



**BENICIA CITY COUNCIL
CITY COUNCIL MEETING AGENDA**

**Benicia City Hall, 250 East L Street
June 16, 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.

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. 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: (669) 900-9128
Meeting ID: 826 4906 6719
Password: 440887

Any member of the public who needs accommodations should email City Clerk Lisa Wolfe at 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. Convene Open Session (7:00 P.M.)

2. Roll Call

3. Pledge Of Allegiance

4. 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.

5. Announcements

5.A - OPENINGS ON BOARDS AND COMMISSIONS

- Building Code Board of Appeals
1 Full Term, Expiring July 31, 2024

- 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

- Economic Development Board
2 Full Terms, Expiring July 31, 2024
- Historic Preservation Review Commission
2 Full Terms, Expiring January 31, 2024
2 Full Terms, Expiring July 31, 2024
- Housing Authority Board
1 Full Term, Expiring January 31, 2024
2 Tenant Terms, Expiring January 31, 2022
1 Full Term, Expiring July 31, 2024
- Human Services Board
1 Partial Term, Expiring July 31, 2021
3 Full Terms, Expiring 7/31/2024
- Open Government Commission
1 Partial Term, Expiring July 31, 2021
- Parks, Recreation & Cemetery Commission
1 Full Student Term, Expiring July 31, 2021
- Planning Commission
1 Full Term, Expiring January 31, 2024
- Sky Valley Open Space Committee
2 Full Terms, Expiring January 31, 2024

6. Proclamations

None

7. Appointments

7.A - MAYOR'S APPOINTMENT OF DAVID HAYER TO THE PLANNING COMMISSION FOR A FULL TERM ENDING JANUARY 31, 2024

[1. Resolution - Hayer](#)

7.B - MAYOR'S APPOINTMENT OF THOMAS DEMASI TO THE COMMUNITY SUSTAINABILITY COMMISSION FOR A PARTIAL TERM ENDING JANUARY 31, 2022

[1. Resolution - DeMasi](#)

7.C - MAYOR'S REAPPOINTMENT OF RANDY RAMOS TO THE HOUSING AUTHORITY BOARD FOR A FULL TERM ENDING JANUARY 31, 2024

[1. Resolution - Ramos](#)

7.D - MAYOR'S REAPPOINTMENT OF ATIBA MURPHY TO THE HOUSING AUTHORITY BOARD FOR A FULL TENANT TERM ENDING JANUARY 31, 2022

[1. Resolution - Murphy](#)

7.E - MAYOR'S REAPPOINTMENT OF NELIA RIMANDO TO THE HOUSING AUTHORITY BOARD FOR A FULL TENANT TERM ENDING JANUARY 31, 2022

[1. Resolution - Rimando](#)

8. Presentations

None

9. Adoption Of Agenda

10. Opportunity For Public Comments

Members of the public may provide public comments to the City Clerk by email at 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: 826 4906 6719

Password: 440887

11. Written Comment

12. Public Comment

13. 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.

13.A - APPROVAL OF CITY COUNCIL MINUTES FROM MAY 26, 2020 AND JUNE 2, 2020 (City Clerk)

Recommendation:

Approve the minutes.

[May 26, 2020 City Council Meeting Minutes](#)

[June 2, 2020 City Council Meeting Minutes](#)

13.B - ELIMINATION OF OVERDUE FINES FOR LIBRARY MATERIALS, WITH OTHER PROPOSED CIRCULATION POLICY CHANGES AND CHANGES TO MASTER FEE SCHEDULE (Director of Library and Cultural Services)

City Staff proposes a change in policy, eliminating the assessment of late charges (fines) for overdue library materials, effective July 1, 2020, upon passage of a resolution by the City Council on recommendation of the Library Board of Trustees. The proposal includes elimination of two other circulation-related fines and fees, in order to promote equitable access to Library materials by all members of the community, as well as other changes to the circulation policies.

Recommendation:

Move to adopt the resolution (Attachment 1) to amend the Benicia Public Library's circulation policies, including the removal of overdue fines, charges for processing of lost and damaged materials, and fees charged for non-pick-up of reserved materials (Attachments 2A, 2B, and 2C), and to amend the Master Fee Schedule to eliminate the late fees, the "Lost or Damaged Material Processing Fee", and the "Unclaimed Hold Fee" (See Exhibit 1 of Attachment 1), in order to facilitate equitable access to Library materials and services for all members of the community.

[Staff Report - Library Circulation Policy Changes and Elimination of Fees](#)

[1. Resolution - Library Circulation Policy Changes and Elimination of Fees](#)

[2.A. Revised Circulation Policies - Policy on Circulation Rules](#)

[2.B. Revised Circulation Policies - Policy on Lost and Damaged Materials](#)

[2.C. Revised Circulation Policies - Overdue Materials Policy](#)

[3. American Library Association Resolution on Monetary Fines as a Form of Social Inequity](#)

13.C - LANDSCAPING AND LIGHTING DISTRICT FISCAL YEAR 2020-2021 (Public Works Director)

The City of Benicia Landscaping and Lighting District consists of five separate zones, with the largest being the residential zone. The other four zones are smaller commercial/industrial areas. Private properties within each zone are assessed annually to pay the cost to maintain landscaping along street rights of way, maintenance of open space areas and maintenance and energy costs of streetlights on a zone-by-zone basis.

Recommendation:

Move to adopt the attached resolutions pertaining to the Landscaping and Lighting District:

1. Initiate Proceedings for the Annual Levy and Collection of Assessments for the City of Benicia Landscaping and Lighting District, Fiscal Year 2020-2021 (Attachment 1).
2. Preliminary approval of the Engineer's Report for the City of Benicia Landscaping and Lighting District, Fiscal Year 2020-2021 (Attachment 2).
3. Intention to Order the Levy and Collection of Assessments Pursuant to the Landscaping and Lighting Act of 1972 and therefore Setting a Public Hearing on July 7, 2020 for the City of Benicia Landscaping and Lighting District, Fiscal Year 2020-2021 (Attachment 3).

[Staff Report - Landscaping & Lighting District Fiscal Year 2020-2021](#)

[1. Resolution of Intent to Initiate Proceedings](#)

[2. Resolution of Preliminary Approval of Engineer's Report](#)

[3. Resolution Setting the Public Hearing Date on July 7, 2020](#)

[4. Preliminary LLAD Engineer's Report FY 20-21](#)

13.D - CALIFORNIA FIRE ASSISTANCE AGREEMENT (Fire Chief)

The California Fire Assistance Agreement (CFAA) provides systematic mobilization, organization, and operation of necessary fire and rescue resources through the California Fire and Rescue Mutual Aid System in mitigating the effects of disasters.

The CFAA ("Agreement") is the negotiated reimbursement mechanism for local government fire agency responses, through the California Fire Services and Rescue Emergency Mutual Aid System. Cal OES, CAL FIRE, and the Federal Fire Agencies will generally use this Agreement for engines, water tenders,

and overhead to address incidents once local agreement resources are exhausted, or where a local agreement is not in place.

Recommendation:

Move to adopt a resolution (Attachment 1) establishing a portal-to-portal compensation package for mutual aid personnel.

[Staff Report - California Fire Assistance Agreement](#)

[1. Resolution - Cal OES Mutual Aid Reimbursement](#)

13.E - PURCHASE OF PUBLIC WORKS PRODUCTION SUPPLIES FOR FISCAL YEAR 2020-2021 (Public Works Director)

The purchase of crushed aggregate rock for repair and maintenance of City streets and utility pipelines is necessary in the day-to-day maintenance operations as well as the purchase of fittings and hardware for repair and maintenance of water distribution pipelines.

Recommendation:

Move to adopt the following resolutions for the FY 2020-2021 operating budget:

1. Authorizing the purchase of crushed aggregate rock for FY 2020-2021 from Syar Industries Inc. of Vallejo, California, for a not-to-exceed cost of \$56,000 (Attachment 1).
2. Authorizing the purchase of water distribution pipeline fittings and hardware for FY 2020-2021 from Pace Supply of Santa Rosa, California, for a not-to-exceed cost of \$75,000 (Attachment 2).

[Staff Report - Purchase of Public Works Production Supplies for FY 2020-2021](#)

[1. Resolution - Purchase of Crushed Aggregate Rock](#)

[2. Resolution - Purchase of Fittings and Hardware](#)

13.F - AWARD OF CHEMICAL PURCHASE ORDERS FOR WATER AND WASTEWATER TREATMENT FOR FISCAL YEAR 2020-2021 (Public Works Director)

This action allows the City of Benicia to purchase chemicals necessary for water and wastewater treatment for FY20/21. Since 1994, the City and other agencies in and around Solano, Napa, and Yolo counties used the group purchasing entity, North Bay Agency Chemical Pool (Chemical Pool), to obtain the best possible pricing through bulk purchasing. The City also solicits bids for specific polymer chemicals not included in the Chemical Pool solicitation process. Sufficient funds were budgeted in the operations accounts of the water treatment and wastewater treatment divisions to cover these costs.

Recommendation:

Move to adopt a resolution (Attachment 1) accepting the bids (Attachment 2) and approving purchase orders to the lowest responsive and responsible bidders for furnishing chemicals for water and wastewater treatment for FY20/21 and authorizing the City Manager or designee to sign the purchase orders on behalf of the City.

[Staff Report - Award of Chemical Purchase Orders for Water and Wastewater Treatment for FY 20-21](#)

[1. Resolution - Award of Chemical Purchase Orders for Water and Wastewater Treatment for FY20-21](#)

[2. Bid Summary \(from Chemical Pool\)](#)

13.G - APPROVAL OF AMENDMENT TO AGREEMENT WITH TRB & ASSOCIATES FOR BUILDING INSPECTION AND PLAN REVIEW SERVICES (Community Development Director)

Approval of an amendment of the agreement with TRB & Associates is needed for ongoing building inspection, administrative support, and plan review services at a not-to-exceed amount of \$165,000, which represents a \$100,000 increase to the current agreement with TRB & Associates. This amount represents a contingency to cover services through the end of the year, in the event a permanent Building Inspector is not hired and plan check applications continue. The Community Development Department continues to need staff augmentation for building inspection, plan check, and administrative support. It is necessary to amend the current agreement to continue through December 31, 2020 and increase the amount for Fiscal Year 19-20 and 20-21.

Recommendation:

Move to adopt the resolution (Attachment 1) approving the amendment to the agreement (Attachment 2) with TRB & Associates for building inspection and plan review services.

[Staff Report- Amendment to Agreement with TRB & Associates](#)

[1. Resolution – Amendment to Agreement with TRB & Associates](#)

[2. Amendment to Agreement with TRB & Associates](#)

13.H - RESOLUTION CALLING FOR THE PRESIDENTIAL GENERAL ELECTION ON NOVEMBER 3, 2020 AND FEES RELATED TO THAT ELECTION (City Clerk)

The proposed resolution meets the requirement of the Government Code, calling for a Presidential General Election, setting a date for that election, and identifying the officers of the City for which the election is proposed. It also continues the past practice of waiving statement fees for the candidates.

Recommendation:

Move to adopt the resolution (Attachment 1), calling and giving notice of the Presidential General Election to be held Tuesday, November 3, 2020, and waiving the fees to the candidates for publication of their statements.

[Staff Report - Calling for 2020 Presidential General Election](#)

[1. Resolution - Calling for 2020 Presidential General Election](#)

13.I - RESOLUTION PROVIDING FOR AND REQUESTING THE SOLANO COUNTY BOARD OF SUPERVISORS TO PERMIT THE REGISTRAR OF VOTERS TO PROVIDE SPECIFIED SERVICES IN CONNECTION WITH THE PRESIDENTIAL GENERAL ELECTION TO BE HELD NOVEMBER 3, 2020 (City Clerk)

The proposed resolution, providing for and requesting the Board of Supervisors to permit the Registrar of Voters to provide specified services in connection with the Presidential General Election to be held November 3, 2020, is required pursuant to Elections Code Section 10002.

Recommendation:

Move to adopt the resolution (Attachment 1), which will enable the City of Benicia to obtain the services of the Registrar of Voters office in the November 3, 2020 Election.

[Staff Report - Consolidation of the 2020 General Municipal Election](#)

[1. Resolution - Consolidation of the 2020 General Municipal Election](#)

[2. Registrar of Voters Fee Schedule](#)

13.J - AWARD OF CONSTRUCTION CONTRACT FOR THE FY 19/20 CITYWIDE MICRO-SURFACING PROJECT (Public Works Director)

The FY 19/20 Citywide Micro-surfacing Project will provide for the preservation and protection of several streets in Benicia by the application of a micro-surfacing pavement treatment.

Recommendation:

Move to adopt a resolution (Attachment 1) accepting the bids for the FY 19/20 Citywide Micro-surfacing Project; awarding the construction contract (Attachment 2) to Graham Contractors, Inc. of San Jose, CA, the lowest responsive and responsible bidder, in the amount of \$1,098,305.15; and authorizing the City Manager to sign the contract and any change orders on behalf of the City in an amount not-to-exceed \$1,263,050.92, which includes a 15% construction contingency of \$164,745.77.

[Staff Report - Award of Contract Citywide Micro-surfacing Project FY 19-20](#)

[1. Resolution - FY 19-20 Citywide Micro-surfacing Project](#)

[2. Construction Contract - Graham Contractors, Inc.](#)

[3. List of Microsurfacing Streets](#)

13.K - APPROVAL OF TASK ORDER NO. 2 WITH COASTLAND CIVIL ENGINEERING, INC. FOR CONSTRUCTION INSPECTION SERVICES OF THE FY 19/20 CITYWIDE MICRO-SURFACING PROJECT (Public Works Director)

This action approves Task Order Number 2 (Attachment 2) of the Master Professional Agreement (Attachment 3) for construction inspection services for the FY 19/20 Citywide Micro-surfacing Project, which includes pre-construction site visit and documentation, daily field inspections and documentation, and project closeout.

Recommendation:

Move to adopt a resolution (Attachment 1) approving Task Order Number 2 with Coastland Civil Engineering, Inc. (Attachment 2) for construction inspections services for the FY 19/20 Citywide Micro-surfacing Project in the amount of \$77,300 and authorizing the City Manager to sign the task order on behalf of the City.

[Staff Report - Construction Inspection Services FY19-20 Cidywide Micro-surfacing Project](#)

[1. Resolution - Construction Inspection Services FY19-20 Cidywide Micro-surfacing Project](#)

[2. Task Order No. 2 with Coastland Civil Engineering, Inc.](#)

[3. Master Professional Agreement, November 1, 2019](#)

13.L - ESTABLISHMENT OF THE ANNUAL APPROPRIATIONS LIMIT (GANN LIMIT) PURSUANT TO ARTICLE XIII B OF THE CALIFORNIA STATE CONSTITUTION FOR FISCAL YEAR 2020-21 (Finance Director)

The Article XIII B of the California Constitution, informally known as the Gann Appropriations Limit, provides limits to the total amount of appropriations in any fiscal year from the “proceeds of taxes”. The article further provides that appropriations from designated reserve funds are not appropriations from the proceeds of taxes. Additionally, appropriations from sources other than taxes are not controlled by the limit. The resolution establishes the appropriations limit for Fiscal Year 2020-21. The City currently has a \$66.6 million margin between the appropriations limit of \$105.4 million and the net proceeds of taxes of \$38.8 million from the mid-year revised Fiscal Year 2020-21.

Recommendation:

Move to adopt the resolution (Attachment 1) establishing the maximum allowable appropriations limit for Fiscal Year 2020-21 in the amount of \$105,411,735.

[Staff Report - Establishing Appropriation Limit for FY2020-21](#)

[1. Resolution - Establishing Appropriation Limit for FY2020-21](#)

13.M - RATIFYING THE DECLARATION OF A CONTRACTING EMERGENCY AND APPROVING PAYMENT FOR EMERGENCY TRAFFIC SIGNAL REPAIRS (Public Works Director)

On May 22, 2020, the traffic signal at the East 2nd Street and Rose Drive intersection was placed on “flashing red” due to malfunctioning of the traffic signal system. Subsequently, the City’s on-call

contractor inspected the system, performed testing, and recommended replacement of the existing traffic signal controller cabinet. Under the advisement of Public Works Department staff to expedite the repair for public safety purposes, the City Manager declared a contracting emergency on May 31, 2020. On June 1, 2020, the traffic signal system was restored to full functionality.

Recommendation:

Move to adopt a resolution (Attachment 1) ratifying the City Manager's declaration of a contracting emergency due to the malfunctioning of the traffic signal at the East 2nd Street and Rose Drive intersection and terminating the emergency action now that emergency repair is complete, as well as approving payment in the amount of \$14,370.

[Staff Report - Approval of Payment of the Emergency Traffic Signal System Repair](#)

[1. Resolution - Approval of Payment of the Emergency Traffic Signal System Repair](#)

13.N - AUTHORIZE THE POLICE DEPARTMENT TO PURCHASE AN INTEGRATED VIDEO EVIDENCE MANAGEMENT SYSTEM FROM AXON ENTERPRISE, INC. (Police Chief)

The Benicia Police Department is seeking approval by the City Council to allow the City of Benicia to enter into a purchase agreement with Axon Enterprise, Inc. to implement a new video evidence management system. The proposed package includes a body-worn camera system for every sworn police and community service officer within the department. It includes upgrading the police department's Taser to the latest model, and an interview room recording hardware and software system.

Recommendation:

Move to adopt a resolution (Attachment 1) authorizing the City to enter into an agreement with Axon Enterprise, Inc. (Attachment 2) to purchase the integrated body-worn cameras, Tasers, and interview room recording systems, for a total cost of \$476,702.59, payable across five years; and authorizing the City Manager to sign the agreement on behalf of the City.

[Staff Report - Video Evidence Management System](#)

[1. Resolution - Video Evidence Management System](#)

[2. Agreement with Axon Enterprise, Inc.](#)

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

14. Business Items

14.A - RESOLUTION REQUIRING THE WEARING OF FACE COVERINGS IN BENICIA (Assistant City Manager)

At the May 26, 2020 City Council study session, the City Council deliberated the merits of mandating the wearing of face coverings in Benicia. Council directed staff to collect data on COVID-19 infections and prepare a resolution requiring the public to wear face coverings indoors and in enclosed public spaces in Benicia. Staff has returned to Council with the requested data and resolution.

Recommendation:

Move to adopt a resolution (Attachment 1) requiring the wearing of face coverings in indoor and enclosed public spaces in Benicia.

[Staff Report - Mandating Face Coverings](#)

[1. Resolution - Mandating Face Coverings](#)

[2. COVID-19 Data from Bay Area Counties](#)

14.B - MID-CYCLE BUDGET UPDATE FOR FY 2019-21 (Finance Director)

Staff updated the City's General Fund Financial Forecast initially presented to City Council on May 5, 2020 in response to the novel coronavirus (COVID-19) and its estimated impacts on the City's local economy. The updated forecast provides a single scenario for FY 2019-20 and three potential scenarios for FY 2020-21 as requested by City Council. Based on the pessimistic scenario in the updated forecast, this report provides a mid-cycle budget update for FY 2019-20 and FY 2020-21. The report also includes recommended appropriations from the General Fund fund balance toward establishing a COVID-19 Reserve which will address the revenue shortfalls caused by the COVID-19 pandemic.

Recommendation:

Move to adopt the attached resolution (Attachment 1) amending the Fiscal Years 2019-20 and 2020-21 total budgets as shown in the proposed amendments for a revised total budget of \$113.0 million and \$95.9 million, respectively; and move to adopt the attached resolution (Attachment 2) establishing and appropriating approximately \$10.5 million from the General Fund fund balance to the COVID-19 Reserve to address the revenue shortfalls caused by the economic impacts of shelter-at-home orders due to the COVID-19 pandemic.

[Staff Report - Mid Cycle Budget Update FY 2019-21](#)

[1. Resolution Amending FY 2019-20 and FY 2020-21 Budgets](#)

[2. Resolution to Reassign Fund Balance to Establish the COVID-19 Reserve](#)

[3. FY 2020-21 General Fund Financial Forecast Revenue Analysis](#)

14.C - BUSINESS ASSISTANCE PROGRAMS DUE TO COVID-19 (City Manager)

On May 26, 2020, the City Council met in a study session and discussed the negative impact on businesses due to COVID-19. The Council then provided direction to staff to develop several programs designed to assist small businesses in Benicia. This report provides follow up information and actions for Council consideration and possible approval.

Recommendation:

Move to adopt a resolution (Attachment 1) that approves the following actions: (1) create a grant program with total funding of \$200,000 as described herein; (2) consider the information provided for utility fee waiver program and (3) provide direction related to waiver/deferral of fees for planning, building and fire inspection as well as regulatory relief described in the report as ministerial review of projects and extended construction hours.

[Staff Report - Business Assistance Programs Due to COVID-19](#)

[1. Resolution - Business Assistance Programs Due to COVID-19](#)

15. 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.)

15.A - COUNCIL MEMBER COMMITTEE REPORTS

[Committee Reports](#)

16. Adjournment (11:00 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 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.

Contact Your Council Members

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

RESOLUTION NO. 20-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA
CONFIRMING THE MAYOR'S APPOINTMENT OF DAVID HAYER TO THE
PLANNING COMMISSION FOR A FULL TERM ENDING JANUARY 31, 2024**

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Benicia that the appointment of David Hayer to the Planning Commission by Mayor Patterson is hereby confirmed.

On motion of _____, the above Resolution was adopted by the City Council of the City of Benicia at a regular meeting of said Council held on the 16th day of June, 2020 by the following vote:

Ayes:

Noes:

Absent:

Elizabeth Patterson, Mayor

Attest:

Lisa Wolfe, City Clerk

Date

RESOLUTION NO. 20-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA
CONFIRMING THE MAYOR’S APPOINTMENT OF THOMAS DEMASI TO THE
COMMUNITY SUSTAINABILITY COMMISSION FOR A PARTIAL TERM ENDING
JANUARY 31, 2022**

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Benicia that the appointment of Thomas DeMasi to the Community Sustainability Commission by Mayor Patterson is hereby confirmed.

On motion of _____, the above Resolution was adopted by the City Council of the City of Benicia at a regular meeting of said Council held on the 16th day of June, 2020 by the following vote:

Ayes:

Noes:

Absent:

Elizabeth Patterson, Mayor

Attest:

Lisa Wolfe, City Clerk

Date

RESOLUTION NO. 20-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA
CONFIRMING THE MAYOR’S REAPPOINTMENT OF RANDY RAMOS TO THE
HOUSING AUTHORITY BOARD FOR A FULL TERM ENDING JANUARY 31, 2024**

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Benicia that the appointment of Randy Ramos to the Housing Authority Board by Mayor Patterson is hereby confirmed.

On motion of _____, the above Resolution was adopted by the City Council of the City of Benicia at a regular meeting of said Council held on the 16th day of June, 2020 by the following vote:

Ayes:

Noes:

Absent:

Elizabeth Patterson, Mayor

Attest:

Lisa Wolfe, City Clerk

Date

RESOLUTION NO. 20-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA
CONFIRMING THE MAYOR'S REAPPOINTMENT OF ATIBA MURPHY TO THE
HOUSING AUTHORITY BOARD FOR A FULL TENANT TERM ENDING JANUARY
31, 2022**

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Benicia that the appointment of Atiba Murphy to the Housing Authority Board by Mayor Patterson is hereby confirmed.

On motion of _____, the above Resolution was adopted by the City Council of the City of Benicia at a regular meeting of said Council held on the 16th day of June, 2020 by the following vote:

Ayes:

Noes:

Absent:

Elizabeth Patterson, Mayor

Attest:

Lisa Wolfe, City Clerk

Date

RESOLUTION NO. 20-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA
CONFIRMING THE MAYOR’S REAPPOINTMENT OF NELIA RIMANDO TO THE
HOUSING AUTHORITY BOARD FOR A FULL TENANT TERM ENDING JANUARY
31, 2022**

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Benicia that the appointment of Nelia Rimando to the Housing Authority Board by Mayor Patterson is hereby confirmed.

On motion of _____, the above Resolution was adopted by the City Council of the City of Benicia at a regular meeting of said Council held on the 16th day of June, 2020 by the following vote:

Ayes:

Noes:

Absent:

Elizabeth Patterson, Mayor

Attest:

Lisa Wolfe, City Clerk

Date

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MINUTES OF THE
REGULAR MEETING – CITY COUNCIL
MAY 26, 2020
6:00 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.

CORONAVIRUS (COVID-19) ADVISORY NOTICE

CALL TO ORDER

1) **CONVENE OPEN SESSION (6:00 P.M.)**

2) **ROLL CALL**

All Council Members were present.

3) **PLEDGE OF ALLEGIANCE**

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

5) **ADOPTION OF AGENDA**

On motion of Council Member Largaespada, seconded by Vice Mayor Strawbridge, Council approved 5) ADOPTION OF AGENDA, 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)

6) **OPPORTUNITY FOR PUBLIC COMMENTS**

7) **WRITTEN COMMENT**

Sixty four items received (copies on file).

8) **PUBLIC COMMENT**

None

9) **WORKSHOP**

9.A **- COVID-19 STUDY SESSION (City Manager)**

Lorie Tinfow, City Manager, reviewed the topics of discussion for tonight: Mandating face masks within the City, assisting local businesses that have been negatively affected by the Covid-19 pandemic, and how the City's finances have been negatively affected by the Covid-19 pandemic.

Public Comment: (Read into the record by City Clerk Lisa Wolfe)

1. Carol Rowan – Ms. Rowan spoke in favor of a mandatory mask requirement.
2. Mary Susan Gast - Ms. Gast spoke in favor of a mandatory mask requirement.
3. Greg Gartrell - Mr. Gartrell spoke in favor of a mandatory mask requirement.
4. Terry Scott - Mr. Scott spoke in favor of a mandatory mask requirement.
5. Diane Delaney - Ms. Delaney spoke in favor of a mandatory mask requirement.

Public Comment: (called in via Zoom)

6. Citizen - the citizen discussed frustration regarding the Planning Commission's approval of a cannabis dispensary on East N Street.
7. Alan Zada - Mr. Zada spoke in support for a mandatory mask requirement.
8. Kathy Kerridge - Ms. Kerridge spoke in support for a mandatory mask requirement. She also spoke in support of the cannabis dispensary on East N Street.
9. Citizen - the citizen spoke in opposition of a mandatory mask requirement in the City.
10. Citizen - the citizen spoke in support of the cannabis dispensary on East N Street.
11. Citizen - the citizen spoke in opposition of a mandatory mask requirement in the City.
12. Clint Holtsworth - Mr. Holtsworth spoke in opposition of a mandatory mask requirement in the City.
13. Kevin Creach - Mr. Creach spoke in opposition of a mandatory mask requirement in the City.

Mandatory Mask Requirement:

Mayor Patterson discussed the County's decision not to mandate mandatory mask requirements. She asked Staff if the City were to mandate mask requirements, how the City would ratify those orders. She spoke in support of a mandatory mask requirement.

Ms. Tinfow stated that if the Council majority wanted to proceed with a mandatory mask requirement, the mandate would go into effect immediately and go to Council for approval.

Council Member Campbell and Staff discussed whether the police would enforce the face mask requirements, current staffing within the Police Department, the increase in domestic violence, increased criminals being released from jail/prison, increase in mental health calls, support for responding to calls, not actively seeking non-mask wearers, and how other counties are handling the mandatory mask requirements. Council Member Campbell was not sure which way to go with this issue.

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Vice Mayor Strawbridge discussed how she is handling mask and sanitizing requirements at her local business. She asked Council Member Young what changes he made to his original proposal. It is an issue of liability. She is concerned with the issue being on the City's back. It has become a political issue for some people. It has become controversial all of the sudden. She asked Council Member Young to clarify his proposed language change (email copy on file).

Council Member Young stated the ordinance would require the business to post a sign restricting entrance to people only wearing masks. In terms of the enforcement, it shifts the enforcement in this way because businesses would have to put a sign up. It would basically say that if somebody came in and did not have a mask, there are a couple ways the business could handle it. Enforcement is the trickiest part of this thing. He said he talked to Contra Costa, and they said "Well, at first when somebody comes into a business without a mask, the business owner or the person in charge would remind them they do need to have a mask on. They could offer one if they had one available. If they continue to refuse, they could offer to bring their purchase out to the curb for curbside pickup. If that didn't work and they felt that the customer was being extreperous, they would be asked to call the police non-emergency number." So, that is how Contra Costa handles it. They have not had a lot of issues where they have been called out for this kind of stuff. Most people are cooperative. He asked Vice Mayor Strawbridge if she had any issues with people refusing to wear a mask at her business.

Vice Mayor Strawbridge stated she did not ask them. She tells them they have to wear them. She discussed the issue of liability. It is putting the ownership back on the business and gives them more responsibility to make sure that this mandatory idea is followed. She has big concerns about that. She was concerned about it being on the City's back. She believes in 'educate' rather than 'regulate'. 'Educate' by this is going back to what Council Member Young was saying about putting a sign in the window saying that they are following the rules. The City Manager did a mock sign that could be used. There needs to be consistency. She discussed the possibility of the City issuing certificates to businesses who have an approved mask/sanitizing procedure. We don't come down as big brother. We figure out how to work with the business community, as they need customers. The City should orchestrate a campaign for education, masks and possibly offer masks to people. We could give out masks to the businesses. It could be another incentive. If the businesses follow the guidelines, they get masks, hand sanitizer, and get the sign. She could not support a mandatory mask requirement.

Mayor Patterson discussed Gene Pedrotti's email and Bookshop Benicia's support of a mandatory mask requirement. She discussed how people were coming over from other cities because we don't require masks. She suggested checking on the new cases that come up over the next few weeks. The City's message should be that we should care about others.

Council Member Young discussed how wearing face coverings is not protecting yourself, it is about protecting everyone else around you. He discussed the City's population of aging people, support for a mandatory mask requirement, it is a matter of respect, the

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need for the City to mandate face coverings since the County will not, and the need to take this step for the public's health. Council Member Largaespada stated he wore a mask when he was in public, he and Staff discussed whether the City could force people to wear masks, putting an unfair burden on the Police Department to enforce the mask requirements, concern regarding people publicly humiliating each other for not wearing masks, concern that imposing a mandatory mask requirement would backfire and have a negative effect on the issue, support for the City educating people on wearing masks, how wearing a mask, sanitizing your hands, and staying 6-ft. away from others is the triad of things needed to slow the spread of Covid-19, concern regarding bringing this up so late into the pandemic, and the current statistics regarding Covid-19.

