submitted by the CONTRACTOR.

At the request and expense of CONTRACTOR, securities equivalent to the amount withheld shall be deposited with CITY, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to CONTRACTOR. Upon satisfactory completion of this AGREEMENT, the securities shall be returned to CONTRACTOR.

At any time during the term of this AGREEMENT CONTRACTOR may, at its own expense, substitute securities for funds otherwise withheld as retention (or the retained percentage) in accordance with Public Contract Code § 22300.

**XII. NOTICES**

All notices and communications shall be sent in writing to the parties at the following

To CITY: Will Tarbox, Public Works Director  
City of Benicia  
250 East L Street  
Benicia, CA 94510

To CONTRACTOR: Ghilotti Construction Co., Inc.  
Attn: Tom Donohoe  
246 Ghilotti Ave  
Santa Rosa, CA 95407

**XIII. ENTIRE AGREEMENT**

This AGREEMENT supersedes any and all other agreements, either oral or written, between the parties and contains all of the covenants and agreements between the parties pertaining to the work of improvements described herein. Each party to this AGREEMENT acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement, statements or promises not contained in this AGREEMENT shall not be valid or binding. Any modification of this AGREEMENT will be effective only if signed by the party to be charged.

The benefits and obligations of this AGREEMENT shall inure to and be binding upon the representatives, agents, partners, heirs, successors and assigns of the parties hereto. This AGREEMENT shall be construed pursuant to the laws of the State of California.

**XIV. AUTHORITY TO ENTER INTO AGREEMENT**

The signatories hereto represent that they are authorized to sign on behalf of the respective parties they represent and are competent to do so, and each of the parties hereto hereby irrevocably waives

any and all rights to challenge signatures on these bases.

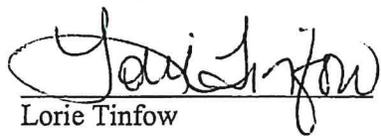
IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this AGREEMENT to be executed in duplicate by setting hereunto their names, titles, hands, and seals this date.

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed on the day and year first written above.

CONTRACTOR

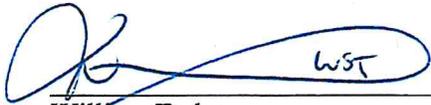
CITY OF BENICIA  
A Municipal Corporation

BY:   
Title: Brian Ongaro  
Sr. Vice President

  
Lorie Tinfow  
CITY MANAGER

(Attach Notary Acknowledgment)

RECOMMENDED BY:

 WST  
William Tarbox  
PUBLIC WORKS DIRECTOR

APPROVED AS TO FORM:

  
Heather C. Mc Laughlin  
CITY ATTORNEY

Attachments: Maintenance Bond

CONTRACT # 19-267

**AMENDMENT TO AGREEMENT**

This Amendment of the Agreement, entered into this 4th day of October, 2019, by and between the City of Benicia, a municipal corporation (hereinafter "CITY") and Ghilotti Construction, with its primary office located at 246 Ghilotti Ave., Santa Rosa, CA 95407, (hereinafter "CONTRACTOR"), is made with reference to the following:

**RECITALS**

A. On April 13, <sup>2018</sup>~~2019~~; On-Call Emergency Construction Agreement (Contract #18-138) was entered into by and between CITY and CONTRACTOR, ("Agreement"); and

B. CITY and CONTRACTOR desire to modify the Agreement on the terms and conditions set forth herein.

**NOW, THEREFORE**, it is mutually agreed by and between and undersigned parties as follows:

1. Section III. Payment and Termination, Paragraph 3 states that the Agreement expires on June 30, 2019 unless extended by a one-year extension in a written agreement of the parties. This Amendment to Agreement hereby extends the term to June 30, 2020.
2. Except as expressly modified herein, all other terms and covenants set forth in the Agreement shall remain the same and shall be in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have caused this modification of Agreement to be executed on the day and year first above written.

[SIGNATURES ON THE FOLLOWING PAGE]

CONTRACTOR

BY:   
Title: EVP Operations  
Brian Ongan

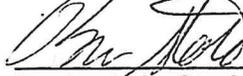
CITY OF BENICIA  
A Municipal Corporation

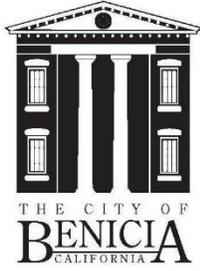
  
Lorie Tinfow  
CITY MANAGER

RECOMMENDED BY:

  
William Tarbox  
DEPARTMENT HEAD

APPROVED AS TO FORM:

  
Benjamin L. Stock  
CITY ATTORNEY



**AGENDA ITEM  
CITY COUNCIL MEETING DATE – MAY 19, 2020  
CONSENT CALENDAR**

**TO** : City Manager

**FROM** : Director of Library and Cultural Services

**SUBJECT** : **PUBLIC ART SELECTIONS**

**EXECUTIVE SUMMARY:**

The Arts & Culture Commission brings forward three additional proposed public art pieces to be installed on existing wood benches at the Library; and on an existing metal bench on the First Street Promenade.

**RECOMMENDATION:**

Move to approve the recommendation of the Arts & Culture Commission (ACC) for public art pieces selected through the Public Art Program process (See Attachments 1 & 2), which will decorate three benches owned by the City.