Mayor Patterson discussed the need for solidarity with the other eight counties.

Council Member Largaespada discussed how Solano County and Benicia's numbers have leveled out, the need to include all data (not just masks), and if we are going to end this, we would need to require people to carry hand sanitizer and a tape measure.

Council Member Young clarified what his proposal was, concern over a future spike in Covid-19 cases, police enforcement of mask requirements and social distancing.

Mayor Patterson asked Council whether they were for or against the proposal.

Council Member Campbell stated that he supported masks being worn indoors. He would like to zero in on the businesses and getting them on board for requiring masks. He was concerned about having a spike in cases if businesses don't start requiring masks. He would rather allow businesses to do the right thing. If they don't, and cases spike, then the City could step in.

Vice Mayor Strawbridge agreed with Council Member Campbell. The City should promote the businesses that are requiring masks and educate the ones that are not. She discussed her suggestion of the City issuing certificates to businesses that are following the masks, sanitization, and social distancing. There needs to be a policy in place and a standard for the businesses to follow.

Mayor Patterson stated the City had come up with a graphic that would be good to use for businesses, stating what is expected. It could be laminated and posted in front of businesses.

Council Member Young spoke in support of a mandate requiring masks. He was disappointed there did not seem to be a council majority on the issue. He was worried about a future spike in Covid-19 cases. He made a motion to move forward that incorporates the language adopted by the other eight counties.

Ben Stock, City Attorney, clarified that this was a workshop, and motions for action could not be made.

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Ms. Tinfow clarified the process and steps Staff and Council would take to enact such a mandate.

Council Member Largaespada spoke in support for going along with Solano County's and the State of California's current orders.

Ms. Tinfow stated she heard from at least three Council Members that they were interested in something ranging from a City-based certification process (which is what Vice Mayor Strawbridge said initially), to there being some interest in coming up with a positive way for businesses to comply. As a background for why the City has not adopted a process up until now, just as the business community has struggled to understand what the rules are, so has the City. There is concern that if we are telling the businesses what the rules are, and it is not correct, there is a liability associated with that. Having said that, if she was hearing interest in a campaign of sorts to promote the idea of hand washing, face coverings, and 6 ft. social distance (and there was a fourth one but she could not remember it), if that is of interest without saying that we are speaking on behalf of the County, that is something we could do. Face masks are not required, but if the goal is to incentivize the right type of behavior, perhaps that could work. If that is what the Council majority wants, Staff could put that together. That will not be an easy task. There are a lot of businesses downtown and it would require a lot of Staff involvement. She wanted to make sure Council understood the Staff it would require to do that.

Council Member Campbell wants a bilateral track. The ultimate goal is to get people to wear face masks. The City could market the businesses who were enforcing the protocols. The other track is that if that is not going anywhere, Council will need to address a mandatory mask requirement. He would like Staff to have both options available for Council at the next meeting.

Mayor Patterson discussed the issue of marketing. Council and Staff got a bit of a rude awakening regarding sending businesses emails, mail, and phone and text messages. That is why Vice Mayor Strawbridge was suggesting deploying a team of individuals to hand out materials. She wondered what the possibility was of there being some sort of partnership, knowing that Staff is already very busy.

Vice Mayor Strawbridge offered to assist with that and suggested getting the Economic Development Board (EDB) to assist. We just have to be sure everyone is on the same page regarding what message they are putting out. She thought it could be knocked out in a day or two. Mayor Patterson also offered to assist in the process of getting materials out to businesses.

Mayor Patterson stated there was a consensus on marketing as described above. The second consensus she was hearing is that if we have evidence that the marketing is not working and if we have data that shows that we have increased Covid-19 infections, that we will give direction on an order (which means there would be work to do between now and two weeks), which would be direction to the City Manager and the City Attorney.

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Ms. Tinfow stated the item would be on the 6/16/20 City Council agenda. There was not time for it to go on the 6/2/20 agenda, as that goes out tomorrow.

Mr. Stock clarified that on the June 16th agenda, Council expected to have a resolution requiring face coverings. Whether Council adopts it or not will depend on the data at that time.

Benicia Economic Recovery Task Force:

Mario Giuliani, Economic Development Manager, reviewed a PowerPoint presentation (copy on file) on the first Economic Recovery Task Force meeting and current economic development efforts.

Vice Mayor Strawbridge and Staff discussed the businesses that took advantage of the \$41,000 grants, the \$50,000 that is going towards the workforce development, how people apply for those funds, outdoor dining, and whether the State Park would allow picnics on the green in front of the State Capitol.

Council Member Young and Staff discussed the parklet idea, and whether closure of part of First Street on various days was discussed (no).

Council Member Largaespada and Staff discussed whether the City could set up a grant program to target and support businesses of 1-25 employees, could the City waive and/or forgive water and sewer fees for small businesses that fit the same profile, could the City waive the licenses, fees, and fines for small businesses (1-25 employees), opening pier parking, the need for an update on the eviction moratorium, and the need to run through the list of his proposals he sent to the City Manager.

Mayor Patterson and Staff discussed why Benicia does not advertise itself as a West Coast Heritage Area, the issue of parklets, weather being an issue with eating on the First Street Green, other possible areas for eating out, the relationship between the Industrial Park and local manufacturing, promoting locally manufactured ADU's, and whether the City was in a position to hire Mr. Minicozzi for advice on these issues, as it would be useful to get an outsider's take on the City.

Ms. Tinfow discussed the status of the information Mr. Minicozzi provided at the workshop back in March. The contract is on hold at this time. She will be looking for some direction from Council on the issue at the June 16th City Council meeting.

Council Member Largaespada disagreed with having someone else consult (Mr. Minicozzi) on what is best suited for this community. Council and Staff know the community better than a consultant. It is better for Council to give Staff direction on things to work on.

Mayor Patterson discussed the important things Council and Staff learned from Mr. Minicozzi. Staff and Council learned that the shiniest things aren't always what is

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best. The City has taken a financial hit. She suggested telling Staff what Council is interested in, Staff's take on this is, and what help they need to have to make certain determinations on policy, and let Staff come back and give Council some options.

Council Member Largaespada discussed the need to work past 9:00 p.m. tonight to get this situation resolved. This is Council's opportunity to discuss the issues right now. This is a sobering and unique opportunity. If we don't do anything now, the lasting impact on our local economy could last decades.

Council Member Young agreed with Council Member Largaespada on the issue of going past 9:00 tonight. He did not want to spend more money on a consultant right now. He asked that the \$50,000 Downtown Dollar idea he originally requested be increased to \$100,000, and asked if Council would reconsider the issue.

Ms. Tinfow clarified that the City's moratorium on evictions ends June 15th. Staff will bring that issue back to Council at a future meeting. She discussed the issue of waiving utility fees; the fees would come out of the City's General Fund. Any other waiving of fees would come from the General Fund.

Vice Mayor Strawbridge and Staff discussed the issue of the Downtown Dollars and many of the businesses not accepting them at this time. She suggested putting additional funds towards the Family Resource Center.

Council Member Young and Staff discussed the issue of people having their water shut off and whether the City charges reconnection fees, whether the FRC pays for reconnection fees, and consideration of waiving the reconnection fees.

Council Member Campbell stated he wanted to look at the suggestions Council Member Largaespada provided. He discussed support the Downtown Dollar idea and support for \$500,000 to be spread out among various programs.

Council Member Young asked if there was support for the Downtown Dollar proposal.

Mayor Patterson stated she was not in support of the proposed Downtown Dollar program.

Vice Mayor Strawbridge was not in support of the proposed Downtown Dollar program. She didn't think it could be brought back up for discussion so soon. Staff confirmed the issue could not be brought back for discussion at this time. Vice Mayor Strawbridge discussed support for discussing the suggestions made by Council Member Largaespada (copy on file). The City needs to do what we can to keep businesses open.

1) Spend down the Contingency or Emergency Reserve Fund by \$500,000 to fund an emergency microloan program to support small businesses. The program would provide zero-interest, unsecured, short-term loans of up to \$10,000 to independently or locally owned businesses:

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Council Member Campbell stated this was a good idea, but the amount might be too much.

Council Member Largaespada stated the amount was negotiable. The administration of the funds could be a grant program.

Council Member Campbell suggested setting up criteria for administering the funds.

Vice Mayor Strawbridge suggested making it a grant program and to look at the workforce development.

Council Member Campbell discussed the need to address the sales tax revenue. He suggesting going with \$200,000 and seeing where that goes. Regarding the \$10,000, if it is a grant, the number could be lower. If they apply for a loan, the number could be higher.

Ms. Tinfow suggested Council come up with the items off of Council Member Largaespada's list that are of most interest to them, as it might be more effective. Implementing 11 suggestions would be difficult. If they could decide which items they are most interested in, and come up with a dollar amount for Staff to work with, that would be helpful.

Mayor Patterson discussed her suggestions she sent to the City Manager via email (copy on file)

Council Member Largaespada discussed the need to discuss all of the suggestions.

Council Member Campbell suggested looking at suggestions 8, 9 and 10 first, as 11 had already been discussed:

8) Allow indoor construction through evenings and weekends, if required by commercial business (1-25 employees) temporarily through 12/31/20:

Ms. Tinfow stated the downside to this would be if there were noise complaints by neighbors.

Mayor Patterson discussed concern regarding noise. There needs to be parameters on where this could go on. There is no need to add additional stress to residents right now.

Council Member Campbell suggested adding 'unless complaints are received.'

Council Member Young stated he was okay with Council Member Campbell's suggestion.

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9) Waive code enforcement fines by encouraging compliance in lieu of fines, except in cases of serious health or safety concerns through 12/30/20:

Council Member Young asked for clarification that the fines were waived, and whether they could also be applied to residential.

Mr. Stock asked for clarification on whether the waiving of the fines applied to anything to do with the business, and were not just Covid-19 related. Council Member Largaespada stated that was correct. They discussed how it would apply to serious health and safety concerns.

Josh Chadwick, Fire Chief, discussed the code enforcement aspect - doing this suggestion would not have a negative impact on the City or the businesses. They do not issue a lot of fines anyway.

Council Member Young and Mayor Patterson concurred this item would be deleted.

10) Deferral of fire inspection fees for commercial businesses (1-25 employees) to after 12/31/2020 within 90 days:

There were no objections to this suggestion.

11) Proposals for temporary parklets and street closures:
Move on, as Staff already addressed it in the PowerPoint presentation.

1) Spend down the Contingency or Emergency Reserve Fund by \$500,000 to fund an emergency microloan program to support small businesses. The program provides zero-interest, unsecured, short term loans of up to \$10,000 to independently or local owned businesses:

Mayor Patterson stated this was already discussed. She stated Council left it at having Staff come back with a program that provides for micro loans and grants. Grants would be the lesser amounts and loans would be larger amounts. The total program would be less than \$500,000, perhaps going with \$200,000, and to see about working through Workforce Development. As Council Member Campbell suggested, the criteria for getting a loan would be sales tax. There might be other criteria, but that was his specific recommendation.

Council Member Young asked for clarification on how businesses would be chosen for the grants/loans.

Mayor Patterson stated the idea of using the sales tax is to give them relief, as they would not have to pay the sales tax. The concept is similar to a program the City ran under Business Resource Incentive Program (BRIP), so Staff has some expertise in how to administer that.

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Council Member Largaespada clarified this was about infusing cash into the businesses, not about what the City could get.

Council Member Campbell clarified that the businesses that create the most sales tax for the City would get more points for that particular criteria. All other criteria would be generally equal. It does not involve paying anyone's sales tax.

Mayor Patterson discussed the need to make sure the criteria is well-developed, as we have to try to ensure that the business will actually survive.

Council Member Campbell suggested putting in some sort of a collateral issue in when talking about loans. Grants might be a different issue. He discussed including a criteria that would address the issue of whether a business would be going under, and whether the grant/loan would save them from going under.

Mayor Patterson reinforced the need for some sort of fiduciary test that makes sense to make sure we are not throwing money at something that won't be able to recover.

Ms. Tinfow stated that Staff had received a lot of useful information from Council and they could take that and come back with something for them to consider. She asked for clarification on the dollar amount.

Council Member Campbell stated it should be around \$200,000. If the program looks like it is working, Staff could bring it back and increase it to a different amount.

Council Member Largaespada was concerned that this issue might not be able to be brought back for discussion for a while, as there are so many other things to discuss in the future. He agreed in spirit; however he was pushing for the \$500,000.

Mayor Patterson stated this had to be brought back for adoption at a future meeting. She would like to get Staff's input on what has been discussed so far tonight. Again, they have experience with BRIP.

Vice Mayor Strawbridge discussed support for \$500,000, but would like to work with the Workforce Development to see what they can do between the \$200,000-\$500,000 amounts.

2). Commercial businesses (1-25 employees) that shutdown or that are facing a financial hardship due to Covid-19 can apply for a waiver of their water & sewer fees if delinquent on April and May charges or forgiveness on June and July charges, if current on charges. Home-based businesses, retail chains, and franchises that are corporately owned are not eligible:

Mr. Stock clarified that the City would have to pay the funds from the General Fund.

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Mayor Patterson was concerned this would be a Prop 218 issue. She asked Staff to look into whether this could be done by a resolution. If it is as simple as that it would need to be put on an agenda.

Council Member Young wondered if this could be extended to residents who have been laid off.

Vice Mayor Strawbridge and Staff discussed the issue of delaying the rate increases that was voted on at a prior meeting.

Council consensus was to put the issue of residential relief on a future agenda.

3) Waive business license tax renewals for commercial businesses (1-25 employees) through December 31,2020. Refund cost to eligible businesses who paid prior to Covid-19:

Vice Mayor Strawbridge - the business license renewal is already waived till June; the fees go towards the lighting of the trees in the Business improvement district. She was not sure this is a good idea.

Council Member Young agreed with Strawbridge.

Mayor Patterson suggested revisiting this in one year.

4) Waive encroachment permit fees for the utilization of public space for outdoor dining and business activities through December 31, 2020:
Delete. No longer an issue per the City Manager's emergency order.

5) Waive outdoor dining permit fee through December 31,2020. Refund fees to establishments with existing permits on file:
This was already part of the City Manager's emergency order. No funds have been collected for outdoor dining. There is nothing to refund.

6) Waive building, repair or improvement permit fees for all commercial projects valued at \$50,000 or less through December 31, 2020, along with any associated Planning Fees. Eligibility is limited to commercial businesses (1-25 employees):

Ms. Tinfow stated this would be a financial impact on the City, and wanted to make sure Council understood the impact.

Brad Misner, Community Development Director, discussed the issue of building permit fees and entitlements. He stated that a project that was valued at \$50,000 would have building permit fees of approximately \$868. If it was a project that had to go through planning review, it could cost an additional couple thousand dollars.

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Mayor Patterson discussed the need to provide the businesses some flexibility and reinvent themselves. She would like to have Staff come back and tell Council ways to make it easier for businesses to recreate themselves, and have streamlining, along with being able to provide some level for them to be flexible and agile. It may take some economic relief, but not in all cases.

Council Member Largaespada stated he thought it was about the fees for the small businesses. It is about the low hanging fruit. He would like support to give direction for the things that are easy to do for the businesses (building and tenant fees, etc.)

Mayor Patterson stated she was not comfortable with that. Planning is a complex issue. There needs to be a criteria established for some sort of fee consideration.

Vice Mayor Strawbridge and Staff discussed whether there were examples out there that were related to what Council Member Largaespada was referring to. Mr. Misner discussed the issue of outdoor dining. He stated that maybe we need to look at the thresholds for what is able to be approved by Staff as opposed to things that have to go through other processes (design review, etc.). Vice Mayor Strawbridge discussed the need to think outside the box for the businesses to help them with setting up dine-in modifications, etc. We need to accommodate businesses inside.

Mayor Patterson stated that there was consensus that the idea is supported for providing relief and streamlining, and we are looking for Staff to come back with some ideas on how that could work. It runs the gamut from some kind of fee relief and streamlining the process. In the end of all of this, we still want to see a good project.

Council Member Campbell asked Staff how many projects discussed above were approved last year. Staff did not have that information available tonight. Council Member Campbell suggested putting a start date along with the end date for this modification.

Council Member Young suggested deferring the fees rather than waiving the fees. He suggested the start date to use would be when the shelter in place began.

Mayor Patterson wondered if the City could apply to FEMA for impacts. She stated there was consensus to give direction to Staff to come up with a program that provides for some fee relief and streamlining particularly for businesses adversely affected by Covid-19. Staff should come up with a few variations.

Council Member Largaespada clarified that this would be for businesses to reinvest in their business to adapt to the changes in dining and retail rules. So, it would be for any projects starting today through the end of the year. We need to be thrifty and thoughtful.

Mayor Patterson reviewed the following issues she raised in her email to Staff (copy on file).

- 1) Waive home occupation restrictions for one year

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- 2) Legalize neighborhood essential services - massage, haircuts, grocery stores, etc. (staff would define essential services)
- 3) Use pop up commercial spaces
- 4) Promotion of ADU's and how the program works. Maybe link it to Ruszel Wood Works and promote their locally produced ADU's.
- 5) Making it easier for bicyclists and pedestrians to get to businesses - direction to Staff is that we have plans and to see what part of the plans could be done sooner to enhance the connectivity to the commercial businesses with pedestrian and bicycle lanes.
- 6) Go easy on enforcement
- 7) Support adaptation - what are things that are barriers to adaptation? She would like Staff to think of other ways to support adaptation. Maybe we think about when a business comes in and has an idea, we have a policy that says we find a way to entertain the idea. She discussed the need to be open-minded and encourage entrepreneurial businesses.

Vice Mayor Strawbridge discussed the issue of people working from home, and possibly offering office space to people.

- 8) Collect data

Ms. Tinfow clarified that she did not have all of the things being discussed by Mayor Patterson in the email she received. She discussed the wording in #8. We do not have any staff that is idle and underutilized.

Vice Mayor Strawbridge discussed the need to develop a database for the business community. If we could create the database by type of business, it would be very helpful moving forward. There are many different lists out there. It needs to be organized and sorted out. She suggested using an intern to work on this.

- 9) Preserve cash by delaying non-critical projects and hires.

Mayor Patterson apologized and stated this came from the planning directors and city managers. She did not mean to say we have idle staff. She discussed the need for data to orient the City as soon as possible. She discussed the need to go back to the Downtown Master Plan (regarding people/space) to see what has been recommended.

Council Member Largaespada requested that when these issues are brought back for discussion, they tier his and Mayor Patterson's suggestions rather than bundle them all together. He wondered if there was Council support for focusing primarily on the things that are easier to implement so we can get these items to the businesses as soon as possible.

Mayor Patterson discussed the three principles: 1) the need to not be hasty and spend all of your money in one place, 2) do low-hanging fruit, and 3) be strategic. Staff will come back with their take on low-hanging fruit.

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Public Comment:

None

Ms. Tinfow stated she would meet with Staff and work through their notes and come up with a game plan, and that she understood the sense of urgency.

10) ADJOURNMENT (9:00 P.M.)

Mayor Patterson adjourned the meeting at 10:38 p.m.

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MINUTES OF THE
REGULAR MEETING – CITY COUNCIL
JUNE 2, 2020
7:00 P.M.

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.

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**

6.A - **LGBTQ PRIDE MONTH**

Proclamation - LGBTQ Pride Month 

7) **APPOINTMENTS**

7.A - **CITY COUNCIL APPOINTMENTS; SUBCOMMITTEE'S PREFERENCES FOR BOARDS AND COMMISSIONS**

Hayer, David, Redacted 
DeMasi, Thomas, Redacted 
Ramos, Randy, Redacted 
Murphy, Atiba, Redacted 
Rimando, Nelia, Redacted 
Mahaney, Erin, Redacted 

Morgan, Timothy, Redacted 
Dooley, Diane, Redacted 
Kallios, Ella, Redacted 
Miesch, Joseph, Redacted 
Cohea, Christian, Redacted 
Lloyd, Barbara, Redacted 

8) PRESENTATIONS

9) ADOPTION OF AGENDA

On motion of Council Member Largaespada, seconded by Vice Mayor Strawbridge, Council approved the adoption of the agenda, as presented, 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)

10) OPPORTUNITY FOR PUBLIC COMMENTS

11) WRITTEN COMMENT

Read into the record by Lisa Wolfe, City Clerk

1. Susan Buck- Gordon - Ms. Buck-Gordon spoke in support of a mandatory mask requirement.
2. Jeanne Woodford - Ms. Woodford discussed frustration that a yoga studio could not do yoga in a park, yet we are not requiring face coverings at our Farmer's Market.

12) PUBLIC COMMENT

None

13) CONSENT CALENDAR

12) PUBLIC COMMENT

1. Mayor Patterson - Mayor Patterson recognized Bodil and Larnie Fox for their donation of face coverings, the Benicia Police Department for their efforts, and discussed the murder of George Floyd.
2. Council Member Young - Council Member Young thanked the Benicia Mask Makers for making so many masks. He discussed the peaceful march that took place on Sunday. He discussed the issue of face coverings in Benicia.
3. Vice Mayor Strawbridge - Vice Mayor Strawbridge thanked the youth of Benicia for organizing the peaceful march on Sunday. She also discussed the business

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walk outreach that started today, and the postponement of the Farmers Market due to the temporary curfew.

13.A - APPROVAL OF CITY COUNCIL MINUTES FROM MAY 19, 2020 (City Clerk)

May 19, 2020 City Council Meeting Minutes 

13.B - FIRE INSPECTION COMPLIANCE REPORT (Fire Chief)

Staff Report - Fire Inspection Compliance Report 
1. Resolution - 2019 Fire Inspection Compliance Report 

RESOLUTION 20-49 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA ACCEPTING THE 2019 STATE MANDATED FIRE INSPECTION REPORT FROM THE BENICIA FIRE DEPARTMENT ON BEHALF OF THE CITY

13.C - POSTPONEMENT OF WATER AND WASTEWATER RATE INCREASES FOR SIX MONTHS (Public Works Director)

Staff Report - Postponement of Water and Wastewater Rate Increases 
1. Resolution - Postponement of Water and Wastewater Rate Increases 

RESOLUTION 20-52 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA POSTPONING THE 3% WATER RATE INCREASE AND THE 5% WASTEWATER RATE INCREASE SCHEDULED FOR JULY 1, 2020 TO JANUARY 1, 2021

Mayor Patterson pulled this because she could not support it. She feels it is reckless, risky and irresponsible. We need to be able to provide safe and reliable drinking water.

Public Comment:
None

On motion of Council Member Largaespada, seconded by Council Member Campbell, Council approved the adoption of Resolution 20-52, on a roll call by the following vote:

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

13.D - AUTHORIZATION FOR SUBMITTAL OF APPLICATION FOR LOCAL EARLY ACTION PLANNING (LEAP) GRANTS PROGRAM (Community Development Director)

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Staff Report - LEAP Grant Authorization

1. Resolution - LEAP Grant Authorization

2. LEAP Planning Grant - 2020 Notice of Funding Availability

RESOLUTION 20-50 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA AUTHORIZING APPLICATION FOR, AND RECEIPT OF, LOCAL GOVERNMENT PLANNING SUPPORT GRANT PROGRAM FUNDS

13.E - APPROVAL OF AGREEMENT FOR NEXT WATER AND WASTEWATER RATE STUDY (Public Works Director)

Staff Report - Water and Wastewater Rate Study

1. Resolution - Water and Wastewater Rate Study

2. Consultant Agreement with Bartle Wells - Water and Wastewater Rate Study

RESOLUTION 20-51 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA APPROVING A CONSULTANT AGREEMENT WITH BARTLE WELLS ASSOCIATES FOR PROFESSIONAL FINANCIAL SERVICES TO PERFORM A WATER AND WASTEWATER RATE STUDY FOR A NOT-TO-EXCEED COST OF \$75,000 AND AUTHORIZING THE CITY MANAGER TO SIGN THE AGREEMENT ON BEHALF OF THE CITY

13.F - NOMINATION OF BENICIA EAST 5TH STREET PRIORITY DEVELOPMENT AREA (Community Development Director)

Staff Report - Nominating Benicia East 5th Street PDA

1. Resolution - Nominating Benicia East 5th Street PDA

RESOLUTION 20-53 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA NOMINATING THE BENICIA EAST 5th STREET PRIORITY DEVELOPMENT AREA

Council Member Young and Staff discussed the requirement for the designation regarding transit services with 30-minute headway. He stated due to cutbacks, the current headway is approximately 90-minutes. He wondered if we could go to HCD and explain the cutbacks and that we would not meet that requirement. Staff confirmed the issue was being monitored and ABAG was aware of the situation.

Public Comment:

None

On motion of Council Member Young, seconded by Council Member Largaespada, Council approved the adoption of Resolution 20-53, on a roll call by the following vote:

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

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Noes: (None)

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

Council pulled items 13.C and 13.F 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

14.A - ACCEPT GRANT FROM BENICIA LIBRARY FOUNDATION (Director of Library and Cultural Services)

Staff Report - Accept Library Foundation Grant 
1. Resolution - Benicia Library Foundation Grant 

RESOLUTION 20-54 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA AUTHORIZING THE ACCEPTANCE OF A BENICIA LIBRARY FOUNDATION GRANT OF \$50,000 AND AUTHORIZING THE APPROPRIATION AND EXPENDITURE OF FUNDS FOR THE LIBRARY'S GRANT ACCOUNT

David Dodd, Library Director, reviewed the staff report and a PowerPoint presentation.

Council Member Largaespada thanked the Benicia Library Foundation for their generosity. He and Staff discussed what sort of investment/funds the Library needed from the City.

Vice Mayor Strawbridge discussed how anxious the community was for the Library to reopen. She supported keeping the Library going, as it was essential to Benicia. They discussed the recent Art Exhibit that was in the Library. John Beck would be assisting in videotaping the exhibit.

Vice Mayor Young and Staff discussed the Friends of the Benicia Library, and them not being able to have access to the book sales/fund raising.

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Mayor Patterson and Staff discussed various presentations being broadcast on television by local groups. She asked if the Library could post links or information on the local connections/presentations being broadcast so people can be aware of them. Staff thought this was a great idea. Mayor Patterson will forward the information to Mr. Dodd.

Public comment:

None

On motion of Council Member Largaespada, seconded by Vice Mayor Strawbridge, Council approved the adoption of Resolution 20-54, 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 - REQUEST CALTRANS TO FUND THE EFFORT TO PLANT REPLACEMENT TREES ALONG I-780 CORRIDOR AND WORK WITH LOCAL ORGANIZATIONS IN TREE PLANTING AND MAINTENANCE PROJECTS (City Manager)

Staff Report - Request to CalTrans to Replant Trees 
1. Resolution - Request to CalTrans to Replant Trees 

RESOLUTION 20-55 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA REQUESTING CALTRANS TO FUND THE EFFORT TO PLANT REPLACEMENT TREES ALONG THE I-780 CORRIDOR THROUGH BENICIA AND WORK WITH LOCAL ORGANIZATIONS IN TREE PLANTING AND MAINTENANCE PROJECTS

Lorie Tinfow, City Manager, reviewed the staff report.

Council Member Young suggested talking to Tom Bartee for some political assistance with this issue.

Council Member Largaespada spoke in support of the proposed resolution. He was concerned Cal Trans would disregard the resolution. If the City only gets one shot at discussions with Cal Trans, could we modify the resolution and loop into the discussion on the issue of the lack of maintenance of the on ramps and off ramps in town.

Ms. Tinfow discussed the issue of modifying the resolution to include the issue of the trees, and CalTrans offering to give the City 100% control on the maintenance, although the City does not have the resources to take that on.

Will Tarbox, Public Works Director, discussed how difficult talks with the above issues have been with Cal Trans. He stated that Cal Trans dictated that the City could take care of the maintenance at 100% capacity, although that is not possible. Regarding the on ramps and off ramps, that is the responsibility of Cal Trans. A lot of the mitigating effort

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that goes on is from complaints by the citizens of Benicia is handled by the City of Benicia's Public Works Department at our expense. So, it is a bit of tug of war with Cal Trans at this stage. This has not been an easy process.

Mayor Patterson suggested holding off on the resolution. She has discussed the issue with Cheryl Chapman at Cal Trans. She raised questions in terms of their financial commitment to buy the trees and the issues with maintenance. She did not want the City to have the liability, but she did want to have a cooperative agreement. She discussed how difficult it has been to get Cal Trans to address the maintenance of the gateways (on ramps and off ramps) in Benicia. The email she received today seemed more hopeful. She suggested delaying the resolution, however she would go along with the Council majority. She suggested modifying the resolution to include referencing I-80 by the Cal Maritime Academy.

Public Comment: (called in via Zoom)

1. Allison Fleck - Ms. Fleck spoke in support of the proposed resolution.
2. Steven Goetz - Mr. Goetz spoke in support of the proposed resolution.

Mayor Patterson asked if there was support for modifying the resolution to include I-80 by the Maritime Academy. There was no objections to her suggestion.

Council Member Largaespada asked if there was support for adding the inclusion of a landscape maintenance agreement. He agreed we didn't need to take over 100% of the costs, but to send a message that we expect them to live up to their responsibility.

Mayor Patterson suggested using language suggesting that it is a maintenance agreement with some obligation by Cal Trans, so it is not a financial obligation dumped on Benicia.

Council Member Largaespada stated he was open to use other language, but the point is to make it clear that we expect Cal Trans to pick up the garbage in the on ramps and off ramps. There have been instances where Cal Trans has paid for 70-80% of the costs to clean up the trash. He agreed we should not take over 100% of the cost.

Mayor Patterson suggested using 'to pursue agreements or commitments to maintaining the entrances into the City, free from litter and weeds.'

Council Member Largaespada wondered if 'pursue' was too passive of a word to use. He wants to make sure Cal Trans knows we are serious. Mayor Patterson suggested 'seek arrangements agreed upon within 6 months that the entrances would be maintained.' Council Member Largaespada agreed that was acceptable.

Council Member Young asked for clarification on Mr. Tarbox's comments.

Mayor Patterson explained the original statement they made in 2005 when Cal Trans stated they had to remove the diseased trees. She suggested including language regarding

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other sources of maintenance funds, possibly using tolls. She wondered if Staff could draft language regarding that.

Council Member Young stated he didn't see a problem with going forward with the resolution. He suggested including Tom Bartee in the correspondence. He was fine with Council Member Largaespada's suggestions, but wanted to continue to have conversations with Cal Trans.

Vice Mayor Strawbridge agreed that our County elected officials should get involved (Tim Grayson, etc.).

Mayor Patterson summarized by stating Council was going forward with the resolution with three changes: 1) adding I-80 to one of the whereas statements, 2) add language around the idea of seeking arrangements with Cal Trans, and 3) working with Cal Trans to find other funding sources for the trees (such as tolls, etc.).

Ms. Tinfow stated that Jenna Modenas from Assembly Member Grayson's office has been very helpful in this process.

On motion of Council Member Largaespada, seconded by Council Member Young, Council approved the adoption of Resolution 20-55, 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.C - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA RATIFYING THE ORDER OF THE DIRECTOR OF EMERGENCY SERVICES (CITY MANAGER) OF THE CITY OF BENICIA REGARDING OUTDOOR ACTIVITIES AND ENCROACHMENTS FOR BUSINESSES OPERATING IN COMPLIANCE WITH SOCIAL DISTANCING REQUIREMENTS (City Attorney)

- Staff Report - Ratifying Emergency Services Order No. 20-3 
1. Resolution - Ratifying Emergency Services Order No. 20-3 
2. Emergency Services Order No. 20-3 

RESOLUTION 20-56 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA REGARDING OUTDOOR ACTIVITIES AND ENCROACHMENTS FOR BUSINESSES OPERATING IN COMPLIANCE WITH SOCIAL DISTANCING REQUIREMENTS

Ben Stock, City Attorney, reviewed the staff report.

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Council Member Young and Staff discussed who would be providing tables and chairs (the business would), whether there was an expectation that if a business provided outdoor dining, they would allow people to use their restrooms.

Vice Mayor Strawbridge discussed support for the proposed resolution, and clarification that there were no fees associated with the application.

Ms. Tinfow stated the restrooms on the pier were open during the pandemic. Staff is talking to the State Parks to see about getting the restrooms opened. She discussed how the businesses in the masonic building wanted to use the parking lot to sell items, so this was not just for restaurants.

Brad Misner, Community Development Director, stated this was an opportunity to help businesses out.

Mayor Patterson discussed support for the proposed resolution.

Council Member Largaespada spoke in support of the proposed resolution. He corrected the 'shelter at home' to be shelter in place. He asked for an update on the parking at the pier. Staff confirmed the pier parking would be opened tomorrow and Staff would monitor the situation.

Public Comment:

None

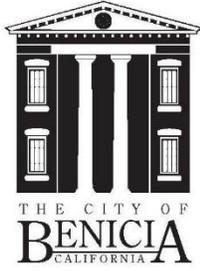
On motion of Council Member Largaespada, seconded by Vice Mayor Strawbridge, Council approved the adoption of Resolution 20-56, as amended, on a roll call by the following vote:

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

Noes: (None)

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

Mayor Patterson adjourned the meeting at 8:46 p.m.



**AGENDA ITEM
CITY COUNCIL MEETING DATE – JUNE 16, 2020
CONSENT CALENDAR**

TO : City Manager

FROM : Director of Library and Cultural Services

SUBJECT : **ELIMINATION OF OVERDUE FINES FOR LIBRARY MATERIALS, WITH OTHER PROPOSED CIRCULATION POLICY CHANGES AND CHANGES TO MASTER FEE SCHEDULE**

EXECUTIVE SUMMARY:

City Staff proposes a change in policy, eliminating the assessment of late charges (fines) for overdue library materials, effective July 1, 2020, upon passage of a resolution by the City Council on recommendation of the Library Board of Trustees. The proposal includes elimination of two other circulation-related fines and fees, in order to promote equitable access to Library materials by all members of the community, as well as other changes to the circulation policies.

RECOMMENDATION:

Move to adopt the resolution (Attachment 1) to amend the Benicia Public Library's circulation policies, including the removal of overdue fines, charges for processing of lost and damaged materials, and fees charged for non-pick-up of reserved materials (Attachments 2A, 2B, and 2C), and to amend the Master Fee Schedule to eliminate the late fees, the "Lost or Damaged Material Processing Fee", and the "Unclaimed Hold Fee" (See Exhibit 1 of Attachment 1), in order to facilitate equitable access to Library materials and services for all members of the community.

BUDGET INFORMATION:

It is estimated that the Library annually collects about \$25,000 in overdue fines, which goes to the City General Fund. This would represent about 1% of the Library's annual budget. The annual amount collected in processing fees is estimated at an additional \$2,760.

BACKGROUND:

Full access to public library services is a key component of a healthy democracy. There is growing evidence to suggest that monetary library fines create a barrier to the provision of library services. The American Library Association, at its annual meeting in January 2019, adopted a resolution (Attachment 3) that "urges libraries to scrutinize their practices of imposing fines on library patrons and actively move towards eliminating them."

Library fines have long served a goal of ensuring that public property, in the form of library materials, are available to all members of a community. The idea is that by charging a small

penalty on unreturned items, libraries encourage returning on-time. However, libraries have seen the costs of collecting fines surpass the funds collected, have seen that the concerns about scarcity of materials for borrowing are largely unfounded, and, most importantly, have discovered that library fines may be disproportionately affecting the neediest members of our communities. Currently, 1,506 Benicia patrons are blocked from using their library cards, due to fines and fees. The majority of these are due to fines, although we cannot entirely separate fines from lost book fees. That number represents close to 10% of the number of registered borrowers. Given the increasing economic uncertainty faced by many in our community as a result of the ongoing Coronavirus emergency, we are likely to see an increased need for Library services within our community, with residents turning to the Library, as they did in large numbers during the Great Recession, for access to the Internet, assistance in job-seeking, and filling the need for diversion and entertainment.

In Benicia, many of our neighboring libraries have already taken this step, including St. Helena, Contra Costa County, Alameda County, Sonoma County, and many others. Solano County Library plans to eliminate fines at the start of Fiscal Year 2020-2021. At the annual 2019 California Library Association conference, staff attended a panel discussion of libraries who recently eliminated fines or are planning to do so soon. The primary result of their change in policy has been a large increase in overall circulation, numbers of active borrowers, and the less tangible, but equally important, improvement in general goodwill and better relations between staff and the public.

NEXT STEPS:

Upon approval of the resolution, staff will move to implement the new set of policies necessary for the change to take effect, and the elimination of the fees will go into effect on July 1, 2020.

ALTERNATIVE ACTIONS:

Council may decide not to eliminate the Library’s practice of charging fines for overdue materials and assessing other fees as noted.

General Plan	Goal 3.4 Support the library and the services it provides to the community. Policy 3.4.1 Maintain and expand library services.
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Priority Based Budgeting	Strategic City Result Impacted by this Agenda Item
	<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 & Safety</p> <p><input checked="" type="checkbox"/> Maintain & Enhance A High Quality of Life</p> <p><input type="checkbox"/> Preserve & Enhance Infrastructure</p> <p><input type="checkbox"/> Strengthen Economic & Fiscal Conditions</p> <p><input type="checkbox"/> Protect & Enhance the Environment</p>

	<input type="checkbox"/> High Performing Government City Programs Impacted by This Agenda Item (Top 3): 1. Library: Circulation 2. 3. Priority Based Budgeting (PBB) Website: 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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CEQA Analysis	Altering the Benicia Public Library's circulation policies is not a project under Section 15378 (b) of the CEQA Guidelines, which excludes administrative activities of governments. The proposed changes to library policies regarding fees will not result in direct or indirect physical changes in the environment. Therefore, it is not subject to CEQA under Guidelines Section 15060 (c)(2).
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ATTACHMENTS:

1. Resolution – Library Circulation Policy Changes and Elimination of Fees
2. Revised Circulation Policies
 - A. Policy on Circulation Rules
 - B. Policy on Lost and Damaged Materials
 - C. Overdue Materials Policy
3. American Library Association Resolution on Monetary Fines as a Form of Social Inequity

*For more information contact: David Dodd, Director of Library and Cultural Services
Phone: 707.746.4340
E-mail: ddodd@ci.benicia.ca.us*

RESOLUTION NO. 20-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA TO ELIMINATE FINES ON OVERDUE LIBRARY MATERIALS AND OTHER CHARGES, AND TO AUTHORIZE LIBRARY ADMINISTRATION TO ADOPT THE LIBRARY BOARD OF TRUSTEES' REVISED POLICIES IN ORDER TO IMPLEMENT THESE CHANGES

WHEREAS, the Benicia Public Library, along with many, if not most, public libraries across the nation, has long had a policy of assessing late charges for overdue materials; and

WHEREAS, the practice of charging fines for late materials has now come to be viewed by the Library profession at large as deleterious to providing free access to knowledge and information for those members of the community most in need of such access; and

WHEREAS, the American Library Association, noting this understanding of the regressive nature of fining patrons for late return of materials, issued a resolution at its 2018-2019 Midwinter Conference, "Resolution on Monetary Fines as a Form of Social Inequity," recommending that libraries "actively move towards eliminating [fines]"; and

WHEREAS, the Board of Trustees of the Benicia Public Library has recommended the elimination of fines, following study of the issue by a task force of the Board, along with other policy revisions and elimination of certain other charges, including the \$10 processing charge for damaged or lost materials, and the \$1 per day charge for non-pickup of holds; and

WHEREAS, Library staff has made draft revisions to all applicable circulation policies of the Library;

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Benicia does hereby move to eliminate charges for overdue materials for the Benicia Public Library, along with certain other charges, including processing fees and non-pickup fees for held items; to authorize the implementation of the necessary policies to effect this change; and to authorize and adopt the amendments to the Master Fee Schedule, as shown on Exhibit 1.

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 16th day of June, 2020 by the following vote:

Ayes:

Noes:

Absent:

Elizabeth Patterson, Mayor

Attest:

Lisa Wolfe, City Clerk

Date

Exhibit 1**City of Benicia
Library Fee Schedule**

Fee Description	Notes	Effective 11/18/19	Effective 6/16/20
Late Fees			
Late Fee Children's Materials -- per day	{1}	\$ 0.10	\$0.00
Late Fee Adult & Youth Materials -- per day	{1}	\$ 0.20	\$0.00
Lost or Damaged Material Charge			
Cost of replacement as indicated in the materials record		Actual Cost	
Lost or Damaged Material Processing Fee		\$ 10	\$0.00
Library Card Replacement		\$ -	
Internet/Public Access Printer			
Black & White - per page	[2]	\$ 0.15	
Color - per page	[2]	\$ 0.50	
Internet/Public Access Computer Disk - per disc	[2]	\$ 1	
Public Copier			
Black & White: 8.5" x 11" - per page	[2]	\$ 0.15	
B&W: 8.5" x 14" - per page	[2]	\$ 0.15	
B&W: 11" x 17" - per page	[2]	\$ 0.30	
Color: 8.5" x 11" , 8.5" x 14" - per page	[2]	\$ 0.50	
Color: 11" x 17" - per page	[2]	\$ 1	
Room Rental Per Hour			
Edna Clyne	[3]	\$ 22	
Dona Benicia	[3]	\$ 32	
1/2 Dona Benicia	[3]	\$ 22	
Piano Use in Meeting Room	[3]	\$ 10	
Proctoring Fee			
First three hours		\$ 27	
Additional per hour charge		\$ 5	
Monitored Proctoring Fee			
First three hours		\$ 50	
Additional per hour charge		\$ 10	

Exhibit 1**City of Benicia
Library Fee Schedule**

Fee Description	Notes	Effective 11/18/19	Effective 6/16/20
Items for Purchase			
MP3 Cords		\$ 1.50	
Earbuds		\$ 1	
Miscellaneous Other Fees			
Interlibrary Loan (ILL) Charges: for items requested and filled for patrons		\$ 5	
Refundable Rental Deposit	[4]	\$ 54	
Unclaimed Hold Fee - per item		\$ 1	\$0.00
Flash Drive - per item	[2]	\$ 5	
Blank Paper - per page	[2]	\$ 0.05	
Blank Business Envelope - per envelope	[2]	\$ 0.25	
Scanner - per page	[2]	\$ 0.15	
Fax - per page	[2]	\$1 - \$25 max.	
Equivalent Fees and Charges			
Determined by Department Director	[5]	Varies	
Related Fee Reduction			
Determined by Department Director	[5]	Varies	
<p>For services requested of City staff which have no fee listed in this fee schedule, the City Manager or the City Manager's designee shall determine the appropriate fee based on the established hourly rates for this division. Additionally, the City will pass-through to the applicant any discrete costs incurred from the use of external service providers if required to process the specific application.</p>			

[Notes]

- [1] Penalty / punitive charge; not analyzed by NBS in fee study
- [2] Fee established to recover cost of materials only, not analyzed in fee study
- [3] Market based evaluation conducted with staff recommendations.
- [4] Refundable deposit set by City policy, not analyzed in fee study
- [5] The City Manager or City Manager's designee shall determine an appropriate fee or fee reduction when conditions exist to warrant such an action.

**BENICIA PUBLIC LIBRARY
POLICY MANUAL**

POLICY ON CIRCULATION RULES

BENICIA PUBLIC LIBRARY

The Board of Library Trustees of the Benicia Public Library has established the following policy for the circulation of library materials.

LOAN PERIODS

The Benicia Public Library strives for consistency with the Solano Partner Libraries and St. Helena (SPLASH) consortium in loan periods. Therefore, all items checked out after September 1, 2006, from the Benicia Public Library will have a Universal Loan Period of 21 days.

There are two exceptions to the universal 21-day loan period. Due to their unique nature and limited supply, the Universal Loan Period does not apply to Museum passes or some items located in the Browsing Collection.

Browsing collection DVDs circulate for one week;

Museum passes circulate for one week.

When loan periods differ from those of other regional libraries, the policy in effect at the Library issuing the patron card will apply. The Library may modify loan periods in order to maintain consistency.

RENEWAL

With the exception of Browsing collection items and materials on hold for another patron, items can be renewed a maximum of two (2) times. Browsing collection materials may not be renewed. Renewals are accepted in person, over the phone, or via the library's website, [at www.benicialibrary.org](http://www.benicialibrary.org).

INTERLIBRARY LOAN MATERIALS

Interlibrary loan materials are items borrowed from outside the SPLASH jurisdiction and are considered specialty items. Materials on loan from other libraries for Benicia Public Library patrons will circulate for the time period allowed by the lending library. Interlibrary loan items must be returned to the library by the original due date, pending approval of the extension. Extensions to this time period may be requested in person, by phone, or by email message to the interlibrary loan staff. Due to the wide variance in loan policies, extensions are not guaranteed, and a request for [an](#) extension does not alter the original due date of the interlibrary loan item while the extension request is pending. A maximum of two (2) extension requests per item [are-is](#) allowed, if approved by the lending library. Failure to return items by the due date jeopardizes the borrowing status of the Benicia Public Library and may result in a suspension or loss of ILL privileges for the patron. [—](#)Overdue items must be returned prior to new requests being processed. Charges incurred for overdue or lost items from the lending library will be placed on the patron's account.

BENICIA PUBLIC LIBRARY POLICY MANUAL

Interlibrary loan items may be subject to immediate recall.

Section 4.4, Policy on Claims Returned, does not apply to Interlibrary Loan items.

Damaged items from outside our jurisdiction will be considered lost and the patron will be charged full replacement cost of the item(s). ~~An additional processing fee of \$10 may be charged.⁺~~

LIBRARY CARDS

All California residents are eligible to receive a library card. Proof of identity and current address are required at time of registration. Children age 17 and under must be accompanied by a parent or legal guardian or have an application signed by the parent or guardian. There is no minimum age limit for library cards.

A Benicia Library card is issued free to every patron. If a patron wants a Benicia library card, but already has a valid card issued by any library in the SPLASH consortium, they must exchange it to receive a Benicia SPLASH card. Cards issued in the SPLASH consortium are valid at all SPLASH member libraries. The Benicia Public Library will replace lost or damaged cards free of charge.

Additionally, students in Benicia Middle School and Benicia High School are automatically granted library borrowing privileges through their student ID cards, which function as modified library cards, providing access to online databases, books, audiobooks, and nonfiction DVDs.

CHECK OUT WITHOUT A LIBRARY CARD

Benicia Library card holders age 15 and over may check out materials, without presenting their card, upon providing a valid photo ~~identification I.D.~~. Card holders age 14 and under may check out materials, without presenting their library card, upon providing sufficient alternative identifying information.

INTERNET USE

~~Computers and the Internet are extremely popular resources. Computer scheduling software allows the library to give patrons equal access to the computers.~~

~~Every library cardholder is entitled to reserve and use computers for one hour per day using a library card number and pin number. In order to ensure equitable service and privacy for our customers, we require a library card for Internet access.~~

~~Benicia Library card holders age 15 and over may request a computer use pass, without presenting their card, upon providing a valid photo I.D. Card holders age 14 and under may request a computer use pass, without presenting their library card, upon providing sufficient alternative identifying information to staff.~~

⁺In Section 4.5, page 1, paragraph 4

**BENICIA PUBLIC LIBRARY
POLICY MANUAL**

~~Wireless users must have a valid Benicia or SPASH library card for access.~~

~~Visitors, temporary residents and others without a library card should see a library staff person for assistance.~~

LIMITS ON ITEMS CHECKED OUT

The Library limits patrons to a maximum of 50 checked-out items at one time. There may be other limits imposed on a temporary basis.

EXCEPTIONS:

Exceptions to this policy may be granted by the Library Director. The Library Director's decisions may be appealed to the Board of Library Trustees.

Adopted: October 28, 1991
Revised: February 24, 1992
Revised: May 8, 1995
Revised: August 28, 1995
Revised: October 9, 2001
Revised: July 10, 2006
Revised: August 14, 2006
Revised: August 11, 2008
Revised: April 13, 2009
Revised: November 13, 2012
Revised: June 21, 2016 (Effective: July 1, 2016)
Revised: April 7, 2020 (Effective: July 1, 2020)

//CircRules//

BENICIA PUBLIC LIBRARY POLICY MANUAL

POLICY ON LOST AND DAMAGED MATERIALS BENICIA PUBLIC LIBRARY

The Board of Library Trustees of the Benicia Public Library has established the following policy regarding lost and damaged materials.

Any patron who borrows materials from the Benicia Public Library is responsible for returning them in a timely manner and in the same condition as when checked out.

When materials are returned with damage or are lost, the patron will make restitution to the Library by paying the original purchase price of the item(s) ~~plus a \$10.00 processing fee as established by the Solano, Partner Libraries and St. Helena (SPLASH) consortium.~~ If no purchase price is listed on the item record, the SPLASH default price list will be used. If the material is subsequently found, and returned, and is in acceptable condition, the price of the material is returned to the patron, ~~but the processing fee is not returned.~~

When a patron returns damaged material, a judgement is made by the library staff as to whether or not the material must be replaced. If the library keeps the item in our collection, a notation is made of the damage on a damage sticker. If it must be replaced, the patron must pay for the material ~~plus the processing fee. Examples of damage necessitating replacement are: damage to binding, water damage, mold or mildew, spilled liquids (coffee, wine, etc.), or foul odor.~~ Damaged item(s) from outside our jurisdiction will be considered lost and the patron will be charged full replacement cost of the item(s). ~~An additional processing fee of \$10 will be charged per item.~~

If damages can be fixed or mitigated in some way as determined by library staff, the patron ~~will~~ may be required to make a partial payment. ~~Some common damages are: missing bar code, plastic jacket missing, or pages having pencil or crayon markings on them.~~ A price list for these items is attached.

If an item is damaged, a letter will be sent notifying the patron of the damaged item and the cost that will be placed on their library card. A sample letter is attached. The damaged item will be held for two months, in case until the issue is resolved. ~~The patron may wish to inspect the item. After that, the item will no longer be available, but applicable fees will remain on the patron's card. If the patron pays for the item, they may choose to keep it.~~

~~If the library keeps the item in our collection, a notation is made of the damage on a damage sticker. In this way, staff can determine if the most recent circulation was the one responsible for the damage.~~

If items are not returned within two weeks after the due date, status of items will be considered "lost" and a notice will be sent to the patron according to their stated preference for method of contact. If a patron loses library materials, they are required to pay the Library's cost of the item, unless the item is returned, and is in acceptable condition. The Library will not accept replacement items purchased by the patron.

Adopted: December 21, 1992

**BENICIA PUBLIC LIBRARY
POLICY MANUAL**

Revised: November 8, 1999
Revised: July 24, 2000
Revised: November 13, 2000
Revised: September 8, 2003
Revised: July 10, 2006
Revised: March 12, 2007, effective July 1, 2007
Revised: May 12, 2009
Revised: July 9, 2019
Revised: April 7, 2020 (Effective July 1, 2020)

BENICIA PUBLIC LIBRARY POLICY MANUAL

OVERDUE MATERIALS POLICY

BENICIA PUBLIC LIBRARY

The Board of Library Trustees of the Benicia Public Library has established the following policy regarding overdue ~~items-charges~~.

Materials are overdue if not checked in by midnight on the due date, either by bringing items into the Library or returning them in the bookdrop.

Items may be renewed online via the Library's website at ~~www.benicialibrary.org~~ and are overdue after midnight on the due date. Time is calculated by the Solano Library Partners and St. Helena (SPLASH) server, not the patron's computer. The restrictions on renewal (see circulation policy) apply equally to online transactions.

~~Overdue fees are assessed at 20¢ per day for adult materials, and 10¢ per day for children's materials, and \$5.00 per day for Museum Passes. If items are not returned within seven (7) days after the due date, status of items will be converted to "lost" and an overdue notice is mailed from SPLASH headquarters. Assessment of daily fees is suspended when the cardholder's total reaches \$6.00.~~

Patrons with ~~finest~~ fees of \$~~50~~40 or more will be blocked from checking out more materials until the ~~finest~~ fees are reduced to under \$~~50~~40 ~~in increments of one entire item being paid for—partial payments will not be allowed.~~

~~LOST AND DAMAGED MATERIALS~~

~~If items are not returned within two weeks after the due date, the status of those items will be considered "lost" and a notice will be sent according to the patron's preferences. If a patron loses or severely damages library materials, they are required to pay the Library's cost for the item, unless the item is returned, and is in acceptable condition. , plus a processing fee of \$10.00. The processing fee is non-refundable. The Library will not accept replacement items purchased by the patron. Replacement fee for all lost museum passes is \$50 plus processing.~~

Approved: January 22, 1990
Revised: October 28, 1991
Revised: October 9, 2001
Revised: July 10, 2006
Revised: March 12, 2007, effective July 1, 2007
Revised: August 11, 2008
Revised: April 13, 2009
Revised: June 10, 2014
Revised: June 21, 2016
Revised: April 7, 2020 (Effective July 1, 2020)

Resolution on Monetary Library Fines as a Form of Social Inequity

Whereas monetary fines present an economic barrier to access of library materials and services;

Whereas there is mounting evidence that indicates eliminating fines increases library card adoption and library usage;

Whereas monetary fines create a barrier in public relations, and absorb valuable staff time applying, collecting, and managing dues;

Whereas the first policy objective listed in ALA Policy B.8.10 (Library Services to the Poor) as approved by ALA Council on January 27, 2019, states that the American Library Association shall implement these objectives by “Promoting the removal of barriers to library and information services, particularly fees, and overdue charges”;

Whereas ALA Policy B.4.2 (Free Access to Information) “asserts that the charging of fees and levies for information services, including those services utilizing the latest information technology, is discriminatory in publicly supported institutions providing library and information services”;

Whereas in Economic Barriers to Information Access, An Interpretation of the Library Bill of Rights, ALA states “All library policies and procedures, particularly those involving fines, fees, or other user charges, should be scrutinized for potential barriers to access;

Whereas libraries will need to take determined and pragmatic action to dismantle practices of collecting monetary fines

Whereas libraries of all types are responsive to bodies, be they school districts, boards of trustees, college and university administration, or government entities and therefore need to be able to make the case to those bodies about eliminating fines; and

Whereas monetary fines ultimately do not serve the core mission of the modern library; now, therefore, be it

Resolved, that the American Library Association (ALA), on behalf of its members

1. adds a statement to the Policy Manual that establishes that “The American Library Association asserts that imposition of monetary library fines creates a barrier to the provision of library and information services.”;
2. urges libraries to scrutinize their practices of imposing fines on library patrons and actively move towards eliminating them; and
3. urges governing bodies of libraries to strengthen funding support for libraries so they are not dependent on monetary fines as a necessary source of revenue.

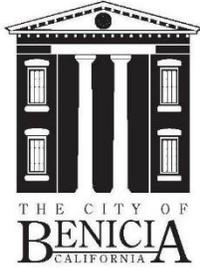
Mover: Peter Hepburn, Councilor At-Large, 773.426.8082

Seconders: Matt Ciszek, Councilor At-Large, 330.397.3650

Sara Dallas, Councilor At-Large, 518.859.0742

Ed Garcia, Councilor At-Large, 401-497-8992

Version: Final. 1.27.19 4:51 PM



**AGENDA ITEM
CITY COUNCIL MEETING DATE – JUNE 16, 2020
CONSENT CALENDAR**

TO : City Manager

FROM : Public Works Director

SUBJECT : **LANDSCAPING AND LIGHTING DISTRICT FISCAL YEAR 2020-2021**

EXECUTIVE SUMMARY:

The City of Benicia Landscaping and Lighting District consists of five separate zones, with the largest being the residential zone. The other four zones are smaller commercial/industrial areas. Private properties within each zone are assessed annually to pay the cost to maintain landscaping along street rights of way, maintenance of open space areas and maintenance and energy costs of streetlights on a zone-by-zone basis.

RECOMMENDATION:

Move to adopt the attached resolutions pertaining to the Landscaping and Lighting District:

1. Initiate Proceedings for the Annual Levy and Collection of Assessments for the City of Benicia Landscaping and Lighting District, Fiscal Year 2020-2021 (Attachment 1).
2. Preliminary approval of the Engineer’s Report for the City of Benicia Landscaping and Lighting District, Fiscal Year 2020-2021 (Attachment 2).
3. Intention to Order the Levy and Collection of Assessments Pursuant to the Landscaping and Lighting Act of 1972 and therefore Setting a Public Hearing on July 7, 2020 for the City of Benicia Landscaping and Lighting District, Fiscal Year 2020-2021 (Attachment 3).

BUDGET INFORMATION:

The total projected cost for Fiscal Year 2020-2021 for all five zones of the District is \$642,471. After the reserve fund credits and interest earnings are applied to the budgets, the balance to levy is \$427,663. These figures do not reflect the amount of \$6,625 spent on streetlight maintenance, which is currently being paid out of Gas Tax funds. It is projected that at the end of Fiscal Year 2020-2021, each of the zones will continue to be structurally underfunded, with expenditures outpacing revenue. Zone 1 Residential will require an estimated \$192,588 transfer from the General Fund. Zone 2 begins the year with a fund balance, but approximately 50% of that balance will be required to continue current service

levels. Zones 3-5 also have deficits, but these zones have a high enough fund balance to finance the deficits through the next few years.

BACKGROUND:

The City of Benicia Landscaping and Lighting District was formed in the late 1970’s. The City Council annually levies assessments on the parcels of land within the District to maintain the improvements that provide special benefits to properties within the District. The City of Benicia Landscaping and Lighting District consists of five separate zones, with the largest being the residential zone. The other four zones are smaller commercial/industrial areas. Private properties within each zone are assessed annually to pay the cost to maintain landscaping along street rights of way, maintenance of open space areas and maintenance and energy costs of streetlights on a zone-by-zone basis.

Before the City Council tonight is a consideration to adopt three resolutions:

- The first resolution initiates proceedings for the levy and collection of assessments for the Fiscal Year 2020-2021.
- The second resolution gives preliminary approval to the attached Engineer’s Report (Attachment 4) as required by the State of California Streets and Highways Code.
- The third resolution sets a public hearing for July 7, 2020, to order the levy and collection of assessments for Fiscal Year 2020-2021. Conducting the public hearing and adoption of the resolution ordering the levy and collection of assessments for Fiscal Year 2020- 2021 on July 7, 2020 will complete the process for the coming fiscal year.

No increases to the assessment rates are proposed for Fiscal Year 2020-2021. Therefore, the Zone 1 residential rate is recommended to remain at \$136.56 per parcel. The assessment rates for Zones 2 through 5 vary based upon parcel size but remain unchanged from prior years. While the revenue from the assessments in each of the zones is no longer sufficient to fund the annual costs, each zone is projected to have a fund balance by the end of the fiscal year, except Zone 1, which will need a \$192,588 transfer from the General Fund.

NEXT STEPS:

The next step will be to conduct a public hearing at the July 7, 2020 Council meeting.

ALTERNATIVE ACTIONS:

If the public hearing is not set, the City will not be able to move forward with the levy and assessments of the five Landscaping and Lighting zones.

General Plan	Goal 2.4: Ensure that development pays its own way
	Policy 2.4.1: Ensure any new development to be fiscally and financially sound and pay its own way with respect to City and School Districts capital improvements.
	Program 2.4.A: Monitor development to ensure it does not overburden the City’s infrastructure.

Priority Based Budgeting	Strategic City Result Impacted by this Agenda Item
	<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 & Safety <input type="checkbox"/> Maintain & Enhance A High Quality of Life <input checked="" type="checkbox"/> Preserve & Enhance Infrastructure <input checked="" type="checkbox"/> Strengthen Economic & Fiscal Conditions <input type="checkbox"/> Protect & Enhance the Environment <input type="checkbox"/> High Performing Government </p>
	City Programs Impacted by This Agenda Item (Top 3):
	<ol style="list-style-type: none"> 1. Streetlight maintenance and operations 2. Street median landscape maintenance and operations 3. Parks landscape maintenance and operations
	Priority Based Budgeting (PBB) Website:
	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.

CEQA Analysis	<p>Landscaping and lighting district assessments are exempt from the California Environmental Quality Act (CEQA) under Guidelines Selection 15378 (b) (4), because government fiscal activities, which do not involve any commitment to any specific project, which may result in a potentially significant physical impact on the environment is not considered a project.</p>
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ATTACHMENTS:

1. Resolution of Intent to Initiate Proceedings
2. Resolution of Preliminary Approval of Engineer’s Report
3. Resolution Setting the Public Hearing Date on July 7, 2020
4. Preliminary Engineer's Report

*For more information contact: William Tarbox, Director of Public Works
Phone: 707-746-4240
E-mail: Wtarbox@ci.benicia.ca.us*

RESOLUTION NO. 20-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA DESCRIBING IMPROVEMENTS AND DIRECTING PREPARATION OF ENGINEER'S REPORT FOR THE CITY OF BENICIA LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2020-2021

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

1. Previously, the City Council did, pursuant to the provisions of the Landscaping and Lighting Act of 1972, Part 2, Division 15, of the Streets and Highways Code of the State of California, conduct the proceedings for and did form the City of Benicia Landscaping and Lighting District ("District").