**BUDGET INFORMATION:**

**Bench decoration:** The ACC has engaged in a series of fundraising events to support this program. All costs are covered by these fundraising efforts, with additional funding coming by way of the fundraising efforts of the Friends of Public Art (FOPA) Benicia, which received a nearly \$20,000 grant from Valero for public art projects.

The Public Works Department and Community Development Department have worked with Library & Cultural Services to assure that there will be no unexpected or long-term costs associated with these art pieces. The necessary permits will need to be obtained by the artists, with Public Works waiving the fees for those permits.

**BACKGROUND:**

Since 2017, the ACC has been concertedly engaged in fostering public art in many forms throughout Benicia. The installations successfully put in place to date include a series of nine traffic signal boxes, the Tula-Benicia Sister Cities mural, Lisa Reinertson's "Neptune's Daughter" statue, and the rotating student art panels on Military West.

Tonight, we are bringing additional selections forward for Council approval, in accordance with the City's Public Art Program. If approved, these pieces will be executed over the course of the next several months, so that we have three additional highly visible public art pieces completed by late summer.

The first is an addition to the bench decorated by artist Bill Gian beneath the Library’s Fountain Arbor, which will flank the initial bench with two complementary benches to comprise a triptych of a scene with egrets on the shoreline.

The second is a long-anticipated decorated metal bench on the promenade at the bottom of First Street, executed according to an original design by the late local artist Kathy Oja by members of her family as a memorial to the artist.

These benches have been approved, in the case of the Library benches, by both the Library Board of Trustees and the Historic Preservation Review Commission, and in the case of the promenade bench, by the Historic Preservation Review Commission.

The attachments detail the artists’ credentials and provide a visual representation of the work intended, as follows:

- Bill Gian proposal for two painted benches under the arbor near the Library fountain (Attachment 1)
- Memorial bench for Kathy Oja, executed according to her original design by her family, on a metal bench on the promenade at the bottom of First Street. (Attachment 2)

**NEXT STEPS:**

Upon approval of the two wooden benches and one metal bench, the Arts & Culture Commission will notify the artists and work with Public Works to complete all necessary permitting. Once the artists have acquired all necessary permits, including rights of entry, artists can begin the work of decorating their sites, with completion expected by late summer.

**ALTERNATIVE ACTIONS:**

The City Council could choose not to proceed with the public art projects described in this report.

<b>General Plan</b>	Goal 3.6: Support and promote the arts as a major element in Benicia’s Community identity. Policy 3.6.3: Enhance public spaces with art.
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<b>Priority Based Budgeting</b>	<b>Strategic City Result Impacted by this Agenda Item</b>
	<p>The City Council and community identified six (6) key “Results” that establish the key goals for which the City of Benicia aspires to achieve with our programs and services. Agenda Items often influence multiple Results, the primary Result impacted by this Agenda Item is (please check one):</p> <p><input type="checkbox"/> Protect Community Health &amp; Safety</p> <p><input checked="" type="checkbox"/> Maintain &amp; Enhance A High Quality of Life</p> <p><input type="checkbox"/> Preserve &amp; Enhance Infrastructure</p> <p><input type="checkbox"/> Strengthen Economic &amp; Fiscal Conditions</p> <p><input type="checkbox"/> Protect &amp; Enhance the Environment</p> <p><input type="checkbox"/> High Performing Government</p>

	<b>City Programs Impacted by This Agenda Item:</b>
	1. Public Art Program
	<b>Priority Based Budgeting (PBB) Website:</b>
	Coming soon in Spring 2020 will be a link to the City of Benicia’s PBB website to learn more about these programs and their costs.

<b>CEQA Analysis</b>	This project is exempt from the provisions of the California Environmental Quality Act (“CEQA”), pursuant to Section 15061 of the CEQA Guidelines, because it can be seen with certainty that there is no possibility that the proposed public art pieces will have a significant effect on the environment.
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**ATTACHMENTS:**

1. Bill Gian - Library Arbor Benches
2. Kathy Oja - First Street Promenade Bench

*For more information contact: David Dodd, Director of Library and Cultural Services*

*Phone: 707.746.4340*

*E-mail: ddodd@ci.benicia.ca.us*

# LIBRARY ARBOR PUBLIC ART BENCH

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Two Additional Framing Benches—  
Commission to Bill Gian  
9/13/2019

# Selected Site: Library Arbor



# Comp Layouts



# Selected Site: Library Arbor: Before

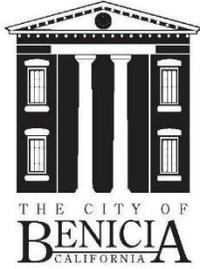


# Library Arbor Comp: After



# KATHY OJA PROMENADE BENCH





**AGENDA ITEM  
CITY COUNCIL MEETING DATE – MAY 19, 2020  
BUSINESS ITEMS**

**TO :** City Manager

**FROM :** Public Works Director

**SUBJECT :** **DEBT RETIREMENT FOR THE WASTEWATER INFLOW AND INFILTRATION IMPROVEMENT PROJECT**

**EXECUTIVE SUMMARY:**

This report recommends authorizing the City Manager to execute the full repayment of the City’s loan with the State Water Resources Control Board (SWRCB) for the Wastewater Inflow and Infiltration Improvement Project (Project) in the not to exceed amount of \$4,000,000, saving the City approximately \$270,000 in interest payments. Additionally, staff recommends authorizing the Public Works Director to submit the Letter of Intent as required by the loan agreement.