2. The public interest, convenience and necessity require, and it is the intention of this Council to undertake proceedings for the levy and collection of assessments upon the several lots or parcels of land in said District, for the construction or installation of improvements, including the maintenance or servicing, or both, thereof for Fiscal Year 2020-21.

3. The improvements to be constructed or installed, including the maintenance or servicing, or both, thereof, are:

a) The maintenance or servicing of public landscaping including, but not limited to, trees, shrubs, grass, or other vegetation in curbed median islands of public streets, in landscaped strips or areas along and adjacent to public street areas, in public open space areas retained in their natural state, or in areas developed as public parks.

b) The maintenance or servicing, or both, thereof public lighting facilities and improvements including, but not limited to, standards, poles and luminaries and the cost of electric current or energy.

4. The costs and expenses of said improvements, including the maintenance or servicing, or both, thereof, are to be made chargeable upon said District, the exterior boundaries of which District are the composite and consolidated area as more particularly shown on a map thereof on file in the office of the Public Works Director of the City of Benicia to which reference is hereby made for further particulars. Said map indicates by a boundary line the extent of the territory included in said District and of any zone thereof and shall govern for all details as to the extent of the assessment district.

5. The Engineer of Work shall be Harris & Associates and is hereby directed to prepare and file with the City Clerk a report, in writing, referring to the assessment district by its distinctive designation, specifying the fiscal year to which the report applies, and, with respect to that year, presenting the following:

a) Plans and specifications of the existing improvements and for proposed new improvements, if any, to be made within the district or within any zone thereof; and

- b) An estimate of the costs of said proposed new improvements, if any, to be made, the costs of maintenance or servicing, or both, thereof, and of any existing improvements, together with the incidental expenses in connection therewith; and
- c) A diagram showing the exterior boundaries of the district and of any zones within said district and the lines and dimensions of each lot or parcel of land within the district as such lot or parcel of land is shown on the County Assessor's map for the fiscal year to which the report applies; and
- d) A proposed assessment of the total amount of the estimated costs and expenses of the proposed new improvements, including the maintenance or servicing, or both, thereof, and of any existing improvements upon the several lots or parcels of land in said district in proportion to the estimated benefits to be received by such lots or parcels of land respectively from said improvements, including the maintenance or servicing, or both, thereof, and of the expenses incidental thereto.

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 16th day of June, 2020 by the following vote:

Ayes:

Noes:

Absent:

Elizabeth Patterson, Mayor

Attest:

Lisa Wolfe, City Clerk

Date

RESOLUTION NO. 20-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA
PRELIMINARILY APPROVING THE ENGINEER'S REPORT FOR THE CITY OF
BENICIA LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2020-2021**

WHEREAS, by previous Resolution, the City Council did adopt the Resolution describing improvements and directing preparation of Engineer's Report for Fiscal Year 2020-2021 pursuant to the Landscaping and Lighting Act of 1972 for the City of Benicia Landscaping and Lighting District ("District") in said City and did refer the proposed improvements to the Engineer of Work, and did therein direct said Engineer of Work to prepare and file with the Clerk of said City a report, in writing, all as therein more particularly described, under and pursuant to the Landscaping and Lighting Act of 1972; and

WHEREAS, said Engineer of Work prepared and filed with the Clerk of said City a report in writing as called for in previous Resolution and under and pursuant to said Act, which report has been presented to this Council for consideration; and

WHEREAS, said Council has duly considered said report and each and every part thereof, and finds that each and every part of said report is sufficient, and that neither said report nor any part thereof should be modified in any respect.

NOW, THEREFORE, IT IS HEREBY FOUND, DETERMINED AND ORDERED, as follows:

That the Engineer's estimate of the itemized and total costs and expenses of maintenance and servicing thereof, and of the incidental expenses in connection therewith, contained in said report, be, and each of them are hereby preliminarily approved.

1. That the diagram showing the exterior boundaries of the District referred to and described in previous Resolution and also the boundaries of any zones therein and the lines and dimensions of each lot or parcel of land within District as such lot or parcel of land is shown on the County Assessor's maps for the fiscal year to which the report applies, and it is hereby, preliminarily approved.
2. That the proposed assessment of the total amount of the estimated costs and expenses of the proposed improvements upon the several lots or parcels of land in District in proportion to the estimated benefits to be received by such lots or parcels, respectively, from said improvements including the maintenance or servicing, or both, thereof, and of the expenses incidental thereto, as contained in said report, be, and they are hereby, preliminarily approved.
3. That said report shall stand as the Engineer's Report for the purpose of all subsequent proceedings to be had pursuant to the previous Resolution.

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 16th day of June, 2020 by the following vote:

Ayes:

Noes:

Absent:

Elizabeth Patterson, Mayor

Attest:

Lisa Wolfe, City Clerk

Date

RESOLUTION NO. 20-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA OF INTENTION TO ORDER THE LEVY AND COLLECTION OF ASSESSMENTS PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972 AND THEREFORE SETTING A PUBLIC HEARING ON JULY 7, 2020 TO CONSIDER THE FISCAL YEAR 2020-2021 CITY OF BENICIA LANDSCAPING AND LIGHTING DISTRICT

WHEREAS, pursuant to the previous Resolution, describing improvements and directing preparation of Engineer's Report for Fiscal Year 2020-2021 for City of Benicia Landscaping and Lighting District ("District"), adopted on June 16, 2020, by the City Council of said City pursuant to the Landscaping and Lighting Act of 1972, the City Engineer of said City has prepared and filed with the Clerk of this City the written report called for under said Act and by previous Resolution, which said report has been submitted and preliminarily approved by this Council in accordance with said Act.

NOW, THEREFORE, IT IS HEREBY FOUND, DETERMINED AND ORDERED, as follows:

1. In its opinion, the public interest and convenience require, and it is the intention of the City Council to order the levy and collection of assessments for Fiscal Year 2020-2021 pursuant to the provisions of the Landscaping and Lighting Act of 1972, Part 2, Division 15, of the Streets and Highways Code of the State of California, for the construction or installation of the improvements, including the maintenance or servicing, or both, thereof, are:

a) The maintenance or servicing of public landscaping including, but not limited to, trees, shrubs, grass, or other vegetation in curbed median islands of public streets, in landscaped strips or areas along and adjacent to public street areas, in public open space areas retained in their natural state, or in areas developed as public parks.

b) The maintenance or servicing, or both, thereof public lighting facilities and improvements including, but not limited to, standards, poles and luminaries and the cost of electric current or energy.

2. The cost and expenses of said improvements, including the maintenance or servicing, or both, thereof, are to be made chargeable upon the District, the exterior boundaries of which District are the composite and consolidated area as more particularly described on a map thereof on file in the office of the Director of Public Works of said City, to which reference is hereby made for further particulars. Said map indicates by a boundary line the extent of the territory included in the district and of any zone thereof and the general location of said District.

3. Said Engineer's Report prepared by the Engineer of Work of said City, preliminarily approved by the City Council by previous Resolution and on file with the Clerk of this City, is hereby referred to for a full and detailed description of the

improvements, the boundaries of the assessment district and any zones therein, and the proposed assessments upon assessable lots and parcels of land within District.

4. Notice is hereby given that Tuesday, the 7th day of July, 2020, at 7:00 p.m. in the regular meeting place of the City Council, City Hall, 250 East "L" Street, Benicia, California, be and the same is hereby appointed and fixed as the time and place for a hearing by the City Council on the question of the levy and collection of the proposed assessment for the construction or installation of said improvements, including the maintenance and servicing, or both, thereof, and when and where it will consider all oral statements and all written comments made or filed by any interested person at or before the conclusion of said hearing against any proposed assessment upon an assessable lot or parcel of land within the District, and when and where it will consider and finally act upon the Engineer's Report.

5. Prior to the conclusion of the hearing, any interested person may file a written protest with the Clerk, or, having previously filed a protest, may file a written withdrawal of that protest. A written protest shall state all grounds of objection. A protest by a property owner shall contain a description sufficient to identify the property owned by such owner.

6. The Clerk of said City is hereby directed to give notice of said hearing by causing a copy of this Resolution to be published once in the Benicia Herald, a newspaper published and circulated in said City, and by conspicuously posting a copy thereof upon the official bulletin board customarily used by the City for the posting of notices, said posting and publication to be had and completed at least ten (10) days prior to the date of the hearing specified herein.

7. The Public Works Department is hereby designated as the office to answer inquiries regarding any proceedings to be had herein and may be contacted during regular office hours at City Hall, 250 East "L" Street, Benicia, California 94510, or by calling (707) 746-4240.

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 16th day of June, 2020 by the following vote:

Ayes:

Noes:

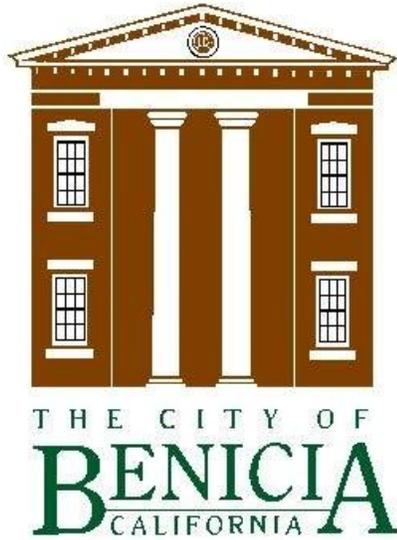
Absent:

Elizabeth Patterson, Mayor

Attest:

Lisa Wolfe, City Clerk

Date



CITY OF BENICIA
ENGINEER'S REPORT
FISCAL YEAR 2020-2021
SOLANO COUNTY, CALIFORNIA
LANDSCAPE AND LIGHTING
ASSESSMENT DISTRICT

June 2020

PREPARED BY

Harris & Associates

22 Executive Park, Suite 200

Irvine, CA 92614

www.weareharris.com



CERTIFICATIONS

Certifications

I HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessment and Assessment Diagram thereto attached was filed with me on the _____ day of _____, 20__.

Lisa Wolfe, City Clerk
City of Benicia, Solano County, CA

I HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessment and Assessment Diagram thereto attached was approved and confirmed by the City Council of the City of Benicia, California on the _____ day of _____, 20__.

Lisa Wolfe, City Clerk
City of Benicia, Solano County, CA



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ENGINEER'S CERTIFICATION

Statement of Assessment Engineer

AGENCY: THE CITY OF BENICIA
PROJECT: CITY OF BENICIA LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT
TO: THE CITY COUNCIL OF THE
CITY OF BENICIA
STATE OF CALIFORNIA

ENGINEER'S REPORT FOR FISCAL YEAR 2020-21

The preparation of this Annual Engineer's Report ("Report") is in conformance with the obligation of the City Council for the Benicia Landscape and Lighting Assessment District of the City of Benicia to provide landscaping services upon each lot or parcel of land in the district in proportion to the estimated benefit to be received by each such lot or parcel of land for Fiscal Year 2020-2021.

Pursuant to the Landscaping and Lighting Act of 1972 (Part 2 Division 15 of the Streets and Highways Code of the State of California, commencing with Section 22500) ("Act"), Article XIII D, Section 4(a) of the State of California Constitution, and in accordance with the City of Benicia's Resolution being adopted by the City Council on the ____ day of _____, this Report has been ordered for:

CITY OF BENICIA LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT

(Hereinafter referred to as the "District"),

I, K. Dennis Klingelhofer, authorized representative of the District, the duly appointed Assessment Engineer submit the following Report which consists of the following four (4) parts and Appendices:

PART I

Description of Improvements: This part provides a general description of improvements proposed to be maintained in the District. Plans and specifications for the improvements are on file with the City.

PART II

Estimate of Cost: This part contains the cost estimate of the proposed maintenance including incidental costs and expenses for Fiscal Year 2020-21

PART III

District Diagram: This part incorporates a Diagram of the District showing the external boundaries of the District. The lines and dimensions of each lot or parcel within the District are those lines and dimensions shown on the maps of the Solano County Assessor for the year in which this Report was prepared and are incorporated by reference herein and made part of this Report. The District Diagram is filed under separate cover with the City Clerk.

PART IV

Method of Apportionment of the Assessments: This part describes the method of apportionment of assessments, based upon parcel classification of land within the District in proportion to the estimated special benefits to be received. The costs and expenses of the District have been assessed upon the parcels of land within the boundaries of District pursuant to the initial methodology established in the late 1970's. For particulars as to the identification of parcels, reference is made to the District Diagram.

Appendices

Appendix A – Boundary of Benicia Landscape and Lighting Assessment District

Appendix B – Assessment Roll

In conclusion, it is my opinion that the costs and expenses of the District have been assessed to the lots and parcels within the boundaries of the District in proportion to the estimated benefits to be received by each lot or parcel from the services provided.

DATED this 16th day of June

 **Harris & Associates**

K. Dennis Klingelhofer, P.E., Assessment Engineer
R.C.E. No. 50255
Engineer of Work



PART I – OVERVIEW

Overview

INTRODUCTION

The City of Benicia ("City") levies and collects special assessments on parcels within the City of Benicia Landscaping and Lighting Assessment District ("District") in order to maintain the improvements within those areas. The District was initially formed in the late 1970's to provide a dedicated source of funding for the ongoing maintenance of lighting and landscape improvements within the Southampton area. Over the years, other areas have been annexed into the original benefit zone and additional benefit zones have also been created. The assessments and methods of apportionment described in this Report utilize commonly accepted assessment engineering practices and have been calculated and proportionately spread to each parcel based on the special benefits received as approved by the City Council at the time the District was formed.

GENERAL DESCRIPTION OF THE DISTRICT

The District consists of five (5) Benefit Zones as described below. Only parcels **that benefit from the improvements and services** within each of those zones receive an assessment.

Zone 1 – Residential ("Zone 1") is comprised of 2,196 single-family residential parcels. Within this zone is a large portion of the Southampton area plus the areas known by their subdivision name including Hamann Hills, Benicia Terrace, Olive Branch Estates, Harbor View Knolls and Clos Duvall. It also includes the Southampton D-6 and D-7 subdivisions. Also within the boundaries of Zone 1 are parcels identified as publicly owned open space and parks and privately owned open space and sliver parcels that are deemed to be not assessable.

Zone 2 – Fleetside Industrial Park ("Zone 2") is comprised of two industrial park subdivisions east of Interstate 680 in the eastern portion of the City. The two subdivisions are Fleetside Industrial Park and Drake Industrial Park. Also within the boundaries of Zone 2 are parcels identified as publicly owned wetland parcels that are deemed to be not assessable.

Zone 3 – Goodyear Road ("Zone 3") is comprised of four parcels totaling 37.01 acres in area located between Goodyear Road and Interstate 680 in the northeasterly corner of the City. The most southerly of the four parcels is 10.94 acres in area and is zoned "General Commercial." The three northerly parcels totaling 26.07 acres in area are zoned "Industrial Park."

Zone 4 – East 2nd Street ("Zone 4") is comprised of five assessed parcels totaling 276.36 acres. The two southernmost parcels adjacent to East 2nd Street total 200.04 acres in area and are zoned "General Industrial." The two northernmost parcels totaling 76.32 acres are zoned "Industrial Park." Within the boundaries of this Zone are also three small City-owned parcels used for water system distribution and storage purposes. Also within the boundaries of Zone 4 are parcels identified as publicly owned reservoir/pump station parcels that are deemed to be not assessable under the 1972 Act (see below).

Zone 5 – Columbus Parkway ("Zone 5") is comprised of commercial parcels, residential parcels and privately owned open space parcels. There are seven assessed commercial parcels totaling 9.15 acres; there are 188 residential condominiums at the Cambridge Apartments and there are 50 units north of Rose Drive at the north end of the Zone.



COMPLIANCE WITH THE CALIFORNIA CONSTITUTION

Assessments are levied annually pursuant to the Landscape and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code ("1972 Act"). All assessments described in this Report and approved by the City Council are prepared in accordance with the 1972 Act and are in compliance with the provisions of the California Constitution Article XIID ("Article XIID"), which was enacted with the passage of Proposition 218 in November 1996. Pursuant to Article XIID Section 5, certain existing assessments are exempt from the substantive and procedural requirements of Article XIID Section 4. Specifically, Article XIID Section 5(b) exempted:

"Any assessment imposed pursuant to a petition signed by the person owning all of the parcels subject to the assessment at the time the assessment is initially imposed."

The City has determined that all improvements and the annual assessments originally established for the District were part of the conditions of property development and approved by the original property owner (developer at the time of the District formation late 1970's). As such, pursuant to Article XIID Section 5(b), all the property owners approved the existing District assessments at the time the assessments were created (originally imposed pursuant to a 100% landowner petition). Therefore, the pre-existing assessment amount has been exempt from the procedural requirements of Article XIID Section 4, since the amount of the assessment has not increased since the passage of Proposition 218.

Any future increase in the assessment rate or substantial changes in the services provided would require that the District be brought into compliance with all of the requirements of Article XIID and would require the approval of the property owners subject to the assessment based upon a mailed ballot which would be sent to each property owner.

SUMMARY OF PROPOSED ASSESSMENT AND EXPENDITURES

A summary of the assessments to be levied in each Benefit Zone is shown in the table below. Based upon the estimated expenditures, a transfer, which will be needed from the Zones projected fund balance as of June 30, 2020, is shown for Fiscal Year 2020-21. Overall, each of the five zones is structurally underfunded with expenditures outpacing revenue; however the level of annual deficit varies significantly among the zones. Zones 1 & 2 have the largest imbalances, in fact Zone 1 is projected to begin FY 2020-21 with a negative fund balance of \$192,588. A General Fund transfer for the same amount will be required to maintain the current level of service. Zone 2 begins the year with a healthy fund balance, yet approximately 50% of that balance will be required to continue current service levels. Zones 3 – 5 also have deficits, yet these zones possess a high enough fund balance to finance the deficits through the next few years. Long-term, these fiscal realities are not sustainable and will require either increasingly larger General Fund subsidies, reductions in service levels, or a Proposition 218 ballot measure to increase the assessment amounts.

In addition to the General Fund subsidy shown above, the City's Public Works Department also contributes an estimated \$6,624.90 to support street lighting maintenance and repairs for Fiscal Year 2019/20. This amount is based on actual expenditures from July 1, 2019 through February 29, 2020.



CITY OF BENICIA
LANDSCAPE AND LIGHTING DISTRICT FY 2020-21
SUMMARY OF ESTIMATED EXPENSES AND REVENUES

Budget Item	Zone 1 Residential	Zone 2 Fleetside Ind. Park	Zone 3 Goodyear Road	Zone 4 E. Second Street	Zone 5 Columbus Parkway	Total
DIRECT COSTS						
Maintenance and Servicing	\$ 356,741	\$ 67,671	\$ 6,110	\$ 25,520	\$ 21,666	\$ 477,708
Utilities	\$ 127,233	\$ 10,564	\$ 461	\$ 7,196	\$ 800	\$ 146,253
Capital Outlay	\$ -	\$ -	\$ 1,510	\$ -	\$ -	\$ 1,510
District Administration	\$ 8,500	\$ 8,500	\$ -	\$ -	\$ -	\$ 17,000
TOTAL DIRECT COSTS	\$ 492,474	\$ 86,734	\$ 8,081	\$ 32,716	\$ 22,466	\$ 642,471
Fund Balance and Transfers						
Estimated Fund Balance 7/1	\$ (192,588)	\$ 55,094	\$ 26,902	\$ 41,583	\$ 68,723	\$ (287)
Estimated Use of Fund Reserves	\$ 192,588	\$ (6,757)	\$ (3,680)	\$ (4,300)	\$ (5,978)	\$ 171,872
Estimated General Fund Transfer	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Estimated Interest Income	\$ -	\$ 826	\$ 400	\$ 416	\$ 687	\$ 2,330
Projected Fund Balance 6/30	\$ -	\$ 49,163	\$ 23,622	\$ 37,699	\$ 63,432	\$ 173,915
ASSESSMENT REVENUES	\$ 299,886	\$ 79,977	\$ 4,000	\$ 28,000	\$ 15,800	\$ 427,663
Assessment Rates						
Assessment per Benefit Unit	\$ 136.56				\$ 40.00	
Assessment Needed to Fully Fund	\$ 224.26				\$ 56.88	
Assessment per Acre		\$ 644.77	\$ 108.08	\$ 101.32	\$ 645.00	
Assessment Needed to Fully Fund		\$ 699.25	\$ 218.40	\$ 118.54	\$ 644.30	



PART II – PLANS AND SPECIFICATIONS

Plans and Specifications

The District provides for the continued installation, maintenance and servicing of landscaping within public parks, street landscaping and lighting improvements within the public right-of-ways which provide special benefit to parcels and properties in each of the five (5) Benefit Zones

As generally defined in the 1972 Act, maintenance and servicing of the improvements may include one or any combination of the following:

- 1) The installation or planting of landscaping.
- 2) The installation or construction of statuary, fountains, and other ornamental structures and facilities.
- 3) The installation or construction of public lighting facilities, including, but not limited to streetlights and traffic signals.
- 4) The installation or construction of any facilities which are appurtenant to any of the foregoing or which are necessary or convenient for the maintenance or servicing thereof; including but not limited to, grading, removal of debris, the installation or construction of curbs, gutters, walls, sidewalks, or paving, or water, irrigation, drainage, or electrical facilities.
- 5) The installation of park or recreational improvements including, but not limited to the following:
 - a) Land preparation, such as grading, leveling, cutting and filling, sod, landscaping, irrigation systems, sidewalks, and drainage.
 - b) Lights, playground equipment, play courts and public restrooms.
- 6) The maintenance or servicing, or both, of any of the foregoing including the furnishing of services and materials for the ordinary and usual maintenance, operation, and servicing of any improvement, including, but not limited to:
 - a) Repair, removal, or replacement of all or any part of any improvements;
 - b) Grading, clearing, removal of debris, the installation, repair or construction of curbs, gutters, walls, sidewalks, or paving, or water, irrigation, drainage, or electrical facilities;
 - c) Providing for the life, growth, health, and beauty of landscaping, including cultivation, irrigation, trimming, spraying, fertilizing, or treating for disease or injury;
 - d) The removal of trimmings, rubbish, debris, and other solid waste;
 - e) The cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti.
 - f) Electric current or energy, gas, or other agent for the lighting or operation of any other improvements.
 - g) Water for the irrigation of any landscaping, the operation of any fountains, or the maintenance of any other improvements.
- 7) The acquisition of land for park, recreational or open-space purposes, or the acquisition of any existing improvement otherwise authorized by the 1972 Act.
- 8) Incidental expenses associated with the improvements including, but not limited to:
 - a) The cost of preparation of the report, including plans, specifications, estimates, diagram, and assessment;
 - b) The costs of printing, advertising, and the publishing, posting and mailing of notices;
 - c) Compensation payable to the County for collection of assessments;



- d) Compensation of any engineer or attorney employed to render services;
- e) Any other expenses incidental to the construction, installation, or maintenance and servicing of the improvements; and,
- f) Costs associated with any elections held for the approval of a new or increased assessment.

LEVEL OF MAINTENANCE SERVICES PROVIDED

The City has defined the desired level of maintenance services which should be provided to maintain the appearance and health of vegetation and landscaped area, and to maintain recreation areas in a safe and attractive manner to serve the surrounding property. At the time of formation of the District in the late 1970's, assessment revenues were sufficient to provide maintenance service at the approximate frequency shown under the "Desired Level of Maintenance" (Desired Frequency) in the table below.

However, over the years the frequency of maintenance services which the District has been able to provide has gradually been reduced. The primary reason for the gradual reduction in maintenance levels is that although the cost of labor, materials, utilities and other services have continued to increase annually, the assessment revenues have not increased. As a result, the current frequency of maintenance services which the District is able to provide is shown in the table on the following page under "Current Maintenance Level" (Budgeted Frequency).

The location, boundaries and general description of the improvements provided within the District are described below. The detailed specifications and location of the improvements are on plans and maps on file with the Public Works department and by reference are made part of this Report

Zone 1 – Residential

The Zone 1 improvements shall consist of: 1) maintenance and servicing of open space areas including disking, mowing and trash removal; 2) within public park sites with established landscaping, maintenance and servicing improvements including trimming, pruning, weeding, fertilizing, irrigation, trash removal, mechanical sprinkler repair, plant replacement, and other necessary maintenance programs; and 3) the servicing of electrical power for 304 streetlights for this zone.

Zone 2 – Fleetside Industrial Park

The Zone 2 improvements shall consist of: 1) the maintenance and servicing of landscaped strip areas along and adjacent to the public street areas including trimming, pruning, weeding, fertilizing, irrigation, trash removal, mechanical sprinkler repair, plant replacement, and other necessary maintenance programs; and 2) the servicing of electrical power for 33 streetlights for this zone.

Zone 3 – Goodyear Road

The Zone 3 improvements shall consist of: 1) the maintenance and servicing of landscaped strip areas along and adjacent to the public street areas including trimming, pruning, weeding, fertilizing, irrigation, trash removal, mechanical sprinkler repair, plant replacement and other necessary maintenance programs; and 2) the servicing of electrical power for 10 streetlights for this zone.



Zone 4 – East 2nd Street

The Zone 4 improvements shall consist of: 1) the maintenance and servicing of landscaped median areas in Rose Drive from East 2nd Street to 1,800 feet (0.34 miles), more or less, northwesterly of East 2nd Street, and in East 2nd Street from 4,800 feet (0.91 miles), more or less, southerly of Rose Drive to 1,950 feet (0.37 miles), more or less, northeasterly of Rose Drive, include trimming, pruning, weeding, fertilizing, irrigation, trash removal, mechanical sprinkler repair, plant replacement and other necessary maintenance programs; and 2) the servicing of electrical power for 78 streetlights for this zone.

Zone 5 – Columbus Parkway

Zone 5 improvements shall consist of: 1) the maintenance and servicing of landscaped median areas along the public street areas and for a landscaped, Caltrans-owned parcel lying between Columbus Parkway and Interstate 780 southerly of Rose Drive, including trimming, pruning, weeding, fertilizing, irrigation, trash removal, mechanical sprinkler repair, plant replacement and other necessary maintenance programs; and 2) the servicing of electrical power for 15 streetlights for this zone.



Summary of Maintenance Activities and Frequencies

Activity	Desired Frequency	Budgeted Frequency
Turf Maintenance		
Mowing, edging & trimming	Weekly	Weekly
Fertilization	Four times per year	Once per year
Control and/or eradication of pest and weeds	Four times per year	Twice per year
Landscape Maintenance		
Re-mulch landscape areas	Annually	NB*
Color Plantings	Semi-annually	NB*
Plant Replacement	As-needed	NB*
Fertilize shrubs and ground cover	Annually	NB*
Fertilize trees	Annually	NB*
Control and/or eradication of pest and weeds	Four times per year	Twice per year
Trash and Debris Removal		
Turf/Landscape areas	Daily	Daily
Hardscape areas	Daily	Daily
Picnic/Play Areas	Daily	Daily
Restrooms	Daily	Daily
Pruning and Trimming		
Shrubs	Four times per year	Twice per year



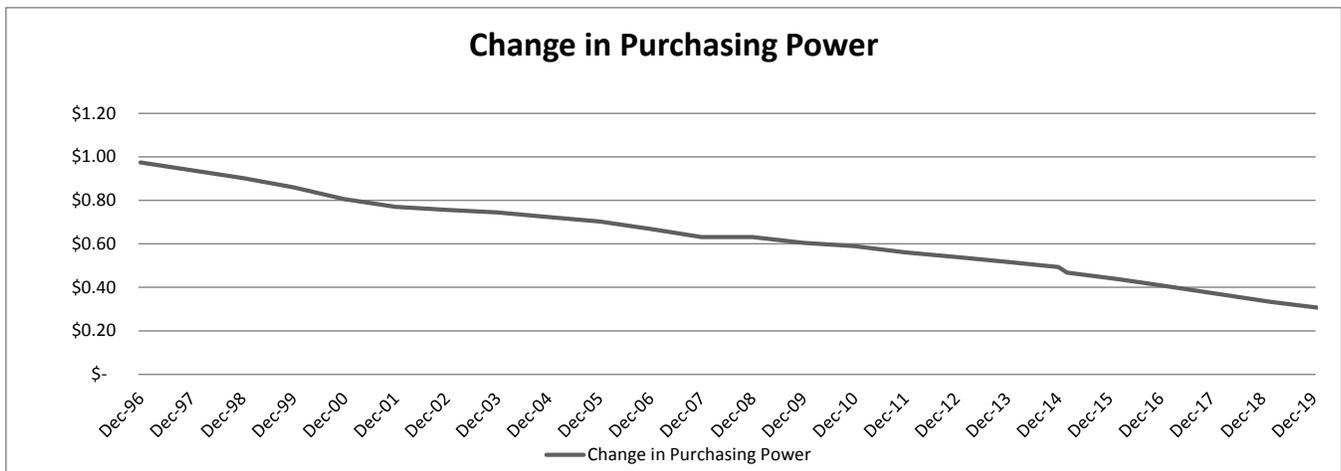
Trees	3-5 Year Cycle	Limited to emergency pruning and removal
Irrigation Maintenance		
Monitor, test and inspect irrigation system	Weekly	Twice per month
Street Light Maintenance		
Re-lamping	2-3 Year Cycle	2-3 Year Cycle
Hardscape Maintenance		
Repair of damaged sidewalks	Annual contract	Limited to emergency repairs to correct safety hazards
Repair/Replacement of playground equipment	Planned replacement program	NB*



PART III – COST ESTIMATE

Cost Estimate

All improvements within the District are maintained and serviced on a regular basis. Based upon the available revenues generated by the assessment, City staff determines the frequency and specific maintenance operations which can be provided in a given year. Since the assessment rate has not been increased since the passage of Proposition 218 in 1996, the City has had to gradually reduce service levels as costs have increased while the assessment rate has remained fixed. The table below shows the change in purchasing power since the passage of Proposition 218 based upon the annual change in the Consumer Price Index for the San Francisco Bay Area as published by the U.S. Department of Labor.