**RECOMMENDATION:**

Move to adopt the resolution (Attachment 1) authorizing the debt retirement of SWRCB Agreement No. 03806-550-0 for the Project in the not to exceed amount of \$4,000,000, as well as the needed budget adjustment, and authorizing the Public Works Director to sign all documents required to retire the Loan, including the Letter of Intent (Attachment 2).

**BUDGET INFORMATION:**

The current year loan payments for the SWCRB project loan are budgeted and paid from 7108030-7615 (Principal) and 7108030-7620 (Interest). Because the full payoff of the loan was not anticipated during the FY 19-21 biennial budget process, a budget adjustment is necessary.

Approve a budget adjustment of \$3,706,000 to 7108030-7615 (Principal), \$294,000 to 7108030-7620 (Interest), \$4,000,000 to 7108030-5799 (Wastewater Ops. Transfer In), and \$4,000,000 to 7258032-7699 (Wastewater Capacity Transfer Out).

**BACKGROUND:**

In 2003, the City secured a 20-year Clean Water State Revolving Fund loan (Loan), issued by the SWRCB in the amount of \$11,196,432 with a 2.6% interest rate for the Project. The Loan matures on April 10, 2025. Upon receipt of the Loan, the City dedicated the sewer service charge as the source of revenue for repayment of the Loan for the Project. Staff is recommending paying off the remaining balance of the Loan with wastewater capacity fee funds. There is no prepayment penalty per Exhibit B, Section 2.3D of the Loan Agreement. By retiring the debt early, the City will save approximately \$270,000 in interest payments.

The use of wastewater capacity fee funds is regulated by the Mitigation Fee Act (CA Government Code Section 66013, 66016, 66022, and 66023). Under the Mitigation Fee Act, capacity fees are charges for public facilities in existence at the time the fees are imposed or charges for new public facilities to be acquired or constructed in the future that are of proportional benefit to the person or property being charged. Capacity fees must be used for the purposes for which they were collected.

The Project consisted of constructing a new, approximately 3-mile relief sewer pipeline across the City to convey peak wet weather flow directly to the Wastewater Treatment Plant (WWTP) and installation of pumping, screening and disinfection/dichlorination facilities at the WWTP to handle peak flows. Capacity fee revenues are appropriately used to pay off the Loan because the Project serves new development by increasing the hydraulic capacity in the sewer collection system, which will minimize and prevent sanitary sewer overflows and provide sufficient capacity to serve new growth.

The process for retiring the debt includes submitting a Letter of Intent to the SWRCB (Attachment 2) which includes a commitment date for payment as well as a request for the calculation of the final payment amount. Upon receiving the City’s Letter of Intent, SWRCB will calculate the final payoff amount and respond to the City. Based on the Loan payment schedule, staff estimate the final payment to not exceed \$4,000,000.

**NEXT STEPS:**

Staff will submit the Letter of Intent to the SWRCB (Attachment 2). Upon receiving a response from SWRCB, the City will issue the final payment to retire the CWSRF Loan Agreement No. 03806-550-0 for the Project.

**ALTERNATIVE ACTIONS:**

If Council does not approve the early debt retirement for the Project, the City will continue to make biannual payments to SWRCB until the Loan matures on April 10, 2025 and will not realize an interest savings of \$270,000.

<b>General Plan</b>	Goal 1: Creating a sustainable community in Benicia
	Goal 2.28: Improve and maintain public facilities and services

<b>Priority Based Budgeting</b>	<b>Strategic City Result Impacted by this Agenda Item</b>
	<p>The City Council and community identified six (6) key “Results” that establish the key goals for which the City of Benicia aspires to achieve with our programs and services. Agenda Items often influence multiple Results, the primary Result impacted by this Agenda Item is (please check one):</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Protect Community Health &amp; Safety</li> <li><input type="checkbox"/> Maintain &amp; Enhance A High Quality of Life</li> <li><input type="checkbox"/> Preserve &amp; Enhance Infrastructure</li> <li><input checked="" type="checkbox"/> Strengthen Economic &amp; Fiscal Conditions</li> <li><input type="checkbox"/> Protect &amp; Enhance the Environment</li> </ul>

	<input checked="" type="checkbox"/> High Performing Government <b>City Programs Impacted by This Agenda Item (Top 3):</b> 1. Financial Planning 2. Wastewater Treatment Plant Optimization Programs 3. Capital Improvement Program <b>Priority Based Budgeting (PBB) Website:</b> Coming soon in Spring 2020 will be a link to the City of Benicia's PBB website to learn more about these programs and their costs.
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<b>CEQA Analysis</b>	This activity does not meet the definition of a project as described in Title 14 of the California Code of Regulations, §15378(a).
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**ATTACHMENTS:**