The proposed budget for each Zone is shown on the following pages. This includes an estimate of the costs of utilities, operations, services, administration and maintenance associated with the improvements within the each Zone, including all labor, personnel, equipment, materials and administrative expenses. The budget summary for each zone also shows the estimated fund balance for the zone, and the projected contribution/ (transfer) that will be required from the fund balance based upon the estimated expenditures and assessment revenue. As seen in the budget tables, a General Fund transfer will be needed to maintain service levels in Zone 1, given that the zone is forecast to begin Fiscal Year 2020-21 with a negative fund balance and a structural budgeting deficit of more than \$192,000. In Zones 2 – 5 a contribution will be required from the fund balance in each Zone for Fiscal Year 2019-20. Based upon current projected maintenance costs in future years, the existing fund balance in most of the zones will be impacted by this fiscal imbalance. Methods to address this issue include escalating General Fund subsidies (or contributions from other sources), reductions in service levels, or a Proposition 218 ballot measure to adjust assessment rates to fully fund each zone's expenditures. In each table, the costs of maintenance are greater than the revenue generated by the current assessment; additionally, each budget illustrates the estimated assessment rate required to fully fund maintenance activities.



CITY OF BENICIA
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT
ZONE 1 - RESIDENTIAL

Budget Item	Actual Budget 2017-18	Revised Budget 2018-19	Adopted Budget	Estimated YE Budget	Estimated Budget 2020-21	Projected Budget 2021-22	Projected Budget 2022-23
EXPENDITURES							
Maintenance and Servicing							
Personnel Cost	\$ 257,046	\$ 267,849	\$ 266,240	\$ 270,148	\$ 271,565	\$ 276,996	\$ 282,536
Contract Services	\$ 21,585	\$ 18,000	\$ 14,019	\$ 8,821	\$ 10,000	\$ 10,000	\$ 10,000
Materials and Supplies	\$ 7,500	\$ 6,500	\$ 6,500	\$ 9,750	\$ 5,000	\$ 5,100	\$ 5,202
Street Light Repairs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Cost Allocation	\$ 66,144	\$ 68,790	\$ 68,800	\$ 51,600	\$ 70,176	\$ 71,580	\$ 73,011
Subtotal	\$ 352,275	\$ 361,139	\$ 371,701	\$ 340,319	\$ 356,741	\$ 363,676	\$ 370,749
Utilities	\$ 70,852	\$ 74,006	\$ 124,130	\$ 127,431	\$ 127,233	\$ 130,414	\$ 133,674
Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
District Administration	\$ 2,999	\$ 8,500	\$ 8,500	\$ 8,500	\$ 8,500	\$ 8,500	\$ 8,500
TOTAL EXPENDITURES	\$ 426,126	\$ 443,645	\$ 455,688	\$ 476,251	\$ 492,474	\$ 502,590	\$ 512,924
REVENUES							
Adjustments							
Use of Money and Property	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfer From Fund Balance & GF	\$ 126,240	\$ 143,759	\$ 155,802	\$ 176,365	\$ 192,588	\$ 202,704	\$ 213,038
Total Adjustments	\$ 126,240	\$ 143,759	\$ 155,802	\$ 176,365	\$ 192,588	\$ 202,704	\$ 213,038
Assessments Levied	\$ 299,886	\$ 299,886	\$ 299,886	\$ 299,886	\$ 299,886	\$ 299,886	\$ 299,886
TOTAL REVENUE	\$ 426,126	\$ 443,645	\$ 455,688	\$ 476,251	\$ 492,474	\$ 502,590	\$ 512,924
FUND BALANCE							
Estimated Balance 7/1	\$ (126,240)	\$ (143,759)	\$ (155,802)	\$ (176,365)	\$ (192,588)	\$ (202,704)	\$ (213,038)
Estimated Collection/(Transfer)	\$ 126,240	\$ 143,759	\$ 155,802	\$ 176,365	\$ 192,588	\$ 202,704	\$ 213,038
Estimated Interest Income	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Projected Balance 6/30	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ANNUAL LEVY SUMMARY							
Total Parcels Levied	2,196	2,196	2,196	2,196	2,196	2,196	2,196
Assessment per Benefit Unit	\$ 136.56	\$ 136.56	\$ 136.56	\$ 136.56	\$ 136.56	\$ 136.56	\$ 136.56
Assessment Needed to Fully Fund	\$ 194.05	\$ 202.02	\$ 207.51	\$ 216.87	\$ 224.26	\$ 228.87	\$ 233.57

Notes

- 1/ For Maintenance & Servicing items and Capital Outlay, estimated FY 2020-21 and projected FY 2021-22 and FY2022-22 amounts are increased annually by 2%.
- 2/ For Utilities, estimated FY 2020-21 and projected FY 2021-22 and FY2022-23 amounts are increased annually by 2.5%.
- 3/ District Administration is contracted through FY 2020-21, therefore there is no annual increase for FY 2021-22 or FY 2022-23.
- 4/ Estimated YE Budget for 2019-20 is based on actual costs through February, projected through June 30, 2020.



CITY OF BENICIA
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT
ZONE 2 - FLEETSIDE INDUSTRIAL PARK

Budget Item	Actual Budget 2017-18	Revised Budget 2018-19	Adopted Budget 2019-20	Estimated YE Budget 2019-20	Estimated Budget 2020-21	Projected Budget 2021-22	Projected Budget 2022-23
EXPENDITURES							
Maintenance and Servicing							
Personnel Cost	\$ 36,461	\$ 29,902	\$ 34,940	\$ 44,853	\$ 35,639	\$ 36,352	\$ 37,079
Contract Services	\$ 10,891	\$ 2,648	\$ 6,550	\$ 3,972	\$ 5,000	\$ 5,000	\$ 5,000
Cost Allocation	\$ 20,758	\$ 21,589	\$ 21,600	\$ 32,384	\$ 22,032	\$ 22,473	\$ 22,922
Materials and Supplies	\$ 5,150	\$ 1,800	\$ 5,310	\$ 2,700	\$ 5,000	\$ 5,100	\$ 5,202
Subtotal	\$ 73,260	\$ 55,939	\$ 68,400	\$ 83,909	\$ 67,671	\$ 68,924	\$ 70,203
Utilities	\$ 8,517	\$ 10,033	\$ 10,306	\$ 15,049	\$ 10,564	\$ 10,828	\$ 11,098
Capital Outlay	\$ 2,060	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Incidentals	\$ 2,266	\$ -	\$ 8,500	\$ -	\$ 8,500	\$ 8,500	\$ 8,500
TOTAL EXPENDITURES	\$ 86,103	\$ 65,972	\$ 87,206	\$ 98,958	\$ 86,734	\$ 88,252	\$ 89,801
REVENUES							
Adjustments							
Use of Money and Property	\$ 781	\$ 700	\$ 921	\$ 826	\$ 826	\$ 737	\$ 624
Transfer From Fund Balance	\$ 5,345	\$ (14,706)	\$ 6,308	\$ 18,155	\$ 5,931	\$ 7,538	\$ 9,200
Estimated General Fund Transfer	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Adjustments	\$ 6,126	\$ (14,005)	\$ 7,229	\$ 18,981	\$ 6,757	\$ 8,275	\$ 9,824
Assessments Levied	\$ 79,977	\$ 79,977	\$ 79,977	\$ 79,977	\$ 79,977	\$ 79,977	\$ 79,977
TOTAL REVENUE	\$ 86,103	\$ 65,972	\$ 87,206	\$ 98,958	\$ 86,734	\$ 88,252	\$ 89,801
FUND BALANCE							
Estimated Balance 7/1	\$ 52,041	\$ 46,696	\$ 61,402	\$ 55,094	\$ 55,094	\$ 49,163	\$ 41,625
Estimated Collection/(Transfer)	\$ (6,126)	\$ 14,005	\$ (7,229)	\$ (18,981)	\$ (6,757)	\$ (8,275)	\$ (9,824)
Estimated Interest Income	\$ 781	\$ 700	\$ 921	\$ 826	\$ 826	\$ 737	\$ 624
Projected Balance 6/30	\$ 46,696	\$ 61,402	\$ 55,094	\$ 36,939	\$ 49,163	\$ 41,625	\$ 32,425
ANNUAL LEVY SUMMARY							
Total Acreage Levied	124.04	124.04	124.04	124.04	124.04	124.04	124.04
Assessment per Acre	\$ 644.77	\$ 644.77	\$ 644.77	\$ 644.77	\$ 644.77	\$ 644.77	\$ 644.77
Assessment Needed to Fully Fund	\$ 694.16	\$ 531.86	\$ 703.05	\$ 797.79	\$ 699.25	\$ 711.48	\$ 723.97

Notes

1. For Maintenance & Servicing items and Capital Outlay, estimated FY 2020-21 and projected FY 2021-22 and FY2022-22 amounts are increased annually by 2%.
- 2/ For Utilities, estimated FY 2020-21 and projected FY 2021-22 and FY2022-23 amounts are are increased annually by 2.5%.
3. District Administration is contracted through FY 2020-21, therefore there is no annual increase for FY 2021-22or FY 2022-23.
4. Estimated YE Budget for 2019-20 is based on actual costs through February, projected through June 30, 2020.



CITY OF BENICIA
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT
ZONE 3 - GOODYEAR ROAD

Budget Item	Actual Budget 2017-18	Revised Budget 2018-19	Adopted Budget	Estimated YE Budget	Estimated Budget 2020-21	Projected Budget 2021-22	Projected Budget 2022-23
EXPENDITURES							
Maintenance and Servicing							
Personnel Cost	\$ 4,316	\$ 4,502	\$ 4,690	\$ 6,751	\$ 4,784	\$ 4,879	\$ 4,977
Contract Services	\$ 534	\$ 696	\$ 700	\$ 193	\$ 714	\$ 728	\$ 743
Materials and Supplies	\$ 515	\$ 531	\$ 600	\$ -	\$ 612	\$ 624	\$ 637
Subtotal	\$ 5,365	\$ 5,729	\$ 5,990	\$ 6,944	\$ 6,110	\$ 6,232	\$ 6,357
Utilities	\$ 291	\$ 306	\$ 450	\$ 451	\$ 461	\$ 473	\$ 485
Cost Allocation	\$ 1,425	\$ 1,482	\$ 1,480	\$ 2,223	\$ 1,510	\$ 1,540	\$ 1,571
Incidentals	\$ 155	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENDITURES	\$ 7,236	\$ 7,517	\$ 7,920	\$ 9,618	\$ 8,081	\$ 8,245	\$ 8,412
REVENUES							
Adjustments							
Use of Money and Property	\$ 516	\$ 483	\$ 454	\$ 400	\$ 400	\$ 351	\$ 299
Transfer From Fund Balance	\$ 2,720	\$ 3,034	\$ 3,466	\$ 5,217	\$ 3,958	\$ 3,893	\$ 4,113
Estimated General Fund Transfer	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Adjustments	\$ 3,236	\$ 3,517	\$ 3,920	\$ 5,618	\$ 4,358	\$ 4,245	\$ 4,412
Assessments Levied	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000
TOTAL REVENUE	\$ 7,236	\$ 7,517	\$ 7,920	\$ 9,618	\$ 8,358	\$ 8,245	\$ 8,412
FUND BALANCE							
Estimated Balance 7/1	\$ 34,677	\$ 32,473	\$ 29,922	\$ 26,902	\$ 26,902	\$ 23,622	\$ 20,080
Estimated Use of Reserve Funds	\$ (2,720)	\$ (3,034)	\$ (3,466)	\$ (5,217)	\$ (3,680)	\$ (3,893)	\$ (4,113)
Estimated Interest Income	\$ 516	\$ 483	\$ 445	\$ 400	\$ 400	\$ 351	\$ 299
Projected Balance 6/30	\$ 32,473	\$ 29,922	\$ 26,902	\$ 22,085	\$ 23,622	\$ 20,080	\$ 16,266
ANNUAL LEVY SUMMARY							
Total Acreage Levied	37	37	37	37	37	37	37
Assessment per Acre	\$ 108.08	\$ 108.08	\$ 108.08	\$ 108.08	\$ 108.08	\$ 108.08	\$ 108.08
Assessment Needed to Fully Fund	\$ 195.51	\$ 203.11	\$ 214.00	\$ 259.86	\$ 218.40	\$ 222.77	\$ 227.29

Notes

- 1/ For Maintenance & Servicing items and Capital Outlay, estimated FY 2020-21 and projected FY 2021-22 and FY2022-22 amounts are increased annually by 2%.
- 2/ For Utilities, estimated FY 2020-21 and projected FY 2021-22 and FY2022-23 amounts are increased annually by 2.5%.
- 3/ District Administration is contracted through FY 2020-21, therefore there is no annual increase for FY 2021-22 or FY 2022-23.
- 4/ Estimated YE Budget for 2019-20 is based on actual costs through February, projected through June 30, 2020.



CITY OF BENICIA
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT
ZONE 4 - EAST 2ND STREET

Budget Item	Actual Budget 2017-18	Revised Budget 2018-19	Adopted Budget 2019-20	Estimated YE Budget	Estimated Budget 2020-21	Projected Budget 2021-22	Projected Budget 2022-23
EXPENDITURES							
Maintenance and Servicing							
Personnel Cost	\$ 15,286	\$ 15,811	\$ 15,620	\$ 14,439	\$ 15,932	\$ 16,251	\$ 16,576
Contract Services	\$ 1,367	\$ 2,118	\$ 2,200	\$ 829	\$ 2,244	\$ 2,289	\$ 2,335
Cost Allocation	\$ 4,498	\$ 4,678	\$ 4,700	\$ 3,525	\$ 4,794	\$ 4,890	\$ 4,988
Materials and Supplies	\$ 2,500	\$ 2,500	\$ 2,500	\$ 3,710	\$ 2,550	\$ 2,601	\$ 2,653
Subtotal	\$ 23,651	\$ 25,107	\$ 25,020	\$ 22,502	\$ 25,520	\$ 26,031	\$ 26,551
Utilities	\$ 4,579	\$ 4,809	\$ 7,020	\$ 6,817	\$ 7,196	\$ 7,375	\$ 7,560
Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Incidentals	\$ 1,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENDITURES	\$ 29,230	\$ 29,916	\$ 32,040	\$ 29,320	\$ 32,716	\$ 33,406	\$ 34,111
REVENUES							
Adjustments							
Use of Money and Property	\$ 460	\$ 457	\$ 447	\$ 416	\$ 416	\$ -	\$ -
Transfer From Fund Balance	\$ 770	\$ 1,458	\$ 3,593	\$ 904	\$ 4,300	\$ 5,406	\$ 6,111
Estimated General Fund Transfer	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Adjustments	\$ 1,230	\$ 1,916	\$ 4,040	\$ 1,320	\$ 4,716	\$ 5,406	\$ 6,111
Assessments Levied	\$ 28,000	\$ 28,000	\$ 28,000	\$ 28,000	\$ 28,000	\$ 28,000	\$ 28,000
TOTAL REVENUE	\$ 29,230	\$ 29,916	\$ 32,040	\$ 29,320	\$ 32,716	\$ 33,406	\$ 34,111
FUND BALANCE							
Estimated Balance 7/1	\$ 46,039	\$ 45,730	\$ 44,729	\$ 41,583	\$ 41,583	\$ 37,699	\$ 32,293
Estimated Use of Reserve Funds	\$ (770)	\$ (1,458)	\$ (3,593)	\$ (904)	\$ (4,300)	\$ (5,406)	\$ (6,111)
Estimated Interest Income	\$ 460	\$ 457	\$ 447	\$ 416	\$ 416	\$ -	\$ -
Projected Balance 6/30	\$ 45,730	\$ 44,729	\$ 41,583	\$ 41,095	\$ 37,699	\$ 32,293	\$ 26,182
ANNUAL LEVY SUMMARY							
Total Acreage Levied	276	276	276	276	276	276	276
Assessment per Acre	\$ 101.32	\$ 101.32	\$ 101.32	\$ 101.32	\$ 101.32	\$ 101.32	\$ 101.32
Assessment Needed to Fully Fund	\$ 105.77	\$ 108.39	\$ 116.09	\$ 106.23	\$ 118.54	\$ 120.88	\$ 123.43

Notes

- 1/ For Maintenance & Servicing items and Capital Outlay, estimated FY 2020-21 and projected FY 2021-22 and FY2022-22 amounts are increased annually by 2%.
- 2/ For Utilities, estimated FY 2020-21 and projected FY 2021-22 and FY2022-23 amounts are are increased annually by 2.5%.
- 3/ District Administration is contracted through FY 2020-21, therefore there is no annual increase for FY 2021-22or FY 2022-23.
- 4/ Estimated YE Budget for 2019-20 is based on actual costs through February, projected through June 30, 2020.



CITY OF BENICIA
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT
ZONE 5 - COLUMBUS PARKWAY

Budget Item	Actual Budget 2017-18	Revised Budget 2018-19	Adopted	Estimated YE	Estimated Budget 2020-21	Projected Budget 2021-22	Projected Budget 2022-23
			Budget	Budget			
			2019-20				
EXPENDITURES							
Maintenance and Servicing							
Personnel Cost	\$ 14,953	\$ 15,589	\$ 11,550	\$ 11,175	\$ 11,781	\$ 12,017	\$ 12,257
Contract Services	\$ 2,382	\$ 2,887	\$ 3,050	\$ 465	\$ 3,111	\$ 3,173	\$ 3,237
Cost Allocation	\$ 3,536	\$ 3,678	\$ 3,700	\$ 2,775	\$ 3,774	\$ 3,849	\$ 3,926
Materials and Supplies	\$ 5,871	\$ 6,048	\$ 3,000	\$ 4,500	\$ 3,000	\$ 3,000	\$ 3,000
Subtotal	\$ 26,742	\$ 28,202	\$ 21,300	\$ 18,915	\$ 21,666	\$ 22,039	\$ 22,420
Utilities	\$ 437	\$ 459	\$ 780	\$ 554	\$ 800	\$ 819	\$ 840
Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Incidentals	\$ 515	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENDITURES	\$ 27,694	\$ 28,661	\$ 22,080	\$ 19,469	\$ 22,466	\$ 22,859	\$ 23,260
REVENUES							
Adjustments							
Use of Money and Property	\$ 947	\$ 847	\$ 735	\$ 687	\$ 687	\$ 634	\$ 576
Transfer From Fund Balance	\$ 10,947	\$ 12,014	\$ 5,545	\$ 2,982	\$ 5,978	\$ 6,424	\$ 6,884
Estimated General Fund Transfer	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Adjustments	\$ 11,894	\$ 12,861	\$ 6,280	\$ 3,669	\$ 6,666	\$ 7,059	\$ 7,460
Assessments Levied	\$ 15,800	\$ 15,800	\$ 15,800	\$ 15,800	\$ 15,800	\$ 15,800	\$ 15,800
TOTAL REVENUE	\$ 27,694	\$ 28,661	\$ 22,080	\$ 19,469	\$ 22,466	\$ 22,859	\$ 23,260
FUND BALANCE							
Estimated Balance 7/1	\$ 94,700	\$ 84,700	\$ 73,532	\$ 68,723	\$ 68,723	\$ 63,432	\$ 57,642
Estimated Use of Reserve Funds	\$ (10,947)	\$ (12,014)	\$ (5,545)	\$ (2,982)	\$ (5,978)	\$ (6,424)	\$ (6,884)
Estimated General Fund Transfer	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Estimated Interest Income	\$ 947	\$ 847	\$ 735	\$ 687	\$ 687	\$ 634	\$ 576
Projected Balance 6/30	\$ 84,700	\$ 73,532	\$ 68,723	\$ 66,428	\$ 63,432	\$ 57,642	\$ 51,334
ANNUAL LEVY SUMMARY							
Revenue from Commercial (52.4%)	\$ 8,279	\$ 8,279	\$ 8,279	\$ 8,279	\$ 8,279	\$ 8,279	\$ 8,279
Total Acreage Levied	13	13	13	13	13	13	13
Assessment per Acre	\$ 645.00	\$ 645.00	\$ 645.00	\$ 645.00	\$ 645.00	\$ 645.00	\$ 645.00
Assessment Needed to Fully Fund	\$ 644.30	\$ 644.30	\$ 644.30	\$ 644.30	\$ 644.30	\$ 644.30	\$ 644.30
Revenue from Residential (47.6%)	\$ 7,521	\$ 7,521	\$ 7,521	\$ 7,521	\$ 7,521	\$ 7,521	\$ 7,521
Total Units Assessed	188	188	188	188	188	188	188
Assessment per Benefit Unit	\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00
Assessment Needed to Fully Fund	\$ 70.12	\$ 72.57	\$ 55.90	\$ 49.29	\$ 56.88	\$ 57.88	\$ 58.89

Notes

- 1/ For Maintenance & Servicing items and Capital Outlay, estimated FY 2020-21 and projected FY 2021-22 and FY2022-22 amounts are increased annually by 2%.
- 2/ For Utilities, estimated FY 2020-21 and projected FY 2021-22 and FY2022-23 amounts are are increased annually by 2.5%.
- 3/ District Administration is contracted through FY 2020-21, therefore there is no annual increase for FY 2021-22or FY 2022-23.
- 4/ Estimated YE Budget for 2019-20 is based on actual costs through February, projected through June 30, 2020.



PART IV - METHOD OF APPORTIONMENT

Method of Apportionment

GENERAL

The 1972 Act permits the establishment of assessment districts by agencies for the purpose of providing certain public improvements which include the construction, maintenance and servicing of public lights, landscaping and appurtenant facilities. The 1972 Act further requires that the cost of these improvements be levied according to benefit rather than assessed value:

“The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements.”

The formula used for calculating assessments in the District therefore reflects the composition of the parcels, and the improvements and services provided, to fairly apportion the costs based on estimated benefit to each parcel. In addition, pursuant to Article XIID Section 4:

“No assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel. Only special benefits are assessable and an agency shall separate the general benefits from the special benefits conferred on a parcel.”

BENEFIT ANALYSIS

General Benefits — The improvements within each Zone were installed as a direct result of property development within the Zone and would otherwise not be required or necessary. Developers typically install landscape improvements to enhance the marketability and value of properties within the development and/or as conditions of development. In either case, the improvements are clearly installed for the benefit of the properties being developed and not for the benefit of surrounding properties.

Although many landscape improvements (by virtue of their location), may be visible to surrounding properties or to the public at large, any benefit to surrounding properties is incidental and cannot be considered a direct and special benefit to those properties. Therefore, it has been determined that the improvements within these Zones and the ongoing operation and maintenance of those improvements are clearly a direct and special benefit to properties within each respective Zone. Unless otherwise noted, these improvements provide no measurable general benefit to properties outside the Zone or to the public at large.

Special Benefits — The method of apportionment (assessment methodology) approved at the time the District was formed is based on the premise that each of the assessed parcels within the District receives benefit from the improvements maintained and financed by annual assessments. Specifically, the assessments are for the maintenance of local street lighting and landscape improvements installed as part of the original development. The desirability and security of properties within the District are enhanced by the presence of street lighting and well-maintained landscaping in close proximity to those properties. The special benefits associated with the local landscaping improvements are:



- Enhanced desirability of properties through association with the improvements.
- Improved aesthetic appeal of properties within the Zones providing a positive representation of the area.
- Enhanced adaptation of the urban environment within the natural environment from adequate green space and landscaping.
- Environmental enhancement through improved erosion resistance, and dust and debris control.
- Increased sense of pride in ownership of property within the District resulting from well-maintained improvements associated with the properties.
- Reduced criminal activity and property-related crimes (especially vandalism) against properties in the District through well-maintained surroundings and amenities including abatement of graffiti.
- Enhanced environmental quality of the parcels within the Zones by moderating temperatures, providing oxygenation and attenuating noise. The special benefits of street lighting are the convenience, safety, and security of property, improvements, and goods. Specifically:
 - Enhanced deterrence of crime and the aid to police protection.
 - Increased nighttime safety on roads and highways.
 - Improved ability of pedestrians and motorists to see.
 - Improved ingress and egress to property.
 - Reduced vandalism and other criminal acts and damage to improvements or property.
 - Improved traffic circulation and reduced nighttime accidents and personal property loss.
 - Increased promotion of business during nighttime hours in the case of commercial properties.

All of the preceding special benefits contribute to a specific enhancement and desirability of each of the assessed parcels within the District.

Non-Assessable Properties — Within the boundaries of Zones 1, 2, 4 and 5, there are several types of properties that are considered to receive no special benefit from the District improvements and are therefore not assessed. These parcels include:

- 1) Publicly owned parcels that are reserved as Public Open Space or are developed as City Parks for active recreation and are maintained and serviced by the District;
- 2) Publicly owned wetland parcels;
- 3) Certain Public Utility parcels;
- 4) Privately owned open space parcels; and
- 5) Privately owned "sliver" parcels that have resulted from a lot line adjustment with an adjacent larger parcel. The adjacent larger parcel, of which these "sliver" parcels are a part, are assessed at the Residential Zone rate.

ASSESSMENT METHODOLOGY

The special benefits received by each parcel within the Zone and each parcel's proportional annual assessment are calculated on the basis of a formula known as Equivalent Benefit Units. The **Equivalent Benefit Unit ("EBU")** method of apportionment establishes a proportional benefit relationship between the various parcels within the District and the improvements maintained by the District. The EBU assigned to each parcel utilizes a set formula and proportional weighting factors based on the land use and size of each parcel within the District as compared to other parcels within the District. The number of EBUs assigned to each parcel is calculated by multiplying an assigned benefit unit factor (based on land use) by the dwelling units for residential parcels and acreage for commercial parcels.



The benefit unit factors (proportional special benefit) to be applied to the various land use classifications are listed below.

Single Family Residence One (1.0) Benefit Unit per Unit
Commercial Use One (1.0) Benefit Unit per Acre

The annual cost of the Zone improvements to be levied (Balance to Levy) is divided by the total number of EBU's calculated for each Zone to establish the annual assessment rate (Levy per EBU) for the fiscal year. This formula is represented as follows:

$$\text{Balance to Levy} / \text{Total Number of EBU} = \text{Levy per EBU}$$

The levy amount for each parcel is then calculated by multiplying the Levy per EBU (assessment rate) by the parcel's individual EBU calculated. The formula is represented as follows:

$$\text{Levy per EBU} \times \text{Parcel EBU} = \text{Parcel Levy Amount}$$

Special Cases

Since the assessments must be levied in proportion to the special benefit received by a parcel, the City has identified the following parcels as receiving no special benefit from the improvements based upon their current land use.

Zone 1 – Residential

Assessor Parcel Number 0083-152-070 (District Assessment No. 214) is owned by AT&T and is used for telephone switching facilities. This parcel is considered to receive no special benefit and is not assessed.

Zone 2 – Fleetside Industrial Park

As of Fiscal Year 2009/10, Caltrans met their agreement with the City and is no longer required to pay assessments on parcels 80-292-040, 050, 060, 070, 080, 120 and 130.

Zone 5 – Columbus Parkway

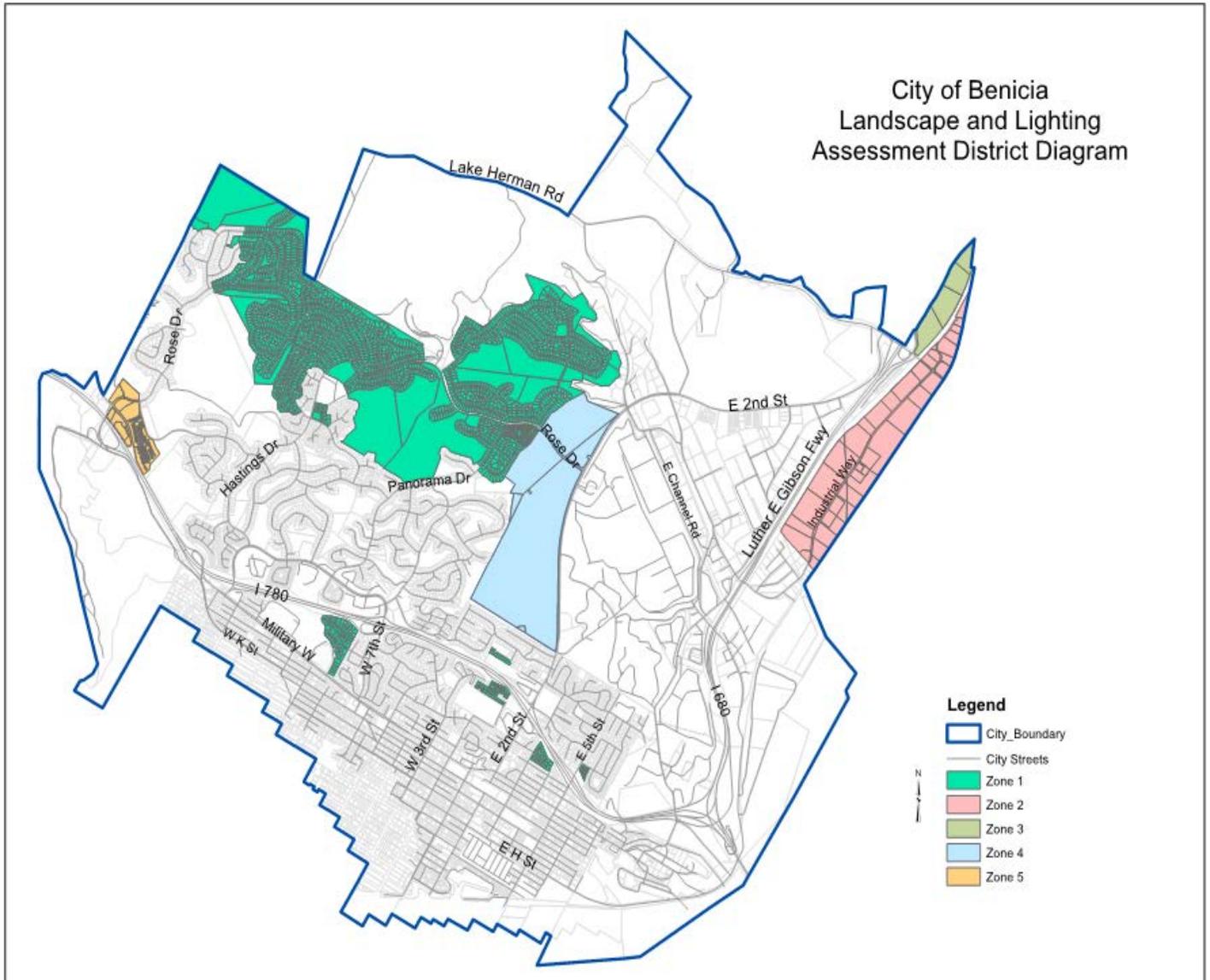
Since the residential units also pay annual costs for maintenance of privately owned open space and for on-site lighting, costs have been allocated at 47.6% for residential parcels and 52.4% for commercial parcels.