1. Resolution – Debt Retirement
2. Letter of Intent

*For more information contact: Kyle Ochenduszko*

*Phone: (707) 746-4376*

*E-mail: KOchenduszko@ci.benicia.ca.us*

**RESOLUTION NO. 20 -**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA  
AUTHORIZING THE DEBT RETIREMENT OF THE CLEAN WATER STATE  
REVOLVING FUND LOAN ISSUED BY THE STATE WATER RESOURCES  
CONTROL BOARD FOR THE WASTEWATER INFLOW AND INFILTRATION  
IMPROVEMENT PROJECT IN THE NOT TO EXCEED AMOUNT OF \$4,000,000**

**WHEREAS**, in 2003, the City secured a 20-year Clean Water State Revolving Fund loan (“Loan”) issued by the State Water Resources Control Board in the amount of \$11,196,432 with a 2.6% interest rate for the Wastewater Inflow and Infiltration Improvement Project (“Project”); and

**WHEREAS**, the Project consisted of constructing a new, approximately 3 mile relief sewer pipeline across the City to convey peak wet weather flow directly to the Wastewater Treatment Plant and installation of pumping, screening and disinfection/dichlorination facilities at the Wastewater Treatment Plant to handle these peak flows; and

**WHEREAS**, the Loan matures on April 10, 2025; and

**WHEREAS**, in 2003, Resolution No. 03-114 dedicated the sewer service charge as the source of revenue for repayment of the Loan for the Project; and

**WHEREAS**, staff recommends paying off the remaining balance of the Loan with wastewater capacity fee funds as the Project is of proportionate benefit to new development because it increased the hydraulic capacity in the sewer collection system, which will minimize and prevent sanitary sewer overflows and provide sufficient capacity to serve new growth; and

**WHEREAS**, retiring the Loan before full maturity will save the City approximately \$270,000; and

**WHEREAS**, sufficient funds are available in wastewater capacity fee fund reserves.

**NOW, THEREFORE, BE IT RESOLVED THAT** the City Council of the City of Benicia hereby authorizes the debt retirement of the Clean Water State Revolving Fund Loan issued by the State Water Resources Control Board for the Wastewater Inflow and Infiltration Improvement Project in the not to exceed amount of \$4,000,000.

**BE IT FURTHER RESOLVED THAT** a budget adjustment of \$3,706,000 to 7108030-7615 (Principal), \$294,000 to 7108030-7620 (Interest), \$4,000,000 to 7108030-5799 (Wastewater Ops. Transfer In), and \$4,000,000 to 7258032-7699 (Wastewater Capacity Transfer Out) is authorized to make the final payment; and

**BE IT FURTHER RESOLVED THAT** the Public Works Director, in coordination with the Finance Director, has authority on behalf of the City to sign all documents related to and required by the State Water Resources Control Board to retire the Loan, including the Letter of Intent.

\*\*\*\*\*

On motion of Council Member \_\_\_\_\_, seconded by Council Member \_\_\_\_\_, the above Resolution is introduced and passed by the City Council of the City of Benicia at a regular meeting of the Council held on the 19<sup>th</sup> day of May, 2020 and adopted by the following vote:

Ayes:

Noes:

Absent:

\_\_\_\_\_  
Elizabeth Patterson, Mayor

Attest:

\_\_\_\_\_  
Lisa Wolfe, City Clerk

\_\_\_\_\_  
Date

State Water Resources Control Board  
Division of Administrative Services – Loans and Grants  
1001 I Street  
Sacramento, CA 95814

RE: Request to Retire CWSRF Agreement No. 03806-550-0 (Project No. C-06-4528-210) By June 30, 2020

To Whom It May Concern:

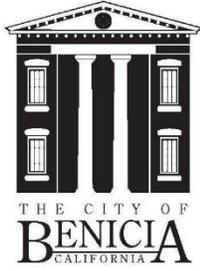
The City of Benicia (City) has a Clean Water State Revolving Fund (CWSRF) agreement (Agreement No. 03806-550-0 or Project No. C-06-4528-210). I am the “Authorized Representative” pursuant to the CWSRF agreement and request, on behalf of the City, to retire the agreement before its full maturity date of April 10, 2025. Please send me the requisite documents in order to retire this agreement by June 30, 2020.

Please contact me should you have any further questions at 707.746.4240 or [wtarbox@ci.benicia.ca.us](mailto:wtarbox@ci.benicia.ca.us).

Sincerely,

WILLIAM TARBOX  
Public Works Director, City of Benicia

CC: Lorie Tinfow, City Manager, City of Benicia  
Benjamin Stock, City Attorney, City of Benicia  
Cindy Mosser, Finance Director, City of Benicia  
Kyle Ochendusko, Deputy Public Works Director, City of Benicia  
Romana Wortell, State Water Resources Control Board (via email)



**AGENDA ITEM  
CITY COUNCIL MEETING DATE – MAY 19, 2020  
BUSINESS ITEMS**

**TO** : City Council

**FROM** : City Manager

**SUBJECT** : **CLIMATE EMERGENCY RESOLUTION**

**EXECUTIVE SUMMARY:**

At its September 3, 2019 meeting, the City Council agreed to discuss a request from Mayor Patterson as part of the two-step process to consider adopting the Climate Emergency Resolution. This was discussed at the February 4, 2020 Special City Council meeting, and the Council established a subcommittee to revise the resolution. This subcommittee has completed its revisions and the Climate Emergency Resolution has been brought for the Council’s consideration.