Assessor Parcel Number's 0079-020-590, 0079-020-600 and 0079-020-610 (District Assessment Nos. 1329A, 1329B and 1329C) totaling 3.67 acres are governed by Conditions, Covenants and Restrictions (CC&R's). Individual assessments were apportioned by allocating a portion of the total assessment for the total area of the three parcels.

APPENDIX A – DISTRICT DIAGRAM

District Diagram

The diagram below depicts an overview diagram of the District and the five zones.





APPENDIX B – ASSESSMENT ROLL

Assessment Roll

The proposed assessment and the amount of the assessment apportioned to each lot or parcel, as shown on the latest roll at the Assessor's Office, is shown on the following pages. The description of each lot or parcel is part of the records of the Assessor of the County of Solano and those records are, by reference, made part of this report. The assessments shown will be submitted to the County Auditor/Controller, and included on the property tax roll for each parcel shown in the assessment roll for Fiscal Year 2020-21.

APN	Zone	EBU	Acres	Assessment	APN	Zone	EBU	Acres	Assessment
0083-021-040	1	1.00	-	\$136.56	0083-042-340	1	1.00	-	\$136.56
0083-021-050	1	1.00	-	\$136.56	0083-042-350	1	1.00	-	\$136.56
0083-021-060	1	1.00	-	\$136.56	0083-042-360	1	1.00	-	\$136.56
0083-021-070	1	1.00	-	\$136.56	0083-042-370	1	1.00	-	\$136.56
0083-021-080	1	1.00	-	\$136.56	0083-042-380	1	1.00	-	\$136.56
0083-021-090	1	1.00	-	\$136.56	0083-051-010	1	1.00	-	\$136.56
0083-021-100	1	1.00	-	\$136.56	0083-051-020	1	1.00	-	\$136.56
0083-021-110	1	1.00	-	\$136.56	0083-051-030	1	1.00	-	\$136.56
0083-021-120	1	1.00	-	\$136.56	0083-051-040	1	1.00	-	\$136.56
0083-021-130	1	1.00	-	\$136.56	0083-051-050	1	1.00	-	\$136.56
0083-021-140	1	1.00	-	\$136.56	0083-051-060	1	1.00	-	\$136.56
0083-021-150	1	1.00	-	\$136.56	0083-051-070	1	1.00	-	\$136.56
0083-021-170	1	1.00	-	\$136.56	0083-051-080	1	1.00	-	\$136.56
0083-021-180	1	1.00	-	\$136.56	0083-051-090	1	1.00	-	\$136.56
0083-021-190	1	1.00	-	\$136.56	0083-051-100	1	1.00	-	\$136.56
0083-021-200	1	1.00	-	\$136.56	0083-051-110	1	1.00	-	\$136.56
0083-041-010	1	1.00	-	\$136.56	0083-051-120	1	1.00	-	\$136.56
0083-041-020	1	1.00	-	\$136.56	0083-051-130	1	1.00	-	\$136.56
0083-041-030	1	1.00	-	\$136.56	0083-051-140	1	1.00	-	\$136.56
0083-041-040	1	1.00	-	\$136.56	0083-051-150	1	1.00	-	\$136.56
0083-041-050	1	1.00	-	\$136.56	0083-051-160	1	1.00	-	\$136.56
0083-041-080	1	1.00	-	\$136.56	0083-051-170	1	1.00	-	\$136.56
0083-042-010	1	1.00	-	\$136.56	0083-051-180	1	1.00	-	\$136.56
0083-042-020	1	1.00	-	\$136.56	0083-051-190	1	1.00	-	\$136.56
0083-042-030	1	1.00	-	\$136.56	0083-051-200	1	1.00	-	\$136.56
0083-042-040	1	1.00	-	\$136.56	0083-051-210	1	1.00	-	\$136.56
0083-042-050	1	1.00	-	\$136.56	0083-051-220	1	1.00	-	\$136.56
0083-042-060	1	1.00	-	\$136.56	0083-051-230	1	1.00	-	\$136.56
0083-042-070	1	1.00	-	\$136.56	0083-052-010	1	1.00	-	\$136.56
0083-042-080	1	1.00	-	\$136.56	0083-052-040	1	1.00	-	\$136.56
0083-042-090	1	1.00	-	\$136.56	0083-052-050	1	1.00	-	\$136.56
0083-042-100	1	1.00	-	\$136.56	0083-052-060	1	1.00	-	\$136.56
0083-042-110	1	1.00	-	\$136.56	0083-052-070	1	1.00	-	\$136.56
0083-042-120	1	1.00	-	\$136.56	0083-052-080	1	1.00	-	\$136.56
0083-042-130	1	1.00	-	\$136.56	0083-052-090	1	1.00	-	\$136.56

Engineer's Report
Landscape and Lighting Assessment District
City of Benicia
Fiscal Year 2020-21



Harris & Associates

APN	Zone	EBU	Acres	Assessment	APN	Zone	EBU	Acres	Assessment
0083-042-140	1	1.00	-	\$136.56	0083-052-100	1	1.00	-	\$136.56
0083-042-150	1	1.00	-	\$136.56	0083-052-110	1	1.00	-	\$136.56
0083-042-160	1	1.00	-	\$136.56	0083-052-120	1	1.00	-	\$136.56
0083-042-170	1	1.00	-	\$136.56	0083-052-130	1	1.00	-	\$136.56
0083-042-180	1	1.00	-	\$136.56	0083-052-140	1	1.00	-	\$136.56
0083-042-190	1	1.00	-	\$136.56	0083-052-150	1	1.00	-	\$136.56
0083-042-200	1	1.00	-	\$136.56	0083-052-160	1	1.00	-	\$136.56
0083-042-210	1	1.00	-	\$136.56	0083-052-170	1	1.00	-	\$136.56
0083-042-220	1	1.00	-	\$136.56	0083-052-180	1	1.00	-	\$136.56
0083-042-230	1	1.00	-	\$136.56	0083-052-190	1	1.00	-	\$136.56
0083-042-240	1	1.00	-	\$136.56	0083-052-200	1	1.00	-	\$136.56
0083-042-250	1	1.00	-	\$136.56	0083-052-210	1	1.00	-	\$136.56
0083-042-260	1	1.00	-	\$136.56	0083-052-220	1	1.00	-	\$136.56
0083-042-270	1	1.00	-	\$136.56	0083-052-230	1	1.00	-	\$136.56
0083-042-280	1	1.00	-	\$136.56	0083-052-240	1	1.00	-	\$136.56
0083-042-290	1	1.00	-	\$136.56	0083-052-250	1	1.00	-	\$136.56
0083-042-300	1	1.00	-	\$136.56	0083-052-260	1	1.00	-	\$136.56
0083-042-310	1	1.00	-	\$136.56	0083-052-270	1	1.00	-	\$136.56
0083-042-320	1	1.00	-	\$136.56	0083-052-280	1	1.00	-	\$136.56
0083-042-330	1	1.00	-	\$136.56	0083-052-290	1	1.00	-	\$136.56
0083-052-300	1	1.00	-	\$136.56	0083-061-290	1	1.00	-	\$136.56
0083-052-310	1	1.00	-	\$136.56	0083-061-300	1	1.00	-	\$136.56
0083-052-320	1	1.00	-	\$136.56	0083-062-010	1	1.00	-	\$136.56
0083-052-330	1	1.00	-	\$136.56	0083-062-020	1	1.00	-	\$136.56
0083-052-340	1	1.00	-	\$136.56	0083-062-030	1	1.00	-	\$136.56
0083-052-350	1	1.00	-	\$136.56	0083-062-040	1	1.00	-	\$136.56
0083-053-010	1	1.00	-	\$136.56	0083-062-050	1	1.00	-	\$136.56
0083-053-020	1	1.00	-	\$136.56	0083-062-060	1	1.00	-	\$136.56
0083-053-030	1	1.00	-	\$136.56	0083-062-070	1	1.00	-	\$136.56
0083-053-040	1	1.00	-	\$136.56	0083-062-080	1	1.00	-	\$136.56
0083-053-050	1	1.00	-	\$136.56	0083-062-090	1	1.00	-	\$136.56
0083-053-060	1	1.00	-	\$136.56	0083-062-100	1	1.00	-	\$136.56
0083-053-070	1	1.00	-	\$136.56	0083-062-130	1	1.00	-	\$136.56
0083-054-030	1	1.00	-	\$136.56	0083-062-140	1	1.00	-	\$136.56
0083-054-040	1	1.00	-	\$136.56	0083-062-150	1	1.00	-	\$136.56
0083-054-050	1	1.00	-	\$136.56	0083-062-160	1	1.00	-	\$136.56
0083-054-090	1	1.00	-	\$136.56	0083-062-170	1	1.00	-	\$136.56
0083-054-100	1	1.00	-	\$136.56	0083-062-180	1	1.00	-	\$136.56
0083-054-110	1	1.00	-	\$136.56	0083-062-190	1	1.00	-	\$136.56
0083-054-130	1	1.00	-	\$136.56	0083-062-200	1	1.00	-	\$136.56
0083-055-010	1	1.00	-	\$136.56	0083-062-210	1	1.00	-	\$136.56
0083-055-020	1	1.00	-	\$136.56	0083-062-220	1	1.00	-	\$136.56
0083-055-030	1	1.00	-	\$136.56	0083-062-230	1	1.00	-	\$136.56
0083-055-040	1	1.00	-	\$136.56	0083-062-240	1	1.00	-	\$136.56
0083-055-050	1	1.00	-	\$136.56	0083-062-250	1	1.00	-	\$136.56
0083-055-060	1	1.00	-	\$136.56	0083-062-260	1	1.00	-	\$136.56
0083-055-070	1	1.00	-	\$136.56	0083-062-270	1	1.00	-	\$136.56
0083-055-080	1	1.00	-	\$136.56	0083-062-280	1	1.00	-	\$136.56

Engineer's Report
Landscape and Lighting Assessment District
City of Benicia
Fiscal Year 2020-21



Harris & Associates

APN	Zone	EBU	Acres	Assessment	APN	Zone	EBU	Acres	Assessment
0083-061-010	1	1.00	-	\$136.56	0083-062-290	1	1.00	-	\$136.56
0083-061-020	1	1.00	-	\$136.56	0083-062-300	1	1.00	-	\$136.56
0083-061-030	1	1.00	-	\$136.56	0083-062-310	1	1.00	-	\$136.56
0083-061-040	1	1.00	-	\$136.56	0083-062-320	1	1.00	-	\$136.56
0083-061-050	1	1.00	-	\$136.56	0083-062-330	1	1.00	-	\$136.56
0083-061-060	1	1.00	-	\$136.56	0083-062-340	1	1.00	-	\$136.56
0083-061-070	1	1.00	-	\$136.56	0083-062-350	1	1.00	-	\$136.56
0083-061-080	1	1.00	-	\$136.56	0083-062-360	1	1.00	-	\$136.56
0083-061-090	1	1.00	-	\$136.56	0083-063-050	1	1.00	-	\$136.56
0083-061-100	1	1.00	-	\$136.56	0083-063-070	1	1.00	-	\$136.56
0083-061-110	1	1.00	-	\$136.56	0083-063-110	1	1.00	-	\$136.56
0083-061-120	1	1.00	-	\$136.56	0083-063-120	1	1.00	-	\$136.56
0083-061-130	1	1.00	-	\$136.56	0083-063-130	1	1.00	-	\$136.56
0083-061-140	1	1.00	-	\$136.56	0083-063-140	1	1.00	-	\$136.56
0083-061-150	1	1.00	-	\$136.56	0083-063-150	1	1.00	-	\$136.56
0083-061-160	1	1.00	-	\$136.56	0083-063-160	1	1.00	-	\$136.56
0083-061-170	1	1.00	-	\$136.56	0083-071-010	1	1.00	-	\$136.56
0083-061-180	1	1.00	-	\$136.56	0083-071-020	1	1.00	-	\$136.56
0083-061-190	1	1.00	-	\$136.56	0083-071-030	1	1.00	-	\$136.56
0083-061-200	1	1.00	-	\$136.56	0083-071-040	1	1.00	-	\$136.56
0083-061-210	1	1.00	-	\$136.56	0083-071-050	1	1.00	-	\$136.56
0083-061-220	1	1.00	-	\$136.56	0083-071-060	1	1.00	-	\$136.56
0083-061-230	1	1.00	-	\$136.56	0083-071-070	1	1.00	-	\$136.56
0083-061-240	1	1.00	-	\$136.56	0083-071-080	1	1.00	-	\$136.56
0083-061-250	1	1.00	-	\$136.56	0083-071-090	1	1.00	-	\$136.56
0083-061-260	1	1.00	-	\$136.56	0083-071-100	1	1.00	-	\$136.56
0083-061-270	1	1.00	-	\$136.56	0083-071-110	1	1.00	-	\$136.56
0083-061-280	1	1.00	-	\$136.56	0083-071-120	1	1.00	-	\$136.56
0083-071-130	1	1.00	-	\$136.56	0083-081-020	1	1.00	-	\$136.56
0083-071-140	1	1.00	-	\$136.56	0083-081-030	1	1.00	-	\$136.56
0083-071-150	1	1.00	-	\$136.56	0083-081-040	1	1.00	-	\$136.56
0083-071-160	1	1.00	-	\$136.56	0083-081-050	1	1.00	-	\$136.56
0083-071-170	1	1.00	-	\$136.56	0083-082-010	1	1.00	-	\$136.56
0083-071-180	1	1.00	-	\$136.56	0083-082-020	1	1.00	-	\$136.56
0083-071-190	1	1.00	-	\$136.56	0083-082-030	1	1.00	-	\$136.56
0083-071-200	1	1.00	-	\$136.56	0083-083-030	1	1.00	-	\$136.56
0083-071-210	1	1.00	-	\$136.56	0083-083-040	1	1.00	-	\$136.56
0083-072-010	1	1.00	-	\$136.56	0083-083-050	1	1.00	-	\$136.56
0083-072-020	1	1.00	-	\$136.56	0083-083-060	1	1.00	-	\$136.56
0083-072-030	1	1.00	-	\$136.56	0083-083-070	1	1.00	-	\$136.56
0083-072-040	1	1.00	-	\$136.56	0083-083-080	1	1.00	-	\$136.56
0083-072-050	1	1.00	-	\$136.56	0083-083-090	1	1.00	-	\$136.56
0083-072-060	1	1.00	-	\$136.56	0083-083-100	1	1.00	-	\$136.56
0083-072-070	1	1.00	-	\$136.56	0083-083-190	1	1.00	-	\$136.56
0083-072-080	1	1.00	-	\$136.56	0083-083-200	1	1.00	-	\$136.56
0083-072-090	1	1.00	-	\$136.56	0083-084-010	1	1.00	-	\$136.56
0083-072-100	1	1.00	-	\$136.56	0083-091-010	1	1.00	-	\$136.56
APN	Zone	EBU	Acres	Assessment	APN	Zone	EBU	Acres	Assessment

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APN	Zone	EBU	Acres	Assessment	APN	Zone	EBU	Acres	Assessment
0083-072-110	1	1.00	-	\$136.56	0083-091-020	1	1.00	-	\$136.56
0083-072-120	1	1.00	-	\$136.56	0083-091-030	1	1.00	-	\$136.56
0083-072-130	1	1.00	-	\$136.56	0083-091-040	1	1.00	-	\$136.56
0083-072-140	1	1.00	-	\$136.56	0083-091-050	1	1.00	-	\$136.56
0083-072-150	1	1.00	-	\$136.56	0083-091-060	1	1.00	-	\$136.56
0083-073-010	1	1.00	-	\$136.56	0083-091-070	1	1.00	-	\$136.56
0083-073-020	1	1.00	-	\$136.56	0083-091-080	1	1.00	-	\$136.56
0083-073-030	1	1.00	-	\$136.56	0083-091-090	1	1.00	-	\$136.56
0083-073-040	1	1.00	-	\$136.56	0083-091-110	1	1.00	-	\$136.56
0083-073-050	1	1.00	-	\$136.56	0083-091-120	1	1.00	-	\$136.56
0083-073-060	1	1.00	-	\$136.56	0083-091-130	1	1.00	-	\$136.56
0083-073-070	1	1.00	-	\$136.56	0083-091-140	1	1.00	-	\$136.56
0083-073-080	1	1.00	-	\$136.56	0083-091-150	1	1.00	-	\$136.56
0083-073-090	1	1.00	-	\$136.56	0083-091-160	1	1.00	-	\$136.56
0083-073-100	1	1.00	-	\$136.56	0083-091-170	1	1.00	-	\$136.56
0083-073-110	1	1.00	-	\$136.56	0083-091-180	1	1.00	-	\$136.56
0083-073-120	1	1.00	-	\$136.56	0083-091-190	1	1.00	-	\$136.56
0083-073-130	1	1.00	-	\$136.56	0083-091-200	1	1.00	-	\$136.56
0083-073-140	1	1.00	-	\$136.56	0083-091-210	1	1.00	-	\$136.56
0083-073-150	1	1.00	-	\$136.56	0083-091-220	1	1.00	-	\$136.56
0083-073-160	1	1.00	-	\$136.56	0083-091-230	1	1.00	-	\$136.56
0083-073-170	1	1.00	-	\$136.56	0083-091-240	1	1.00	-	\$136.56
0083-073-180	1	1.00	-	\$136.56	0083-091-260	1	1.00	-	\$136.56
0083-073-190	1	1.00	-	\$136.56	0083-092-010	1	1.00	-	\$136.56
0083-073-200	1	1.00	-	\$136.56	0083-092-020	1	1.00	-	\$136.56
0083-073-210	1	1.00	-	\$136.56	0083-092-030	1	1.00	-	\$136.56
0083-073-220	1	1.00	-	\$136.56	0083-092-040	1	1.00	-	\$136.56
0083-073-230	1	1.00	-	\$136.56	0083-092-050	1	1.00	-	\$136.56
0083-073-240	1	1.00	-	\$136.56	0083-092-060	1	1.00	-	\$136.56
0083-073-250	1	1.00	-	\$136.56	0083-092-070	1	1.00	-	\$136.56
0083-073-260	1	1.00	-	\$136.56	0083-092-080	1	1.00	-	\$136.56
0083-074-050	1	1.00	-	\$136.56	0083-092-090	1	1.00	-	\$136.56
0083-074-060	1	1.00	-	\$136.56	0083-092-100	1	1.00	-	\$136.56
0083-074-070	1	1.00	-	\$136.56	0083-093-010	1	1.00	-	\$136.56
0083-074-080	1	1.00	-	\$136.56	0083-093-020	1	1.00	-	\$136.56
0083-074-090	1	1.00	-	\$136.56	0083-093-030	1	1.00	-	\$136.56
0083-081-010	1	1.00	-	\$136.56	0083-093-040	1	1.00	-	\$136.56
0083-093-050	1	1.00	-	\$136.56	0083-104-070	1	1.00	-	\$136.56
0083-093-060	1	1.00	-	\$136.56	0083-104-080	1	1.00	-	\$136.56
0083-093-070	1	1.00	-	\$136.56	0083-104-090	1	1.00	-	\$136.56
0083-093-080	1	1.00	-	\$136.56	0083-104-100	1	1.00	-	\$136.56
0083-093-090	1	1.00	-	\$136.56	0083-104-110	1	1.00	-	\$136.56
0083-093-100	1	1.00	-	\$136.56	0083-104-120	1	1.00	-	\$136.56
0083-093-110	1	1.00	-	\$136.56	0083-104-130	1	1.00	-	\$136.56
0083-093-120	1	1.00	-	\$136.56	0083-111-010	1	1.00	-	\$136.56
0083-093-130	1	1.00	-	\$136.56	0083-111-020	1	1.00	-	\$136.56
0083-093-140	1	1.00	-	\$136.56	0083-111-030	1	1.00	-	\$136.56
0083-093-150	1	1.00	-	\$136.56	0083-111-040	1	1.00	-	\$136.56

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0083-101-010	1	1.00	-	\$136.56	0083-111-050	1	1.00	-	\$136.56
0083-101-020	1	1.00	-	\$136.56	0083-111-060	1	1.00	-	\$136.56
0083-101-030	1	1.00	-	\$136.56	0083-112-010	1	1.00	-	\$136.56
0083-101-040	1	1.00	-	\$136.56	0083-112-020	1	1.00	-	\$136.56
0083-101-050	1	1.00	-	\$136.56	0083-112-030	1	1.00	-	\$136.56
0083-101-060	1	1.00	-	\$136.56	0083-112-040	1	1.00	-	\$136.56
0083-101-070	1	1.00	-	\$136.56	0083-112-050	1	1.00	-	\$136.56
0083-101-080	1	1.00	-	\$136.56	0083-112-060	1	1.00	-	\$136.56
0083-101-090	1	1.00	-	\$136.56	0083-112-070	1	1.00	-	\$136.56
0083-101-100	1	1.00	-	\$136.56	0083-112-080	1	1.00	-	\$136.56
0083-101-110	1	1.00	-	\$136.56	0083-112-090	1	1.00	-	\$136.56
0083-101-120	1	1.00	-	\$136.56	0083-112-100	1	1.00	-	\$136.56
0083-102-010	1	1.00	-	\$136.56	0083-112-110	1	1.00	-	\$136.56
0083-102-020	1	1.00	-	\$136.56	0083-112-120	1	1.00	-	\$136.56
0083-102-030	1	1.00	-	\$136.56	0083-113-010	1	1.00	-	\$136.56
0083-102-040	1	1.00	-	\$136.56	0083-113-020	1	1.00	-	\$136.56
0083-102-050	1	1.00	-	\$136.56	0083-113-030	1	1.00	-	\$136.56
0083-102-060	1	1.00	-	\$136.56	0083-113-040	1	1.00	-	\$136.56
0083-102-070	1	1.00	-	\$136.56	0083-113-050	1	1.00	-	\$136.56
0083-102-080	1	1.00	-	\$136.56	0083-113-060	1	1.00	-	\$136.56
0083-102-090	1	1.00	-	\$136.56	0083-113-070	1	1.00	-	\$136.56
0083-102-100	1	1.00	-	\$136.56	0083-113-080	1	1.00	-	\$136.56
0083-102-110	1	1.00	-	\$136.56	0083-113-090	1	1.00	-	\$136.56
0083-102-120	1	1.00	-	\$136.56	0083-113-100	1	1.00	-	\$136.56
0083-102-130	1	1.00	-	\$136.56	0083-113-110	1	1.00	-	\$136.56
0083-102-140	1	1.00	-	\$136.56	0083-113-120	1	1.00	-	\$136.56
0083-102-150	1	1.00	-	\$136.56	0083-113-130	1	1.00	-	\$136.56
0083-103-010	1	1.00	-	\$136.56	0083-113-140	1	1.00	-	\$136.56
0083-103-020	1	1.00	-	\$136.56	0083-113-150	1	1.00	-	\$136.56
0083-103-030	1	1.00	-	\$136.56	0083-113-160	1	1.00	-	\$136.56
0083-103-040	1	1.00	-	\$136.56	0083-121-020	1	1.00	-	\$136.56
0083-103-050	1	1.00	-	\$136.56	0083-121-030	1	1.00	-	\$136.56
0083-103-060	1	1.00	-	\$136.56	0083-121-040	1	1.00	-	\$136.56
0083-103-070	1	1.00	-	\$136.56	0083-121-050	1	1.00	-	\$136.56
0083-103-080	1	1.00	-	\$136.56	0083-121-060	1	1.00	-	\$136.56
0083-103-090	1	1.00	-	\$136.56	0083-121-070	1	1.00	-	\$136.56
0083-103-100	1	1.00	-	\$136.56	0083-121-080	1	1.00	-	\$136.56
0083-103-110	1	1.00	-	\$136.56	0083-121-090	1	1.00	-	\$136.56
0083-103-120	1	1.00	-	\$136.56	0083-121-100	1	1.00	-	\$136.56
0083-104-010	1	1.00	-	\$136.56	0083-121-110	1	1.00	-	\$136.56
0083-104-020	1	1.00	-	\$136.56	0083-122-010	1	1.00	-	\$136.56
0083-104-030	1	1.00	-	\$136.56	0083-122-020	1	1.00	-	\$136.56
0083-104-040	1	1.00	-	\$136.56	0083-122-030	1	1.00	-	\$136.56
0083-104-050	1	1.00	-	\$136.56	0083-122-040	1	1.00	-	\$136.56
0083-104-060	1	1.00	-	\$136.56	0083-122-050	1	1.00	-	\$136.56
0083-122-060	1	1.00	-	\$136.56	0083-143-100	1	1.00	-	\$136.56
0083-122-070	1	1.00	-	\$136.56	0083-143-110	1	1.00	-	\$136.56
0083-122-080	1	1.00	-	\$136.56	0083-143-120	1	1.00	-	\$136.56

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APN	Zone	EBU	Acres	Assessment	APN	Zone	EBU	Acres	Assessment
0083-122-090	1	1.00	-	\$136.56	0083-143-130	1	1.00	-	\$136.56
0083-122-100	1	1.00	-	\$136.56	0083-143-140	1	1.00	-	\$136.56
0083-131-010	1	1.00	-	\$136.56	0083-143-150	1	1.00	-	\$136.56
0083-131-020	1	1.00	-	\$136.56	0083-143-160	1	1.00	-	\$136.56
0083-131-030	1	1.00	-	\$136.56	0083-143-170	1	1.00	-	\$136.56
0083-131-040	1	1.00	-	\$136.56	0083-143-180	1	1.00	-	\$136.56
0083-131-050	1	1.00	-	\$136.56	0083-143-190	1	1.00	-	\$136.56
0083-131-060	1	1.00	-	\$136.56	0083-143-200	1	1.00	-	\$136.56
0083-131-070	1	1.00	-	\$136.56	0083-143-210	1	1.00	-	\$136.56
0083-131-080	1	1.00	-	\$136.56	0083-143-220	1	1.00	-	\$136.56
0083-131-090	1	1.00	-	\$136.56	0083-143-230	1	1.00	-	\$136.56
0083-132-010	1	1.00	-	\$136.56	0083-143-240	1	1.00	-	\$136.56
0083-132-020	1	1.00	-	\$136.56	0083-143-250	1	1.00	-	\$136.56
0083-132-030	1	1.00	-	\$136.56	0083-143-260	1	1.00	-	\$136.56
0083-132-040	1	1.00	-	\$136.56	0083-143-270	1	1.00	-	\$136.56
0083-132-050	1	1.00	-	\$136.56	0083-151-010	1	1.00	-	\$136.56
0083-132-060	1	1.00	-	\$136.56	0083-151-020	1	1.00	-	\$136.56
0083-132-070	1	1.00	-	\$136.56	0083-151-030	1	1.00	-	\$136.56
0083-141-010	1	1.00	-	\$136.56	0083-151-040	1	1.00	-	\$136.56
0083-141-020	1	1.00	-	\$136.56	0083-151-050	1	1.00	-	\$136.56
0083-141-030	1	1.00	-	\$136.56	0083-151-090	1	1.00	-	\$136.56
0083-141-040	1	1.00	-	\$136.56	0083-151-100	1	1.00	-	\$136.56
0083-141-050	1	1.00	-	\$136.56	0083-151-110	1	1.00	-	\$136.56
0083-141-060	1	1.00	-	\$136.56	0083-151-120	1	1.00	-	\$136.56
0083-141-070	1	1.00	-	\$136.56	0083-151-130	1	1.00	-	\$136.56
0083-141-080	1	1.00	-	\$136.56	0083-151-140	1	1.00	-	\$136.56
0083-141-090	1	1.00	-	\$136.56	0083-151-150	1	1.00	-	\$136.56
0083-141-100	1	1.00	-	\$136.56	0083-151-160	1	1.00	-	\$136.56
0083-142-010	1	1.00	-	\$136.56	0083-151-170	1	1.00	-	\$136.56
0083-142-020	1	1.00	-	\$136.56	0083-151-180	1	1.00	-	\$136.56
0083-142-030	1	1.00	-	\$136.56	0083-151-190	1	1.00	-	\$136.56
0083-142-040	1	1.00	-	\$136.56	0083-151-200	1	1.00	-	\$136.56
0083-142-050	1	1.00	-	\$136.56	0083-151-210	1	1.00	-	\$136.56
0083-142-060	1	1.00	-	\$136.56	0083-151-230	1	1.00	-	\$136.56
0083-142-070	1	1.00	-	\$136.56	0083-152-010	1	1.00	-	\$136.56
0083-142-080	1	1.00	-	\$136.56	0083-152-020	1	1.00	-	\$136.56
0083-142-090	1	1.00	-	\$136.56	0083-152-030	1	1.00	-	\$136.56
0083-142-100	1	1.00	-	\$136.56	0083-152-040	1	1.00	-	\$136.56
0083-142-110	1	1.00	-	\$136.56	0083-152-050	1	1.00	-	\$136.56
0083-142-120	1	1.00	-	\$136.56	0083-152-060	1	1.00	-	\$136.56
0083-142-130	1	1.00	-	\$136.56	0083-152-080	1	1.00	-	\$136.56
0083-142-140	1	1.00	-	\$136.56	0083-152-090	1	1.00	-	\$136.56
0083-142-150	1	1.00	-	\$136.56	0083-152-100	1	1.00	-	\$136.56
0083-142-160	1	1.00	-	\$136.56	0083-152-110	1	1.00	-	\$136.56
0083-143-010	1	1.00	-	\$136.56	0083-152-120	1	1.00	-	\$136.56
0083-143-020	1	1.00	-	\$136.56	0083-152-130	1	1.00	-	\$136.56
0083-143-030	1	1.00	-	\$136.56	0083-152-140	1	1.00	-	\$136.56
0083-143-040	1	1.00	-	\$136.56	0083-152-150	1	1.00	-	\$136.56

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0083-143-050	1	1.00	-	\$136.56	0083-153-010	1	1.00	-	\$136.56
0083-143-060	1	1.00	-	\$136.56	0083-153-020	1	1.00	-	\$136.56
0083-143-070	1	1.00	-	\$136.56	0083-153-030	1	1.00	-	\$136.56
0083-143-080	1	1.00	-	\$136.56	0083-153-040	1	1.00	-	\$136.56
0083-143-090	1	1.00	-	\$136.56	0083-153-050	1	1.00	-	\$136.56
0083-153-060	1	1.00	-	\$136.56	0083-242-030	1	1.00	-	\$136.56
0083-153-070	1	1.00	-	\$136.56	0083-242-040	1	1.00	-	\$136.56
0083-153-080	1	1.00	-	\$136.56	0083-242-050	1	1.00	-	\$136.56
0083-153-090	1	1.00	-	\$136.56	0083-242-060	1	1.00	-	\$136.56
0083-153-100	1	1.00	-	\$136.56	0083-242-070	1	1.00	-	\$136.56
0083-153-110	1	1.00	-	\$136.56	0083-242-080	1	1.00	-	\$136.56
0083-153-120	1	1.00	-	\$136.56	0083-242-090	1	1.00	-	\$136.56
0083-153-130	1	1.00	-	\$136.56	0083-242-100	1	1.00	-	\$136.56
0083-153-140	1	1.00	-	\$136.56	0083-242-110	1	1.00	-	\$136.56
0083-153-150	1	1.00	-	\$136.56	0083-242-120	1	1.00	-	\$136.56
0083-153-160	1	1.00	-	\$136.56	0083-242-130	1	1.00	-	\$136.56
0083-153-170	1	1.00	-	\$136.56	0083-242-140	1	1.00	-	\$136.56
0083-231-010	1	1.00	-	\$136.56	0083-242-150	1	1.00	-	\$136.56
0083-231-020	1	1.00	-	\$136.56	0083-242-160	1	1.00	-	\$136.56
0083-231-030	1	1.00	-	\$136.56	0083-242-170	1	1.00	-	\$136.56
0083-231-040	1	1.00	-	\$136.56	0083-242-180	1	1.00	-	\$136.56
0083-231-050	1	1.00	-	\$136.56	0083-242-190	1	1.00	-	\$136.56
0083-231-070	1	1.00	-	\$136.56	0083-242-200	1	1.00	-	\$136.56
0083-231-080	1	1.00	-	\$136.56	0083-242-210	1	1.00	-	\$136.56
0083-231-090	1	1.00	-	\$136.56	0083-242-220	1	1.00	-	\$136.56
0083-231-100	1	1.00	-	\$136.56	0083-242-230	1	1.00	-	\$136.56
0083-231-110	1	1.00	-	\$136.56	0083-242-240	1	1.00	-	\$136.56
0083-231-120	1	1.00	-	\$136.56	0083-242-250	1	1.00	-	\$136.56
0083-231-130	1	1.00	-	\$136.56	0083-242-260	1	1.00	-	\$136.56
0083-231-140	1	1.00	-	\$136.56	0083-242-270	1	1.00	-	\$136.56
0083-232-010	1	1.00	-	\$136.56	0083-242-280	1	1.00	-	\$136.56
0083-232-020	1	1.00	-	\$136.56	0083-242-290	1	1.00	-	\$136.56
0083-232-030	1	1.00	-	\$136.56	0083-242-300	1	1.00	-	\$136.56
0083-232-040	1	1.00	-	\$136.56	0083-242-310	1	1.00	-	\$136.56
0083-232-050	1	1.00	-	\$136.56	0083-242-320	1	1.00	-	\$136.56
0083-232-060	1	1.00	-	\$136.56	0083-242-330	1	1.00	-	\$136.56
0083-232-070	1	1.00	-	\$136.56	0083-242-340	1	1.00	-	\$136.56
0083-232-080	1	1.00	-	\$136.56	0083-242-350	1	1.00	-	\$136.56
0083-232-090	1	1.00	-	\$136.56	0083-242-360	1	1.00	-	\$136.56
0083-232-100	1	1.00	-	\$136.56	0083-242-370	1	1.00	-	\$136.56
0083-232-110	1	1.00	-	\$136.56	0083-251-010	1	1.00	-	\$136.56
0083-232-120	1	1.00	-	\$136.56	0083-251-020	1	1.00	-	\$136.56
0083-232-130	1	1.00	-	\$136.56	0083-251-030	1	1.00	-	\$136.56
0083-232-140	1	1.00	-	\$136.56	0083-252-010	1	1.00	-	\$136.56
0083-232-150	1	1.00	-	\$136.56	0083-252-020	1	1.00	-	\$136.56
0083-232-160	1	1.00	-	\$136.56	0083-252-030	1	1.00	-	\$136.56
0083-232-170	1	1.00	-	\$136.56	0083-252-040	1	1.00	-	\$136.56
0083-232-180	1	1.00	-	\$136.56	0083-252-050	1	1.00	-	\$136.56

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APN	Zone	EBU	Acres	Assessment	APN	Zone	EBU	Acres	Assessment
0083-241-010	1	1.00	-	\$136.56	0083-252-060	1	1.00	-	\$136.56
0083-241-020	1	1.00	-	\$136.56	0083-252-070	1	1.00	-	\$136.56
0083-241-030	1	1.00	-	\$136.56	0083-252-080	1	1.00	-	\$136.56
0083-241-040	1	1.00	-	\$136.56	0083-252-090	1	1.00	-	\$136.56
0083-241-050	1	1.00	-	\$136.56	0083-252-100	1	1.00	-	\$136.56
0083-241-060	1	1.00	-	\$136.56	0083-252-110	1	1.00	-	\$136.56
0083-241-070	1	1.00	-	\$136.56	0083-252-120	1	1.00	-	\$136.56
0083-241-080	1	1.00	-	\$136.56	0083-253-010	1	1.00	-	\$136.56
0083-241-090	1	1.00	-	\$136.56	0083-253-020	1	1.00	-	\$136.56
0083-241-100	1	1.00	-	\$136.56	0083-253-030	1	1.00	-	\$136.56
0083-241-110	1	1.00	-	\$136.56	0083-253-040	1	1.00	-	\$136.56
0083-242-010	1	1.00	-	\$136.56	0083-253-050	1	1.00	-	\$136.56
0083-242-020	1	1.00	-	\$136.56	0083-253-060	1	1.00	-	\$136.56
0083-253-070	1	1.00	-	\$136.56	0083-261-060	1	1.00	-	\$136.56
0083-253-080	1	1.00	-	\$136.56	0083-261-070	1	1.00	-	\$136.56
0083-253-090	1	1.00	-	\$136.56	0083-261-080	1	1.00	-	\$136.56
0083-253-100	1	1.00	-	\$136.56	0083-261-090	1	1.00	-	\$136.56
0083-253-110	1	1.00	-	\$136.56	0083-261-100	1	1.00	-	\$136.56
0083-253-120	1	1.00	-	\$136.56	0083-261-110	1	1.00	-	\$136.56
0083-253-130	1	1.00	-	\$136.56	0083-261-120	1	1.00	-	\$136.56
0083-253-140	1	1.00	-	\$136.56	0083-261-130	1	1.00	-	\$136.56
0083-253-150	1	1.00	-	\$136.56	0083-261-140	1	1.00	-	\$136.56
0083-253-160	1	1.00	-	\$136.56	0083-261-150	1	1.00	-	\$136.56
0083-253-170	1	1.00	-	\$136.56	0083-261-230	1	1.00	-	\$136.56
0083-253-180	1	1.00	-	\$136.56	0083-261-240	1	1.00	-	\$136.56
0083-253-190	1	1.00	-	\$136.56	0083-261-250	1	1.00	-	\$136.56
0083-253-200	1	1.00	-	\$136.56	0083-261-260	1	1.00	-	\$136.56
0083-253-210	1	1.00	-	\$136.56	0083-261-270	1	1.00	-	\$136.56
0083-253-220	1	1.00	-	\$136.56	0083-261-290	1	1.00	-	\$136.56
0083-253-230	1	1.00	-	\$136.56	0083-261-300	1	1.00	-	\$136.56
0083-253-240	1	1.00	-	\$136.56	0083-261-310	1	1.00	-	\$136.56
0083-253-250	1	1.00	-	\$136.56	0083-261-320	1	1.00	-	\$136.56
0083-253-260	1	1.00	-	\$136.56	0083-261-330	1	1.00	-	\$136.56
0083-253-270	1	1.00	-	\$136.56	0083-261-340	1	1.00	-	\$136.56
0083-253-280	1	1.00	-	\$136.56	0083-271-010	1	1.00	-	\$136.56
0083-253-290	1	1.00	-	\$136.56	0083-271-020	1	1.00	-	\$136.56
0083-253-300	1	1.00	-	\$136.56	0083-271-030	1	1.00	-	\$136.56
0083-253-310	1	1.00	-	\$136.56	0083-271-040	1	1.00	-	\$136.56
0083-253-320	1	1.00	-	\$136.56	0083-271-050	1	1.00	-	\$136.56
0083-253-330	1	1.00	-	\$136.56	0083-271-060	1	1.00	-	\$136.56
0083-253-340	1	1.00	-	\$136.56	0083-271-070	1	1.00	-	\$136.56
0083-253-350	1	1.00	-	\$136.56	0083-271-080	1	1.00	-	\$136.56
0083-253-360	1	1.00	-	\$136.56	0083-271-090	1	1.00	-	\$136.56
0083-253-370	1	1.00	-	\$136.56	0083-271-100	1	1.00	-	\$136.56
0083-253-380	1	1.00	-	\$136.56	0083-272-010	1	1.00	-	\$136.56
0083-253-390	1	1.00	-	\$136.56	0083-272-020	1	1.00	-	\$136.56
0083-253-400	1	1.00	-	\$136.56	0083-272-030	1	1.00	-	\$136.56
0083-253-410	1	1.00	-	\$136.56	0083-272-040	1	1.00	-	\$136.56

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APN	Zone	EBU	Acres	Assessment	APN	Zone	EBU	Acres	Assessment
0083-253-420	1	1.00	-	\$136.56	0083-272-050	1	1.00	-	\$136.56
0083-253-430	1	1.00	-	\$136.56	0083-272-060	1	1.00	-	\$136.56
0083-254-010	1	1.00	-	\$136.56	0083-272-070	1	1.00	-	\$136.56
0083-254-020	1	1.00	-	\$136.56	0083-272-080	1	1.00	-	\$136.56
0083-254-030	1	1.00	-	\$136.56	0083-272-090	1	1.00	-	\$136.56
0083-254-040	1	1.00	-	\$136.56	0083-272-100	1	1.00	-	\$136.56
0083-254-050	1	1.00	-	\$136.56	0083-272-110	1	1.00	-	\$136.56
0083-254-060	1	1.00	-	\$136.56	0083-272-120	1	1.00	-	\$136.56
0083-254-070	1	1.00	-	\$136.56	0083-272-130	1	1.00	-	\$136.56
0083-254-080	1	1.00	-	\$136.56	0083-272-140	1	1.00	-	\$136.56
0083-254-090	1	1.00	-	\$136.56	0083-272-150	1	1.00	-	\$136.56
0083-254-100	1	1.00	-	\$136.56	0083-272-160	1	1.00	-	\$136.56
0083-254-110	1	1.00	-	\$136.56	0083-272-170	1	1.00	-	\$136.56
0083-254-120	1	1.00	-	\$136.56	0083-272-180	1	1.00	-	\$136.56
0083-254-130	1	1.00	-	\$136.56	0083-272-190	1	1.00	-	\$136.56
0083-254-140	1	1.00	-	\$136.56	0083-272-200	1	1.00	-	\$136.56
0083-261-010	1	1.00	-	\$136.56	0083-272-210	1	1.00	-	\$136.56
0083-261-020	1	1.00	-	\$136.56	0083-272-220	1	1.00	-	\$136.56
0083-261-030	1	1.00	-	\$136.56	0083-272-230	1	1.00	-	\$136.56
0083-261-040	1	1.00	-	\$136.56	0083-272-240	1	1.00	-	\$136.56
0083-261-050	1	1.00	-	\$136.56	0083-272-250	1	1.00	-	\$136.56
0083-272-260	1	1.00	-	\$136.56	0083-282-200	1	1.00	-	\$136.56
0083-272-270	1	1.00	-	\$136.56	0083-282-210	1	1.00	-	\$136.56
0083-272-280	1	1.00	-	\$136.56	0083-282-220	1	1.00	-	\$136.56
0083-272-290	1	1.00	-	\$136.56	0083-282-230	1	1.00	-	\$136.56
0083-272-300	1	1.00	-	\$136.56	0083-282-240	1	1.00	-	\$136.56
0083-272-310	1	1.00	-	\$136.56	0083-282-250	1	1.00	-	\$136.56
0083-272-320	1	1.00	-	\$136.56	0083-282-260	1	1.00	-	\$136.56
0083-272-330	1	1.00	-	\$136.56	0083-282-270	1	1.00	-	\$136.56
0083-272-340	1	1.00	-	\$136.56	0083-282-280	1	1.00	-	\$136.56
0083-272-350	1	1.00	-	\$136.56	0083-282-290	1	1.00	-	\$136.56
0083-272-360	1	1.00	-	\$136.56	0083-282-300	1	1.00	-	\$136.56
0083-272-370	1	1.00	-	\$136.56	0083-282-310	1	1.00	-	\$136.56
0083-272-380	1	1.00	-	\$136.56	0083-282-320	1	1.00	-	\$136.56
0083-272-390	1	1.00	-	\$136.56	0083-282-330	1	1.00	-	\$136.56
0083-272-400	1	1.00	-	\$136.56	0083-282-340	1	1.00	-	\$136.56
0083-272-410	1	1.00	-	\$136.56	0083-282-350	1	1.00	-	\$136.56
0083-272-420	1	1.00	-	\$136.56	0083-282-360	1	1.00	-	\$136.56
0083-272-430	1	1.00	-	\$136.56	0083-283-010	1	1.00	-	\$136.56
0083-281-010	1	1.00	-	\$136.56	0083-283-020	1	1.00	-	\$136.56
0083-281-020	1	1.00	-	\$136.56	0083-283-030	1	1.00	-	\$136.56
0083-281-030	1	1.00	-	\$136.56	0083-283-040	1	1.00	-	\$136.56
0083-281-040	1	1.00	-	\$136.56	0083-283-050	1	1.00	-	\$136.56
0083-281-050	1	1.00	-	\$136.56	0083-291-010	1	1.00	-	\$136.56
0083-281-060	1	1.00	-	\$136.56	0083-291-020	1	1.00	-	\$136.56
0083-281-070	1	1.00	-	\$136.56	0083-291-030	1	1.00	-	\$136.56
0083-281-080	1	1.00	-	\$136.56	0083-291-040	1	1.00	-	\$136.56
0083-281-090	1	1.00	-	\$136.56	0083-291-050	1	1.00	-	\$136.56

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APN	Zone	EBU	Acres	Assessment	APN	Zone	EBU	Acres	Assessment
0083-281-100	1	1.00	-	\$136.56	0083-291-060	1	1.00	-	\$136.56
0083-281-110	1	1.00	-	\$136.56	0083-291-070	1	1.00	-	\$136.56
0083-281-120	1	1.00	-	\$136.56	0083-291-080	1	1.00	-	\$136.56
0083-281-130	1	1.00	-	\$136.56	0083-291-090	1	1.00	-	\$136.56
0083-281-140	1	1.00	-	\$136.56	0083-291-100	1	1.00	-	\$136.56
0083-281-150	1	1.00	-	\$136.56	0083-291-110	1	1.00	-	\$136.56
0083-281-160	1	1.00	-	\$136.56	0083-291-120	1	1.00	-	\$136.56
0083-281-170	1	1.00	-	\$136.56	0083-291-130	1	1.00	-	\$136.56
0083-281-180	1	1.00	-	\$136.56	0083-292-010	1	1.00	-	\$136.56
0083-281-190	1	1.00	-	\$136.56	0083-292-020	1	1.00	-	\$136.56
0083-282-010	1	1.00	-	\$136.56	0083-292-030	1	1.00	-	\$136.56
0083-282-020	1	1.00	-	\$136.56	0083-292-040	1	1.00	-	\$136.56
0083-282-030	1	1.00	-	\$136.56	0083-292-050	1	1.00	-	\$136.56
0083-282-040	1	1.00	-	\$136.56	0083-292-060	1	1.00	-	\$136.56
0083-282-050	1	1.00	-	\$136.56	0083-292-070	1	1.00	-	\$136.56
0083-282-060	1	1.00	-	\$136.56	0083-292-080	1	1.00	-	\$136.56
0083-282-070	1	1.00	-	\$136.56	0083-292-090	1	1.00	-	\$136.56
0083-282-080	1	1.00	-	\$136.56	0083-292-100	1	1.00	-	\$136.56
0083-282-090	1	1.00	-	\$136.56	0083-292-110	1	1.00	-	\$136.56
0083-282-100	1	1.00	-	\$136.56	0083-292-120	1	1.00	-	\$136.56
0083-282-110	1	1.00	-	\$136.56	0083-292-130	1	1.00	-	\$136.56
0083-282-120	1	1.00	-	\$136.56	0083-292-140	1	1.00	-	\$136.56
0083-282-130	1	1.00	-	\$136.56	0083-292-150	1	1.00	-	\$136.56
0083-282-140	1	1.00	-	\$136.56	0083-292-160	1	1.00	-	\$136.56
0083-282-150	1	1.00	-	\$136.56	0083-292-170	1	1.00	-	\$136.56
0083-282-160	1	1.00	-	\$136.56	0083-292-180	1	1.00	-	\$136.56
0083-282-170	1	1.00	-	\$136.56	0083-292-190	1	1.00	-	\$136.56
0083-282-180	1	1.00	-	\$136.56	0083-292-200	1	1.00	-	\$136.56
0083-282-190	1	1.00	-	\$136.56	0083-292-210	1	1.00	-	\$136.56
0083-292-220	1	1.00	-	\$136.56	0083-305-050	1	1.00	-	\$136.56
0083-292-230	1	1.00	-	\$136.56	0083-305-060	1	1.00	-	\$136.56
0083-292-240	1	1.00	-	\$136.56	0083-305-070	1	1.00	-	\$136.56
0083-293-010	1	1.00	-	\$136.56	0083-305-080	1	1.00	-	\$136.56
0083-293-020	1	1.00	-	\$136.56	0083-305-090	1	1.00	-	\$136.56
0083-293-030	1	1.00	-	\$136.56	0083-305-100	1	1.00	-	\$136.56
0083-293-040	1	1.00	-	\$136.56	0083-305-110	1	1.00	-	\$136.56
0083-293-050	1	1.00	-	\$136.56	0083-305-120	1	1.00	-	\$136.56
0083-293-060	1	1.00	-	\$136.56	0083-305-130	1	1.00	-	\$136.56
0083-293-070	1	1.00	-	\$136.56	0083-305-140	1	1.00	-	\$136.56
0083-293-080	1	1.00	-	\$136.56	0083-305-150	1	1.00	-	\$136.56
0083-293-090	1	1.00	-	\$136.56	0083-305-160	1	1.00	-	\$136.56
0083-293-100	1	1.00	-	\$136.56	0083-305-170	1	1.00	-	\$136.56
0083-293-110	1	1.00	-	\$136.56	0083-306-010	1	1.00	-	\$136.56
0083-293-120	1	1.00	-	\$136.56	0083-306-020	1	1.00	-	\$136.56
0083-293-130	1	1.00	-	\$136.56	0083-306-030	1	1.00	-	\$136.56
0083-293-140	1	1.00	-	\$136.56	0083-306-040	1	1.00	-	\$136.56
0083-293-150	1	1.00	-	\$136.56	0083-306-050	1	1.00	-	\$136.56
0083-293-160	1	1.00	-	\$136.56	0083-306-060	1	1.00	-	\$136.56

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APN	Zone	EBU	Acres	Assessment	APN	Zone	EBU	Acres	Assessment
0083-293-170	1	1.00	-	\$136.56	0083-306-070	1	1.00	-	\$136.56
0083-294-010	1	1.00	-	\$136.56	0083-306-080	1	1.00	-	\$136.56
0083-294-020	1	1.00	-	\$136.56	0083-306-090	1	1.00	-	\$136.56
0083-294-030	1	1.00	-	\$136.56	0083-306-100	1	1.00	-	\$136.56
0083-294-040	1	1.00	-	\$136.56	0083-306-110	1	1.00	-	\$136.56
0083-294-050	1	1.00	-	\$136.56	0083-306-120	1	1.00	-	\$136.56
0083-294-060	1	1.00	-	\$136.56	0083-306-130	1	1.00	-	\$136.56
0083-294-070	1	1.00	-	\$136.56	0083-306-140	1	1.00	-	\$136.56
0083-294-080	1	1.00	-	\$136.56	0083-306-150	1	1.00	-	\$136.56
0083-294-090	1	1.00	-	\$136.56	0083-306-160	1	1.00	-	\$136.56
0083-294-100	1	1.00	-	\$136.56	0083-306-170	1	1.00	-	\$136.56
0083-294-110	1	1.00	-	\$136.56	0083-306-180	1	1.00	-	\$136.56
0083-294-120	1	1.00	-	\$136.56	0083-306-190	1	1.00	-	\$136.56
0083-294-130	1	1.00	-	\$136.56	0083-306-200	1	1.00	-	\$136.56
0083-294-140	1	1.00	-	\$136.56	0083-306-210	1	1.00	-	\$136.56
0083-294-150	1	1.00	-	\$136.56	0083-306-220	1	1.00	-	\$136.56
0083-294-160	1	1.00	-	\$136.56	0083-306-230	1	1.00	-	\$136.56
0083-294-170	1	1.00	-	\$136.56	0083-306-240	1	1.00	-	\$136.56
0083-294-180	1	1.00	-	\$136.56	0083-306-250	1	1.00	-	\$136.56
0083-294-190	1	1.00	-	\$136.56	0083-306-260	1	1.00	-	\$136.56
0083-294-200	1	1.00	-	\$136.56	0083-306-270	1	1.00	-	\$136.56
0083-294-210	1	1.00	-	\$136.56	0083-306-280	1	1.00	-	\$136.56
0083-294-220	1	1.00	-	\$136.56	0083-306-290	1	1.00	-	\$136.56
0083-301-010	1	1.00	-	\$136.56	0083-306-300	1	1.00	-	\$136.56
0083-301-020	1	1.00	-	\$136.56	0083-306-310	1	1.00	-	\$136.56
0083-301-030	1	1.00	-	\$136.56	0083-306-320	1	1.00	-	\$136.56
0083-301-040	1	1.00	-	\$136.56	0083-306-330	1	1.00	-	\$136.56
0083-302-010	1	1.00	-	\$136.56	0083-306-340	1	1.00	-	\$136.56
0083-303-010	1	1.00	-	\$136.56	0083-306-350	1	1.00	-	\$136.56
0083-303-020	1	1.00	-	\$136.56	0083-306-360	1	1.00	-	\$136.56
0083-303-030	1	1.00	-	\$136.56	0083-307-010	1	1.00	-	\$136.56
0083-303-040	1	1.00	-	\$136.56	0083-307-020	1	1.00	-	\$136.56
0083-304-010	1	1.00	-	\$136.56	0083-307-030	1	1.00	-	\$136.56
0083-304-020	1	1.00	-	\$136.56	0083-307-040	1	1.00	-	\$136.56
0083-305-020	1	1.00	-	\$136.56	0083-307-050	1	1.00	-	\$136.56
0083-305-030	1	1.00	-	\$136.56	0083-307-060	1	1.00	-	\$136.56
0083-305-040	1	1.00	-	\$136.56	0083-307-070	1	1.00	-	\$136.56
0083-307-080	1	1.00	-	\$136.56	0083-322-190	1	1.00	-	\$136.56
0083-307-090	1	1.00	-	\$136.56	0083-322-200	1	1.00	-	\$136.56
0083-307-100	1	1.00	-	\$136.56	0083-322-210	1	1.00	-	\$136.56
0083-307-110	1	1.00	-	\$136.56	0083-322-220	1	1.00	-	\$136.56
0083-307-120	1	1.00	-	\$136.56	0083-322-230	1	1.00	-	\$136.56
0083-311-010	1	1.00	-	\$136.56	0083-322-240	1	1.00	-	\$136.56
0083-311-020	1	1.00	-	\$136.56	0083-322-250	1	1.00	-	\$136.56
0083-311-030	1	1.00	-	\$136.56	0083-322-260	1	1.00	-	\$136.56
0083-311-040	1	1.00	-	\$136.56	0083-322-270	1	1.00	-	\$136.56
0083-311-050	1	1.00	-	\$136.56	0083-322-280	1	1.00	-	\$136.56
0083-312-010	1	1.00	-	\$136.56	0083-322-290	1	1.00	-	\$136.56

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APN	Zone	EBU	Acres	Assessment	APN	Zone	EBU	Acres	Assessment
0083-312-020	1	1.00	-	\$136.56	0083-322-300	1	1.00	-	\$136.56
0083-312-030	1	1.00	-	\$136.56	0083-322-310	1	1.00	-	\$136.56
0083-312-040	1	1.00	-	\$136.56	0083-322-320	1	1.00	-	\$136.56
0083-312-050	1	1.00	-	\$136.56	0083-322-330	1	1.00	-	\$136.56
0083-313-030	1	1.00	-	\$136.56	0083-322-340	1	1.00	-	\$136.56
0083-313-040	1	1.00	-	\$136.56	0083-322-350	1	1.00	-	\$136.56
0083-313-050	1	1.00	-	\$136.56	0083-322-360	1	1.00	-	\$136.56
0083-313-060	1	1.00	-	\$136.56	0083-322-370	1	1.00	-	\$136.56
0083-313-070	1	1.00	-	\$136.56	0083-331-020	1	1.00	-	\$136.56
0083-313-080	1	1.00	-	\$136.56	0083-331-030	1	1.00	-	\$136.56
0083-313-090	1	1.00	-	\$136.56	0083-331-040	1	1.00	-	\$136.56
0083-313-110	1	1.00	-	\$136.56	0083-331-050	1	1.00	-	\$136.56
0083-313-120	1	1.00	-	\$136.56	0083-331-060	1	1.00	-	\$136.56
0083-313-130	1	1.00	-	\$136.56	0083-331-070	1	1.00	-	\$136.56
0083-313-140	1	1.00	-	\$136.56	0083-331-080	1	1.00	-	\$136.56
0083-313-150	1	1.00	-	\$136.56	0083-331-090	1	1.00	-	\$136.56
0083-313-160	1	1.00	-	\$136.56	0083-331-100	1	1.00	-	\$136.56
0083-313-170	1	1.00	-	\$136.56	0083-331-110	1	1.00	-	\$136.56
0083-313-180	1	1.00	-	\$136.56	0083-331-120	1	1.00	-	\$136.56
0083-321-010	1	1.00	-	\$136.56	0083-331-130	1	1.00	-	\$136.56
0083-321-020	1	1.00	-	\$136.56	0083-331-140	1	1.00	-	\$136.56
0083-321-030	1	1.00	-	\$136.56	0083-331-150	1	1.00	-	\$136.56
0083-321-040	1	1.00	-	\$136.56	0083-331-160	1	1.00	-	\$136.56
0083-321-050	1	1.00	-	\$136.56	0083-331-170	1	1.00	-	\$136.56
0083-321-060	1	1.00	-	\$136.56	0083-331-180	1	1.00	-	\$136.56
0083-321-070	1	1.00	-	\$136.56	0083-331-190	1	1.00	-	\$136.56
0083-321-080	1	1.00	-	\$136.56	0083-332-010	1	1.00	-	\$136.56
0083-322-010	1	1.00	-	\$136.56	0083-332-020	1	1.00	-	\$136.56
0083-322-020	1	1.00	-	\$136.56	0083-332-030	1	1.00	-	\$136.56
0083-322-030	1	1.00	-	\$136.56	0083-332-040	1	1.00	-	\$136.56
0083-322-040	1	1.00	-	\$136.56	0083-332-050	1	1.00	-	\$136.56
0083-322-050	1	1.00	-	\$136.56	0083-332-060	1	1.00	-	\$136.56
0083-322-060	1	1.00	-	\$136.56	0083-332-070	1	1.00	-	\$136.56
0083-322-070	1	1.00	-	\$136.56	0083-332-080	1	1.00	-	\$136.56
0083-322-080	1	1.00	-	\$136.56	0083-332-090	1	1.00	-	\$136.56
0083-322-090	1	1.00	-	\$136.56	0083-332-100	1	1.00	-	\$136.56
0083-322-100	1	1.00	-	\$136.56	0083-332-110	1	1.00	-	\$136.56
0083-322-110	1	1.00	-	\$136.56	0083-332-120	1	1.00	-	\$136.56
0083-322-120	1	1.00	-	\$136.56	0083-332-130	1	1.00	-	\$136.56
0083-322-130	1	1.00	-	\$136.56	0083-333-010	1	1.00	-	\$136.56
0083-322-140	1	1.00	-	\$136.56	0083-333-020	1	1.00	-	\$136.56
0083-322-150	1	1.00	-	\$136.56	0083-333-030	1	1.00	-	\$136.56
0083-322-160	1	1.00	-	\$136.56	0083-333-040	1	1.00	-	\$136.56
0083-322-170	1	1.00	-	\$136.56	0083-333-050	1	1.00	-	\$136.56
0083-322-180	1	1.00	-	\$136.56	0083-333-060	1	1.00	-	\$136.56
0083-341-010	1	1.00	-	\$136.56	0083-352-030	1	1.00	-	\$136.56
0083-341-020	1	1.00	-	\$136.56	0083-352-040	1	1.00	-	\$136.56
0083-341-030	1	1.00	-	\$136.56	0083-352-050	1	1.00	-	\$136.56