**RECOMMENDATION:**

Move to adopt the Climate Emergency Resolution (Attachment 1), endorsing the declaration of a climate emergency and requesting regional collaboration on an immediate mobilization effort to restore a safe climate.

**BUDGET INFORMATION:**

There are no financial or budgetary impacts associated with the adoption of this resolution.

**BACKGROUND:**

On September 3, 2019, City Council agreed to discuss a two-step request submitted by Mayor Patterson (Attachment 2), requesting that the City Council consider adopting the Climate Emergency Resolution. This request was discussed at the February 4, 2020 Special City Council meeting. Council voted to establish a subcommittee, consisting of Council Members Campbell and Young, to revise the resolution and bring it back to Council for consideration. The subcommittee has made their revisions and the resolution has been brought back before the Council.

The two-step request submitted by Mayor Patterson explains that cities are adopting this Climate Emergency Resolution to mobilize cities to end city-wide greenhouse gas emissions. The resolution points out the urgent need to combat climate change, and the fact that Benicia is particularly vulnerable to sea-level rise, storm surge, and coastal erosion, exacerbated by extreme weather events with increased flooding and temperatures causing evaporation on land.

The proposed Climate Emergency Resolution declares that an existential climate emergency threatens our City, region, state, nation, civilization, humanity and the natural world and that time is of the essence; and that the City of Benicia endorses a just, Citywide emergency mobilization effort to reverse global warming, affirming City policy and priorities and appropriate financial and regulatory assistance from the County of Solano and State and Federal authorities to end Citywide greenhouse gas emissions and safely draw down carbon from the atmosphere as quickly as possible.

The proposed resolution also declares that the City will consult with community, labor, environmental justice, economic justice and racial justice organizations at every step of the climate emergency mobilization process, and will call on the Solano Transportation Agency (STA), SolTrans, and other appropriate local agencies to participate in this regional emergency mobilization effort. The City will continue its effort to address the climate emergency locally by, among other things, transitioning to a primarily electric vehicle fleet as the technology develops.

**NEXT STEPS:**

If the resolution is adopted, staff will proceed with the regional collaboration effort to restore a safe climate.

**ALTERNATIVE ACTIONS:**

Council could choose to not adopt the resolution.

<b>General Plan</b>	Goal 4.9: Ensure clean air for Benicia residents
	Goal 4.10: Support improved regional air quality.

<b>Priority Based Budgeting</b>	<b>Strategic City Result Impacted by this Agenda Item</b>
	The City Council and community identified six (6) key “Results” that establish the key goals for which the City of Benicia aspires to achieve with our programs and services. Agenda Items often influence multiple Results, the primary Result impacted by this Agenda Item is (please check one):
	<input checked="" type="checkbox"/> Protect Community Health & Safety <input type="checkbox"/> Maintain & Enhance A High Quality of Life <input type="checkbox"/> Preserve & Enhance Infrastructure <input type="checkbox"/> Strengthen Economic & Fiscal Conditions <input checked="" type="checkbox"/> Protect & Enhance the Environment <input type="checkbox"/> High Performing Government
	<b>City Programs Impacted by This Agenda Item (Top 3):</b>
	<ol style="list-style-type: none"> <li>1. Climate Action Plan (CAP) Implementation</li> <li>2. Planning for Natural Hazards</li> <li>3. Public Education – Community Outreach</li> </ol>
	<b>Priority Based Budgeting (PBB) Website:</b>

	Coming soon in Spring 2020 will be a link to the City of Benicia’s PBB website to learn more about these programs and their costs.
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<b>CEQA Analysis</b>	Pursuant to Title 14, the California Code of Regulations, Section 15378(b)(5) of the California Environmental Quality Act (“CEQA”) guidelines, the proposed action is an administrative activity of the City that will not result in direct or indirect physical changes to the environment
--------------------------	---

**ATTACHMENTS:**

1. Resolution - Climate Emergency
2. Two Step Request, Mayor Patterson

*For more information contact: Lorie Tinfow, City Manager*

*Phone: 707.746.4200*

*E-mail: [LTinfow@ci.benicia.ca.us](mailto:LTinfow@ci.benicia.ca.us)*

**RESOLUTION NO. 20-**

**RESOLUTION ENDORSING THE DECLARATION OF A CLIMATE EMERGENCY AND REQUESTING REGIONAL COLLABORATION ON AN IMMEDIATE MOBILIZATION EFFORT TO RESTORE A SAFE CLIMATE**

**WHEREAS**, in April 2016, world leaders from 175 countries recognized the threat of climate change and the urgent need to combat it by signing the Paris Agreement, agreeing to keep warming “well below 2 degrees above pre-industrial levels” and to “pursue efforts to limit the temperature increase to 1.5 degrees C”; and

**WHEREAS**, more than 40 mayors in the greater San Francisco Bay Area have committed to adopt, honor, and uphold the Paris Agreement, noting “We will intensify efforts to meet each of our cities’ current climate goals, push for new action to meet the 1.5 degrees Celsius target, and work together to create a 21st century clean energy economy....The world cannot wait, and neither will we”; and

**WHEREAS**, according to the National Centers for Environmental Information, in 2017, “the US was impacted by 16 separate billion dollar disaster events, tying 2011 for the record number of billion dollar disasters for an entire calendar year,” with a cumulative cost of \$309.5 billion, shattering the previous US annual record of \$219.2 billion in 2005 due to hurricanes; and

**WHEREAS**, Benicia is particularly vulnerable to sea-level rise, storm surge, and coastal erosion, exacerbated by extreme weather events with increased flooding and increased temperatures causing evaporation on land; and

**WHEREAS**, we in Benicia can rise to the challenge of this great crisis with the active consultation, participation, and benefit of workers, business and residents, creating well-paying local jobs in building and installing renewable energy infrastructure, growing and supporting healthy plant-based food grown in the community and county, restoring ecosystems, and retrofitting and redesigning our current environmental electric grid and transportation systems.

**NOW, THEREFORE, BE IT RESOLVED THAT** the City Council of the City of Benicia does hereby declare that an existential climate emergency threatens our City, region, state, nation, civilization, humanity and the natural world and that time is of the essence; and that the City of Benicia endorses a just, Citywide emergency mobilization effort to reverse global warming, affirming City policy and priorities and appropriate financial and regulatory assistance from the County of Solano and State and Federal authorities to end Citywide greenhouse gas emissions and safely draw down carbon from the atmosphere as quickly as possible.

**BE IT FURTHER RESOLVED** that the City of Benicia, in order to ensure a just transition, will consult with community, labor, environmental justice, economic justice and racial justice organizations at every step of the climate emergency mobilization process, and will call on the Solano Transportation Agency (STA), SolTrans, and other appropriate local agencies to participate in this regional emergency mobilization effort.

**BE IT FURTHER RESOLVED** that it is the intent of the City Council of Benicia to continue our effort to address the climate emergency locally by, among other things, transitioning to a primarily electric vehicle fleet as the technology develops.

\*\*\*\*\*

On motion of Council Member \_\_\_\_\_, seconded by Council Member \_\_\_\_\_, the above Resolution was adopted by the City Council of the City of Benicia at a regular meeting of said Council held on the 19<sup>th</sup> day of May, 2020 by the following vote:

Ayes:

Noes:

Absent:

\_\_\_\_\_  
Elizabeth Patterson, Mayor

Attest:

\_\_\_\_\_  
Lisa Wolfe, City Clerk

\_\_\_\_\_  
Date

**APPENDIX A: COUNCIL MEMBER REQUESTED AGENDA ITEM**

Requested by: **Mayor Patterson** \_\_\_\_\_

Desired Initial Council Meeting Date: **July 16, 2019** \_\_\_\_\_

Desired Date for Second Step or Policy Calendar Review: **ASAP 2019**

Deadline for Action, if any: \_\_\_\_\_

Problem/Issue/Idea Name: **Climate Emergency Resolution**

**Description of Problem/Issue/Idea:** Climate Warming

Cities are adopting the Climate Emergency Resolution to mobilize cities to end city-wide green house gas emissions.

Attached is a draft City of Benicia Climate Emergency Resolutsion based on the City of Santa Cruz and a link to the Richmond as an example of a “refinery town” adopting the resolution. Other cities are included with the links below.

The city councils have committed to emergency climate mobilisation and to being an advocate for the cause, which is promoted by [The Climate Mobilization](https://tinyurl.com/yyp6fbo7) (<https://tinyurl.com/yyp6fbo7>). Click on the link for the latest updates on cities adopting the resolution.

[City of Richmond](https://tinyurl.com/y6vwsp2v) (<https://tinyurl.com/y6vwsp2v>) “*The City of Richmond calls for an emergency mobilization effort to end citywide greenhouse gas emissions, educate residents about climate change, and work to advocate for a mass mobilization at the local, state, national, and global levels.*”

Richmond City Climate Emergency Resolution passed unanimously; Document archived on [www.ci.richmond.ca.us](http://www.ci.richmond.ca.us) (PDF) (<https://tinyurl.com/y6vwsp2v>)

[City of Berkeley](https://climatesafety.info/richmondcalifornia/#berkeley) (<https://climatesafety.info/richmondcalifornia/#berkeley>),

[Montgomery County](https://climateemergencydeclaration.org/montgomerycouncilresolution/) in Maryland (<https://climateemergencydeclaration.org/montgomerycouncilresolution/>),

[Hoboken City Council](https://www.theclimatemobilization.org/blog/2018/4/25/hoboken-resolves-to-mobilize) in New Jersey (<https://www.theclimatemobilization.org/blog/2018/4/25/hoboken-resolves-to-mobilize>),

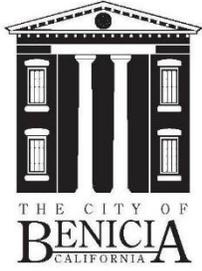
[Los Angeles City Council](https://mynewsla.com/business/2018/04/27/1-a-city-council-forwards-plan-for-climate-emergency-mobilization-department/) (<https://mynewsla.com/business/2018/04/27/1-a-city-council-forwards-plan-for-climate-emergency-mobilization-department/>)

\*\*\*\*\*

COUNCIL DIRECTION

- No Further Action
- Schedule for Second Step on \_\_\_\_\_
- Schedule for Policy Calendar Review on \_\_\_\_\_
- Refer to:     Staff \_\_\_\_\_  
                  Commission \_\_\_\_\_  
                  Board \_\_\_\_\_  
                  Committee \_\_\_\_\_

Date Due: \_\_\_\_\_



**AGENDA ITEM  
CITY COUNCIL MEETING DATE – MAY 19, 2020  
COUNCIL MEMBER COMMITTEE REPORT**

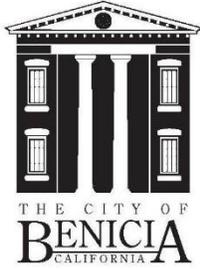
**TO** : Mayor Patterson  
Councilmember Campbell

**FROM** : Community Development Director

**SUBJECT** : **MARIN CLEAN ENERGY (MCE)**

The following information is provided for your committee report at the May 19, 2020 Council meeting.

The next regular scheduled meeting is May 21, 2020. The meeting schedule and minutes can be found online at: <https://www.mcecleanenergy.org/meeting-archive/>.



**AGENDA ITEM  
CITY COUNCIL MEETING DATE – MAY 19, 2020  
COUNCIL MEMBER COMMITTEE REPORT**

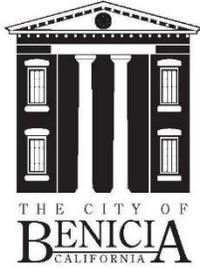
**TO** : Mayor Patterson  
Council Member Strawbridge

**FROM** : Public Works Director

**SUBJECT** : **SOLANO COUNTY WATER AGENCY**

The following information is provided for your committee report at the May 19, 2020 Council meeting.

The regular board meeting on April 9, 2020 was canceled. The agenda for the regular board meeting scheduled for May 14, 2020 is not available as of this date. The next regular board meeting is scheduled for June 11, 2020 at the SCWA office.



**AGENDA ITEM  
CITY COUNCIL MEETING DATE – MAY 19, 2020  
COUNCIL MEMBER COMMITTEE REPORT**

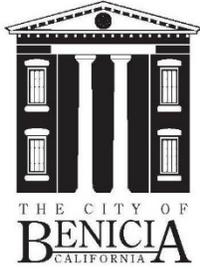
**TO** : Councilmember Young  
Councilmember Largaespada

**FROM** : Community Development Director

**SUBJECT** : **SKY VALLEY OPEN SPACE COMMITTEE**

The following information is provided for your committee report at the May 19, 2020 Council meeting.

These committee meetings are now scheduled on an as-needed basis. At this time, the next meeting date is unknown.



**AGENDA ITEM  
CITY COUNCIL MEETING DATE – MAY 19, 2020  
COUNCIL MEMBER COMMITTEE REPORT**

**TO** : Council Members Campbell  
Vice Mayor Strawbridge

**FROM** : City Manager

**SUBJECT** : **SOLANO EDC BOARD OF DIRECTORS**

The following information is provided for your committee report at the May 19, 2020 City Council meeting.

The last meeting was held on January 9, 2020, at Jelly Belly Visitor Center in Fairfield. The agenda was previously issued. The minutes are attached.

The following meeting of Thursday, March 19, 2020 was canceled. The next meeting is scheduled for Thursday, May 14, 2020 at 9 a.m. via videoconference. The agenda is attached. The minutes are not yet available.

Attachments:

- Solano EDC Minutes, January 2020
- Solano EDC Agenda, 05.14.20

**SOLANO EDC BOARD OF DIRECTORS MEETING**  
**January 9, 2020**  
**MINUTES**

**CALL TO ORDER**

Acting Chair Jeremy Craig called the meeting to order at 9:00 am at the Jelly Belly Candy Company in Fairfield.

**Attending were:**

Paul Adler	Robert Arp	John Barkey	Nicole Braddock
Larry Burkhardt	Robert Burris	Stefan Chatwin	Jeremy Craig
Michele Daugherty	Pippin Dew	John Donlevy Jr.	Kevin English
Celia Esposito-Noy	Lisette Estrella-Henderson		Theresa Fortier
Mario Giuliani	Daryl Halls	Erin Hannigan	J. Paul Harrington
Dilenna Harris	Bridgit Koller	Albert Lavezzo	Sheila McCabe
Harry Price	Jon Quick	Ron Rowlett	Scott Sheldon
Sarah Sweitzer	Scott Thomas	Scot VanBuskirk	Lori Wilson

**Absent were:**

Greg Armstrong	Bill Biasi	Thom Bogue	Aimee Brewer
Tom Campbell	Birgitta Corsello	Abhishek Dosi	Kevin Flanagan
Greg Folsom	Heather Henry	Robert Hickey	Steve Huddleston
Nor Jemjeman	Liz Kelly	Ron Kott	Melyssa Laughlin
Barry Nelson	Greg Nyhoff	Scott Pardini	Scott Reynolds
Talyon Sortor	Lorie Tinfow	Louise Walker	

**APPROVAL OF MINUTES**

Acting Chair Craig called for approval of minutes of the November meeting. Upon motion duly made (Harris) and seconded (Hannigan) it was RESOLVED, that the minutes of the November 14, 2019 meeting of the EDC Board of Directors be approved.

**TREASURERS REPORT**

Treasurer Craig presented the financial report for December 2019. Upon motion duly made (Arp) and seconded (Harris) it was RESOLVED, that the Treasurer's Report be accepted.

**2020 BOARD ELECTION RESULTS**

Acting Chair Craig announced 31 ballots were received for the Board election. Upon motion duly made (Hannigan) and seconded (Daugherty) it was RESOLVED the election results be accepted.

**NEW DIRECTOR**

Acting Chair Craig called for the approval of adding Sheila Carroll, Carroll & Associates to the Board. Upon motion duly made (Lavezzo) and seconded (Hannigan) it was RESOLVED the additional director be accepted.

**2020 CHAIR ELECTION**

Acting Chair Craig nominated Barry Nelson to serve as 2020 Chair for the remainder of the fiscal year. Upon motion duly made (Hannigan) and seconded (Harris) it was RESOLVED, that Barry Nelson continue serving as Chair.

**SOLANO ENERGY WATCH UPDATE**

Program Director J. Paul Harrington informed the group of: 2019 successes; Energy Watch contract expiring in June; PG&E restructuring efficiency programs and new partnership with BayRen.

**PRESIDENT'S REPORT**

President Burris provided an update on: two new members; prospect activity; Census outreach; Solano Economic Research Center projects; Fancy Food Show; MD&M; ad in San Francisco Business Times; marketing stats and Annual Meeting luncheon.

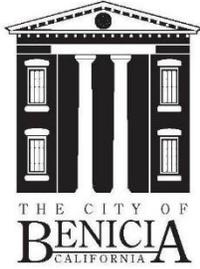
The meeting adjourned 10:15 am.

**Solano EDC Board of Directors Meeting**  
May 14, 2020

**Audience Log-in URL:** <https://www.anymeeting.com/283-760-705>  
**Dial-in Number:** 206-331-4836  
**Attendee PIN:** 283-760-705#

**AGENDA**

- |             |    |   |                           |
|-------------|----|---|---------------------------|
| 9:00 am     | 1. | Call to Order                           | Barry Nelson, Chair       |
| Action Item | 2. | Approval of Jan 9, 2020 Meeting Minutes | Barry Nelson, Chair       |
| Action Item | 3. | Treasurer's Report – April 2020         | Barry Nelson, Chair       |
| Action Item | 4. | Chair-Elect Nomination                  | Barry Nelson, Chair       |
|             | 5. | President's Report                      | Bob Burris, President/CEO |
|             | 6. | Items from Directors                    |                           |
| 10:00 am    | 7. | Adjourn Meeting                         |                           |



**AGENDA ITEM  
CITY COUNCIL MEETING DATE – MAY 19, 2020  
COUNCIL MEMBER COMMITTEE REPORT**

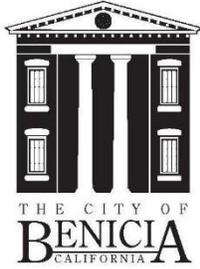
**TO** : Mayor Patterson  
Council Member Largaespada

**FROM** : Public Works Director

**SUBJECT** : **SOLANO TRANSPORTATION AUTHORITY (STA)**

The following information is provided for your committee report at the May 19, 2020 Council meeting.

Minutes from the remote meeting held on April 8, 2020 are not available as well as the agenda for the May 13, 2020 regular board meeting. The next regular board meeting will be on June 10, 2020 at the City of Suisun Council Chambers.



**AGENDA ITEM  
CITY COUNCIL MEETING DATE – MAY 19, 2020  
COUNCIL MEMBER COMMITTEE REPORT**

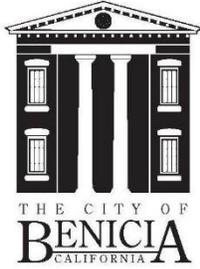
**TO** : Council Member Young  
Council Member Largaespada

**FROM** : Public Works Director

**SUBJECT** : **TRAFFIC, PEDESTRIAN, BICYCLE SAFETY COMMITTEE**

The following information is provided for your committee report at the May 19, 2020 Council meeting.

The TPBS Committee last met on January 16, 2020. The next regular meeting previously scheduled for Thursday, April 16, 2020, was cancelled due to the COVID-19 Pandemic shutdown. The next regular meeting is scheduled for Thursday, July 16, 2020.



**AGENDA ITEM  
CITY COUNCIL MEETING DATE – MAY 19, 2020  
COUNCIL MEMBER COMMITTEE REPORT**

**TO** : Councilmember Largaespada  
**FROM** : Community Development Director  
**SUBJECT** : **TRI-CITY AND COUNTY COOPERATIVE  
PLANNING GROUP “SOLANO OPEN SPACE”**

The following information is provided for your committee report at the May 19, 2020, Council meeting.

The minutes from the most recent meeting on April 22, 2019 are not yet available. The next meeting has not been scheduled yet.

For a list of additional upcoming Solano County outdoor events please visit:  
<http://solanoopenspace.org/AandE.asp>.