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APN	Zone	EBU	Acres	Assessment	APN	Zone	EBU	Acres	Assessment
0083-341-040	1	1.00	-	\$136.56	0083-352-060	1	1.00	-	\$136.56
0083-341-050	1	1.00	-	\$136.56	0083-352-070	1	1.00	-	\$136.56
0083-341-060	1	1.00	-	\$136.56	0083-352-080	1	1.00	-	\$136.56
0083-341-070	1	1.00	-	\$136.56	0083-352-090	1	1.00	-	\$136.56
0083-341-080	1	1.00	-	\$136.56	0083-352-100	1	1.00	-	\$136.56
0083-342-010	1	1.00	-	\$136.56	0083-352-110	1	1.00	-	\$136.56
0083-342-020	1	1.00	-	\$136.56	0083-352-120	1	1.00	-	\$136.56
0083-342-030	1	1.00	-	\$136.56	0083-352-130	1	1.00	-	\$136.56
0083-342-040	1	1.00	-	\$136.56	0083-352-140	1	1.00	-	\$136.56
0083-342-050	1	1.00	-	\$136.56	0083-352-150	1	1.00	-	\$136.56
0083-342-060	1	1.00	-	\$136.56	0083-352-160	1	1.00	-	\$136.56
0083-342-070	1	1.00	-	\$136.56	0083-352-170	1	1.00	-	\$136.56
0083-342-080	1	1.00	-	\$136.56	0083-352-180	1	1.00	-	\$136.56
0083-342-090	1	1.00	-	\$136.56	0083-353-010	1	1.00	-	\$136.56
0083-342-100	1	1.00	-	\$136.56	0083-353-020	1	1.00	-	\$136.56
0083-342-110	1	1.00	-	\$136.56	0083-353-030	1	1.00	-	\$136.56
0083-342-120	1	1.00	-	\$136.56	0083-353-040	1	1.00	-	\$136.56
0083-342-130	1	1.00	-	\$136.56	0083-353-050	1	1.00	-	\$136.56
0083-342-140	1	1.00	-	\$136.56	0083-353-060	1	1.00	-	\$136.56
0083-342-150	1	1.00	-	\$136.56	0083-353-070	1	1.00	-	\$136.56
0083-342-160	1	1.00	-	\$136.56	0083-361-010	1	1.00	-	\$136.56
0083-342-170	1	1.00	-	\$136.56	0083-361-020	1	1.00	-	\$136.56
0083-342-180	1	1.00	-	\$136.56	0083-361-030	1	1.00	-	\$136.56
0083-342-190	1	1.00	-	\$136.56	0083-361-040	1	1.00	-	\$136.56
0083-342-200	1	1.00	-	\$136.56	0083-361-050	1	1.00	-	\$136.56
0083-342-210	1	1.00	-	\$136.56	0083-361-060	1	1.00	-	\$136.56
0083-342-220	1	1.00	-	\$136.56	0083-361-070	1	1.00	-	\$136.56
0083-342-230	1	1.00	-	\$136.56	0083-361-080	1	1.00	-	\$136.56
0083-342-240	1	1.00	-	\$136.56	0083-362-010	1	1.00	-	\$136.56
0083-342-250	1	1.00	-	\$136.56	0083-363-010	1	1.00	-	\$136.56
0083-342-260	1	1.00	-	\$136.56	0083-363-020	1	1.00	-	\$136.56
0083-342-270	1	1.00	-	\$136.56	0083-363-030	1	1.00	-	\$136.56
0083-342-280	1	1.00	-	\$136.56	0083-363-040	1	1.00	-	\$136.56
0083-342-290	1	1.00	-	\$136.56	0083-363-050	1	1.00	-	\$136.56
0083-342-300	1	1.00	-	\$136.56	0083-363-060	1	1.00	-	\$136.56
0083-342-310	1	1.00	-	\$136.56	0083-364-010	1	1.00	-	\$136.56
0083-342-320	1	1.00	-	\$136.56	0083-364-020	1	1.00	-	\$136.56
0083-351-010	1	1.00	-	\$136.56	0083-364-030	1	1.00	-	\$136.56
0083-351-020	1	1.00	-	\$136.56	0083-364-040	1	1.00	-	\$136.56
0083-351-030	1	1.00	-	\$136.56	0083-364-050	1	1.00	-	\$136.56
0083-351-040	1	1.00	-	\$136.56	0083-364-060	1	1.00	-	\$136.56
0083-351-050	1	1.00	-	\$136.56	0083-364-070	1	1.00	-	\$136.56
0083-351-060	1	1.00	-	\$136.56	0083-364-080	1	1.00	-	\$136.56
0083-351-070	1	1.00	-	\$136.56	0083-364-090	1	1.00	-	\$136.56
0083-351-080	1	1.00	-	\$136.56	0083-364-100	1	1.00	-	\$136.56
0083-351-090	1	1.00	-	\$136.56	0083-364-110	1	1.00	-	\$136.56
0083-351-100	1	1.00	-	\$136.56	0083-364-120	1	1.00	-	\$136.56
0083-351-110	1	1.00	-	\$136.56	0083-364-130	1	1.00	-	\$136.56

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APN	Zone	EBU	Acres	Assessment	APN	Zone	EBU	Acres	Assessment
0083-351-120	1	1.00	-	\$136.56	0083-364-140	1	1.00	-	\$136.56
0083-351-130	1	1.00	-	\$136.56	0083-364-150	1	1.00	-	\$136.56
0083-351-140	1	1.00	-	\$136.56	0083-364-160	1	1.00	-	\$136.56
0083-352-010	1	1.00	-	\$136.56	0083-364-170	1	1.00	-	\$136.56
0083-352-020	1	1.00	-	\$136.56	0083-364-180	1	1.00	-	\$136.56
0083-364-190	1	1.00	-	\$136.56	0083-381-040	1	1.00	-	\$136.56
0083-364-200	1	1.00	-	\$136.56	0083-381-050	1	1.00	-	\$136.56
0083-364-210	1	1.00	-	\$136.56	0083-381-060	1	1.00	-	\$136.56
0083-364-220	1	1.00	-	\$136.56	0083-381-070	1	1.00	-	\$136.56
0083-364-230	1	1.00	-	\$136.56	0083-381-080	1	1.00	-	\$136.56
0083-364-240	1	1.00	-	\$136.56	0083-381-090	1	1.00	-	\$136.56
0083-364-250	1	1.00	-	\$136.56	0083-381-100	1	1.00	-	\$136.56
0083-364-260	1	1.00	-	\$136.56	0083-381-110	1	1.00	-	\$136.56
0083-371-010	1	1.00	-	\$136.56	0083-381-120	1	1.00	-	\$136.56
0083-371-020	1	1.00	-	\$136.56	0083-381-130	1	1.00	-	\$136.56
0083-371-030	1	1.00	-	\$136.56	0083-381-140	1	1.00	-	\$136.56
0083-371-040	1	1.00	-	\$136.56	0083-381-150	1	1.00	-	\$136.56
0083-371-050	1	1.00	-	\$136.56	0083-381-160	1	1.00	-	\$136.56
0083-371-060	1	1.00	-	\$136.56	0083-382-010	1	1.00	-	\$136.56
0083-371-070	1	1.00	-	\$136.56	0083-382-020	1	1.00	-	\$136.56
0083-371-080	1	1.00	-	\$136.56	0083-382-030	1	1.00	-	\$136.56
0083-371-090	1	1.00	-	\$136.56	0083-382-040	1	1.00	-	\$136.56
0083-371-100	1	1.00	-	\$136.56	0083-382-050	1	1.00	-	\$136.56
0083-371-110	1	1.00	-	\$136.56	0083-382-060	1	1.00	-	\$136.56
0083-371-120	1	1.00	-	\$136.56	0083-382-070	1	1.00	-	\$136.56
0083-371-130	1	1.00	-	\$136.56	0083-382-080	1	1.00	-	\$136.56
0083-372-010	1	1.00	-	\$136.56	0083-383-010	1	1.00	-	\$136.56
0083-372-020	1	1.00	-	\$136.56	0083-383-020	1	1.00	-	\$136.56
0083-372-030	1	1.00	-	\$136.56	0083-383-030	1	1.00	-	\$136.56
0083-372-040	1	1.00	-	\$136.56	0083-383-040	1	1.00	-	\$136.56
0083-372-050	1	1.00	-	\$136.56	0083-383-050	1	1.00	-	\$136.56
0083-373-010	1	1.00	-	\$136.56	0083-383-060	1	1.00	-	\$136.56
0083-373-020	1	1.00	-	\$136.56	0083-383-070	1	1.00	-	\$136.56
0083-373-030	1	1.00	-	\$136.56	0083-383-080	1	1.00	-	\$136.56
0083-373-040	1	1.00	-	\$136.56	0083-383-090	1	1.00	-	\$136.56
0083-373-050	1	1.00	-	\$136.56	0083-383-100	1	1.00	-	\$136.56
0083-373-060	1	1.00	-	\$136.56	0083-383-110	1	1.00	-	\$136.56
0083-373-070	1	1.00	-	\$136.56	0083-383-120	1	1.00	-	\$136.56
0083-373-080	1	1.00	-	\$136.56	0083-390-030	1	1.00	-	\$136.56
0083-373-090	1	1.00	-	\$136.56	0083-390-040	1	1.00	-	\$136.56
0083-373-100	1	1.00	-	\$136.56	0083-390-050	1	1.00	-	\$136.56
0083-373-110	1	1.00	-	\$136.56	0083-390-060	1	1.00	-	\$136.56
0083-373-120	1	1.00	-	\$136.56	0083-390-080	1	1.00	-	\$136.56
0083-373-130	1	1.00	-	\$136.56	0083-390-090	1	1.00	-	\$136.56
0083-373-140	1	1.00	-	\$136.56	0083-390-100	1	1.00	-	\$136.56
0083-373-150	1	1.00	-	\$136.56	0083-390-110	1	1.00	-	\$136.56
0083-373-160	1	1.00	-	\$136.56	0083-390-120	1	1.00	-	\$136.56
0083-373-170	1	1.00	-	\$136.56	0083-390-130	1	1.00	-	\$136.56

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APN	Zone	EBU	Acres	Assessment	APN	Zone	EBU	Acres	Assessment
0083-373-180	1	1.00	-	\$136.56	0083-390-140	1	1.00	-	\$136.56
0083-373-190	1	1.00	-	\$136.56	0083-390-150	1	1.00	-	\$136.56
0083-373-200	1	1.00	-	\$136.56	0083-390-160	1	1.00	-	\$136.56
0083-373-210	1	1.00	-	\$136.56	0083-390-180	1	1.00	-	\$136.56
0083-373-220	1	1.00	-	\$136.56	0083-390-190	1	1.00	-	\$136.56
0083-373-230	1	1.00	-	\$136.56	0083-390-200	1	1.00	-	\$136.56
0083-373-240	1	1.00	-	\$136.56	0083-390-210	1	1.00	-	\$136.56
0083-373-250	1	1.00	-	\$136.56	0083-400-020	1	1.00	-	\$136.56
0083-373-260	1	1.00	-	\$136.56	0083-400-030	1	1.00	-	\$136.56
0083-373-270	1	1.00	-	\$136.56	0083-400-040	1	1.00	-	\$136.56
0083-381-010	1	1.00	-	\$136.56	0083-400-050	1	1.00	-	\$136.56
0083-381-020	1	1.00	-	\$136.56	0083-400-060	1	1.00	-	\$136.56
0083-381-030	1	1.00	-	\$136.56	0083-400-070	1	1.00	-	\$136.56
0083-400-080	1	1.00	-	\$136.56	0083-420-170	1	1.00	-	\$136.56
0083-400-090	1	1.00	-	\$136.56	0083-420-180	1	1.00	-	\$136.56
0083-400-100	1	1.00	-	\$136.56	0083-420-190	1	1.00	-	\$136.56
0083-400-110	1	1.00	-	\$136.56	0083-420-200	1	1.00	-	\$136.56
0083-400-120	1	1.00	-	\$136.56	0083-420-210	1	1.00	-	\$136.56
0083-400-130	1	1.00	-	\$136.56	0083-420-220	1	1.00	-	\$136.56
0083-400-140	1	1.00	-	\$136.56	0083-420-230	1	1.00	-	\$136.56
0083-400-150	1	1.00	-	\$136.56	0083-431-010	1	1.00	-	\$136.56
0083-400-170	1	1.00	-	\$136.56	0083-432-010	1	1.00	-	\$136.56
0083-400-180	1	1.00	-	\$136.56	0083-432-020	1	1.00	-	\$136.56
0083-400-190	1	1.00	-	\$136.56	0083-432-030	1	1.00	-	\$136.56
0083-410-020	1	1.00	-	\$136.56	0083-432-040	1	1.00	-	\$136.56
0083-410-030	1	1.00	-	\$136.56	0083-432-050	1	1.00	-	\$136.56
0083-410-040	1	1.00	-	\$136.56	0083-432-060	1	1.00	-	\$136.56
0083-410-050	1	1.00	-	\$136.56	0083-432-070	1	1.00	-	\$136.56
0083-410-060	1	1.00	-	\$136.56	0083-432-080	1	1.00	-	\$136.56
0083-410-070	1	1.00	-	\$136.56	0083-432-090	1	1.00	-	\$136.56
0083-410-080	1	1.00	-	\$136.56	0083-433-010	1	1.00	-	\$136.56
0083-410-090	1	1.00	-	\$136.56	0083-433-020	1	1.00	-	\$136.56
0083-410-100	1	1.00	-	\$136.56	0083-433-030	1	1.00	-	\$136.56
0083-410-110	1	1.00	-	\$136.56	0083-433-040	1	1.00	-	\$136.56
0083-410-120	1	1.00	-	\$136.56	0083-433-050	1	1.00	-	\$136.56
0083-410-130	1	1.00	-	\$136.56	0083-433-060	1	1.00	-	\$136.56
0083-410-140	1	1.00	-	\$136.56	0083-434-010	1	1.00	-	\$136.56
0083-410-150	1	1.00	-	\$136.56	0083-434-020	1	1.00	-	\$136.56
0083-410-160	1	1.00	-	\$136.56	0083-434-030	1	1.00	-	\$136.56
0083-410-170	1	1.00	-	\$136.56	0083-434-040	1	1.00	-	\$136.56
0083-410-180	1	1.00	-	\$136.56	0083-434-050	1	1.00	-	\$136.56
0083-410-200	1	1.00	-	\$136.56	0083-434-060	1	1.00	-	\$136.56
0083-410-210	1	1.00	-	\$136.56	0083-434-070	1	1.00	-	\$136.56
0083-410-220	1	1.00	-	\$136.56	0083-434-080	1	1.00	-	\$136.56
0083-410-230	1	1.00	-	\$136.56	0083-434-090	1	1.00	-	\$136.56
0083-410-240	1	1.00	-	\$136.56	0083-434-100	1	1.00	-	\$136.56
0083-410-250	1	1.00	-	\$136.56	0083-434-110	1	1.00	-	\$136.56
0083-410-260	1	1.00	-	\$136.56	0083-434-120	1	1.00	-	\$136.56

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APN	Zone	EBU	Acres	Assessment	APN	Zone	EBU	Acres	Assessment
0083-410-270	1	1.00	-	\$136.56	0083-434-130	1	1.00	-	\$136.56
0083-410-280	1	1.00	-	\$136.56	0083-434-140	1	1.00	-	\$136.56
0083-410-290	1	1.00	-	\$136.56	0083-434-150	1	1.00	-	\$136.56
0083-410-300	1	1.00	-	\$136.56	0083-434-160	1	1.00	-	\$136.56
0083-410-320	1	1.00	-	\$136.56	0083-441-010	1	1.00	-	\$136.56
0083-410-330	1	1.00	-	\$136.56	0083-441-020	1	1.00	-	\$136.56
0083-410-340	1	1.00	-	\$136.56	0083-441-030	1	1.00	-	\$136.56
0083-420-020	1	1.00	-	\$136.56	0083-441-040	1	1.00	-	\$136.56
0083-420-040	1	1.00	-	\$136.56	0083-441-050	1	1.00	-	\$136.56
0083-420-050	1	1.00	-	\$136.56	0083-441-060	1	1.00	-	\$136.56
0083-420-060	1	1.00	-	\$136.56	0083-442-010	1	1.00	-	\$136.56
0083-420-070	1	1.00	-	\$136.56	0083-442-020	1	1.00	-	\$136.56
0083-420-080	1	1.00	-	\$136.56	0083-442-030	1	1.00	-	\$136.56
0083-420-090	1	1.00	-	\$136.56	0083-442-040	1	1.00	-	\$136.56
0083-420-100	1	1.00	-	\$136.56	0083-442-050	1	1.00	-	\$136.56
0083-420-110	1	1.00	-	\$136.56	0083-442-060	1	1.00	-	\$136.56
0083-420-120	1	1.00	-	\$136.56	0083-442-070	1	1.00	-	\$136.56
0083-420-130	1	1.00	-	\$136.56	0083-442-080	1	1.00	-	\$136.56
0083-420-140	1	1.00	-	\$136.56	0083-442-090	1	1.00	-	\$136.56
0083-420-150	1	1.00	-	\$136.56	0083-443-010	1	1.00	-	\$136.56
0083-420-160	1	1.00	-	\$136.56	0083-443-020	1	1.00	-	\$136.56
0083-443-030	1	1.00	-	\$136.56	0083-462-040	1	1.00	-	\$136.56
0083-443-040	1	1.00	-	\$136.56	0083-462-050	1	1.00	-	\$136.56
0083-443-050	1	1.00	-	\$136.56	0083-462-060	1	1.00	-	\$136.56
0083-443-060	1	1.00	-	\$136.56	0083-462-070	1	1.00	-	\$136.56
0083-443-070	1	1.00	-	\$136.56	0083-462-080	1	1.00	-	\$136.56
0083-443-080	1	1.00	-	\$136.56	0083-462-090	1	1.00	-	\$136.56
0083-443-090	1	1.00	-	\$136.56	0083-463-010	1	1.00	-	\$136.56
0083-443-100	1	1.00	-	\$136.56	0083-463-020	1	1.00	-	\$136.56
0083-443-110	1	1.00	-	\$136.56	0083-463-030	1	1.00	-	\$136.56
0083-443-120	1	1.00	-	\$136.56	0083-463-040	1	1.00	-	\$136.56
0083-443-130	1	1.00	-	\$136.56	0083-463-050	1	1.00	-	\$136.56
0083-443-140	1	1.00	-	\$136.56	0083-463-060	1	1.00	-	\$136.56
0083-443-150	1	1.00	-	\$136.56	0083-463-070	1	1.00	-	\$136.56
0083-443-160	1	1.00	-	\$136.56	0083-463-080	1	1.00	-	\$136.56
0083-443-170	1	1.00	-	\$136.56	0083-463-090	1	1.00	-	\$136.56
0083-443-180	1	1.00	-	\$136.56	0083-463-100	1	1.00	-	\$136.56
0083-451-010	1	1.00	-	\$136.56	0083-463-110	1	1.00	-	\$136.56
0083-451-020	1	1.00	-	\$136.56	0083-463-120	1	1.00	-	\$136.56
0083-451-030	1	1.00	-	\$136.56	0083-463-130	1	1.00	-	\$136.56
0083-451-040	1	1.00	-	\$136.56	0083-463-140	1	1.00	-	\$136.56
0083-451-050	1	1.00	-	\$136.56	0083-463-150	1	1.00	-	\$136.56
0083-451-060	1	1.00	-	\$136.56	0083-463-160	1	1.00	-	\$136.56
0083-451-070	1	1.00	-	\$136.56	0083-463-170	1	1.00	-	\$136.56
0083-453-010	1	1.00	-	\$136.56	0083-463-180	1	1.00	-	\$136.56
0083-453-020	1	1.00	-	\$136.56	0083-463-190	1	1.00	-	\$136.56
0083-453-030	1	1.00	-	\$136.56	0083-463-200	1	1.00	-	\$136.56
0083-453-040	1	1.00	-	\$136.56	0083-471-010	1	1.00	-	\$136.56

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0083-453-050	1	1.00	-	\$136.56	0083-471-020	1	1.00	-	\$136.56
0083-453-060	1	1.00	-	\$136.56	0083-471-030	1	1.00	-	\$136.56
0083-453-070	1	1.00	-	\$136.56	0083-471-040	1	1.00	-	\$136.56
0083-461-020	1	1.00	-	\$136.56	0083-471-050	1	1.00	-	\$136.56
0083-461-030	1	1.00	-	\$136.56	0083-471-060	1	1.00	-	\$136.56
0083-461-040	1	1.00	-	\$136.56	0083-471-070	1	1.00	-	\$136.56
0083-461-050	1	1.00	-	\$136.56	0083-471-080	1	1.00	-	\$136.56
0083-461-060	1	1.00	-	\$136.56	0083-471-090	1	1.00	-	\$136.56
0083-461-070	1	1.00	-	\$136.56	0083-471-100	1	1.00	-	\$136.56
0083-461-080	1	1.00	-	\$136.56	0083-471-110	1	1.00	-	\$136.56
0083-461-090	1	1.00	-	\$136.56	0083-471-120	1	1.00	-	\$136.56
0083-461-100	1	1.00	-	\$136.56	0083-471-130	1	1.00	-	\$136.56
0083-461-110	1	1.00	-	\$136.56	0083-471-140	1	1.00	-	\$136.56
0083-461-120	1	1.00	-	\$136.56	0083-471-150	1	1.00	-	\$136.56
0083-461-130	1	1.00	-	\$136.56	0083-471-160	1	1.00	-	\$136.56
0083-461-140	1	1.00	-	\$136.56	0083-471-170	1	1.00	-	\$136.56
0083-461-150	1	1.00	-	\$136.56	0083-471-180	1	1.00	-	\$136.56
0083-461-160	1	1.00	-	\$136.56	0083-471-190	1	1.00	-	\$136.56
0083-461-170	1	1.00	-	\$136.56	0083-471-200	1	1.00	-	\$136.56
0083-461-180	1	1.00	-	\$136.56	0083-471-210	1	1.00	-	\$136.56
0083-461-190	1	1.00	-	\$136.56	0083-472-010	1	1.00	-	\$136.56
0083-461-200	1	1.00	-	\$136.56	0083-472-020	1	1.00	-	\$136.56
0083-461-210	1	1.00	-	\$136.56	0083-472-030	1	1.00	-	\$136.56
0083-461-220	1	1.00	-	\$136.56	0083-472-040	1	1.00	-	\$136.56
0083-461-230	1	1.00	-	\$136.56	0083-472-050	1	1.00	-	\$136.56
0083-461-240	1	1.00	-	\$136.56	0083-472-060	1	1.00	-	\$136.56
0083-462-010	1	1.00	-	\$136.56	0083-472-070	1	1.00	-	\$136.56
0083-462-020	1	1.00	-	\$136.56	0083-472-080	1	1.00	-	\$136.56
0083-462-030	1	1.00	-	\$136.56	0083-472-090	1	1.00	-	\$136.56
0083-472-100	1	1.00	-	\$136.56	0083-492-010	1	1.00	-	\$136.56
0083-472-110	1	1.00	-	\$136.56	0083-492-020	1	1.00	-	\$136.56
0083-472-120	1	1.00	-	\$136.56	0083-492-030	1	1.00	-	\$136.56
0083-472-130	1	1.00	-	\$136.56	0083-492-040	1	1.00	-	\$136.56
0083-472-140	1	1.00	-	\$136.56	0083-492-050	1	1.00	-	\$136.56
0083-481-010	1	1.00	-	\$136.56	0083-492-060	1	1.00	-	\$136.56
0083-481-020	1	1.00	-	\$136.56	0083-492-070	1	1.00	-	\$136.56
0083-481-030	1	1.00	-	\$136.56	0083-492-080	1	1.00	-	\$136.56
0083-481-040	1	1.00	-	\$136.56	0083-492-090	1	1.00	-	\$136.56
0083-481-050	1	1.00	-	\$136.56	0083-492-100	1	1.00	-	\$136.56
0083-481-060	1	1.00	-	\$136.56	0083-492-110	1	1.00	-	\$136.56
0083-481-070	1	1.00	-	\$136.56	0083-492-120	1	1.00	-	\$136.56
0083-481-080	1	1.00	-	\$136.56	0083-493-020	1	1.00	-	\$136.56
0083-481-090	1	1.00	-	\$136.56	0083-493-030	1	1.00	-	\$136.56
0083-481-100	1	1.00	-	\$136.56	0083-493-040	1	1.00	-	\$136.56
0083-481-110	1	1.00	-	\$136.56	0083-493-050	1	1.00	-	\$136.56
0083-481-120	1	1.00	-	\$136.56	0083-493-060	1	1.00	-	\$136.56
0083-481-130	1	1.00	-	\$136.56	0083-493-070	1	1.00	-	\$136.56
0083-481-140	1	1.00	-	\$136.56	0083-493-080	1	1.00	-	\$136.56

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APN	Zone	EBU	Acres	Assessment	APN	Zone	EBU	Acres	Assessment
0083-481-150	1	1.00	-	\$136.56	0083-493-090	1	1.00	-	\$136.56
0083-482-010	1	1.00	-	\$136.56	0083-493-100	1	1.00	-	\$136.56
0083-482-020	1	1.00	-	\$136.56	0083-493-110	1	1.00	-	\$136.56
0083-482-030	1	1.00	-	\$136.56	0083-493-120	1	1.00	-	\$136.56
0083-482-040	1	1.00	-	\$136.56	0083-493-130	1	1.00	-	\$136.56
0083-482-050	1	1.00	-	\$136.56	0083-493-140	1	1.00	-	\$136.56
0083-482-060	1	1.00	-	\$136.56	0083-493-150	1	1.00	-	\$136.56
0083-482-070	1	1.00	-	\$136.56	0083-493-160	1	1.00	-	\$136.56
0083-482-080	1	1.00	-	\$136.56	0083-493-170	1	1.00	-	\$136.56
0083-482-090	1	1.00	-	\$136.56	0083-493-180	1	1.00	-	\$136.56
0083-482-100	1	1.00	-	\$136.56	0083-501-010	1	1.00	-	\$136.56
0083-482-110	1	1.00	-	\$136.56	0083-501-020	1	1.00	-	\$136.56
0083-482-120	1	1.00	-	\$136.56	0083-501-030	1	1.00	-	\$136.56
0083-482-130	1	1.00	-	\$136.56	0083-501-040	1	1.00	-	\$136.56
0083-482-140	1	1.00	-	\$136.56	0083-501-050	1	1.00	-	\$136.56
0083-482-150	1	1.00	-	\$136.56	0083-501-060	1	1.00	-	\$136.56
0083-482-160	1	1.00	-	\$136.56	0083-501-070	1	1.00	-	\$136.56
0083-482-170	1	1.00	-	\$136.56	0083-501-080	1	1.00	-	\$136.56
0083-482-180	1	1.00	-	\$136.56	0083-501-090	1	1.00	-	\$136.56
0083-482-190	1	1.00	-	\$136.56	0083-501-100	1	1.00	-	\$136.56
0083-482-200	1	1.00	-	\$136.56	0083-501-110	1	1.00	-	\$136.56
0083-482-210	1	1.00	-	\$136.56	0083-501-120	1	1.00	-	\$136.56
0083-482-220	1	1.00	-	\$136.56	0083-501-130	1	1.00	-	\$136.56
0083-482-230	1	1.00	-	\$136.56	0083-501-140	1	1.00	-	\$136.56
0083-482-240	1	1.00	-	\$136.56	0083-501-150	1	1.00	-	\$136.56
0083-482-250	1	1.00	-	\$136.56	0083-501-160	1	1.00	-	\$136.56
0083-482-260	1	1.00	-	\$136.56	0083-501-170	1	1.00	-	\$136.56
0083-482-270	1	1.00	-	\$136.56	0083-501-180	1	1.00	-	\$136.56
0083-491-010	1	1.00	-	\$136.56	0083-501-190	1	1.00	-	\$136.56
0083-491-020	1	1.00	-	\$136.56	0083-501-200	1	1.00	-	\$136.56
0083-491-030	1	1.00	-	\$136.56	0083-502-010	1	1.00	-	\$136.56
0083-491-040	1	1.00	-	\$136.56	0083-502-020	1	1.00	-	\$136.56
0083-491-050	1	1.00	-	\$136.56	0083-502-030	1	1.00	-	\$136.56
0083-491-060	1	1.00	-	\$136.56	0083-502-040	1	1.00	-	\$136.56
0083-491-070	1	1.00	-	\$136.56	0083-502-050	1	1.00	-	\$136.56
0083-491-080	1	1.00	-	\$136.56	0083-502-060	1	1.00	-	\$136.56
0083-491-090	1	1.00	-	\$136.56	0083-502-070	1	1.00	-	\$136.56
0083-502-080	1	1.00	-	\$136.56	0083-521-090	1	1.00	-	\$136.56
0083-502-090	1	1.00	-	\$136.56	0083-521-100	1	1.00	-	\$136.56
0083-503-010	1	1.00	-	\$136.56	0083-521-110	1	1.00	-	\$136.56
0083-503-020	1	1.00	-	\$136.56	0083-521-120	1	1.00	-	\$136.56
0083-503-030	1	1.00	-	\$136.56	0083-521-130	1	1.00	-	\$136.56
0083-503-040	1	1.00	-	\$136.56	0083-521-140	1	1.00	-	\$136.56
0083-503-050	1	1.00	-	\$136.56	0083-521-150	1	1.00	-	\$136.56
0083-503-060	1	1.00	-	\$136.56	0083-522-010	1	1.00	-	\$136.56
0083-503-070	1	1.00	-	\$136.56	0083-522-020	1	1.00	-	\$136.56
0083-503-080	1	1.00	-	\$136.56	0083-522-030	1	1.00	-	\$136.56
0083-503-090	1	1.00	-	\$136.56	0083-522-040	1	1.00	-	\$136.56

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APN	Zone	EBU	Acres	Assessment	APN	Zone	EBU	Acres	Assessment
0083-503-100	1	1.00	-	\$136.56	0083-522-050	1	1.00	-	\$136.56
0083-503-110	1	1.00	-	\$136.56	0083-522-060	1	1.00	-	\$136.56
0083-503-120	1	1.00	-	\$136.56	0083-522-070	1	1.00	-	\$136.56
0083-503-130	1	1.00	-	\$136.56	0083-531-010	1	1.00	-	\$136.56
0083-503-140	1	1.00	-	\$136.56	0083-531-020	1	1.00	-	\$136.56
0083-503-150	1	1.00	-	\$136.56	0083-531-030	1	1.00	-	\$136.56
0083-503-160	1	1.00	-	\$136.56	0083-531-040	1	1.00	-	\$136.56
0083-503-170	1	1.00	-	\$136.56	0083-531-050	1	1.00	-	\$136.56
0083-503-180	1	1.00	-	\$136.56	0083-531-060	1	1.00	-	\$136.56
0083-503-190	1	1.00	-	\$136.56	0083-531-070	1	1.00	-	\$136.56
0083-503-200	1	1.00	-	\$136.56	0083-531-080	1	1.00	-	\$136.56
0083-511-010	1	1.00	-	\$136.56	0083-531-090	1	1.00	-	\$136.56
0083-511-020	1	1.00	-	\$136.56	0083-531-100	1	1.00	-	\$136.56
0083-511-030	1	1.00	-	\$136.56	0083-531-110	1	1.00	-	\$136.56
0083-511-040	1	1.00	-	\$136.56	0083-531-120	1	1.00	-	\$136.56
0083-511-050	1	1.00	-	\$136.56	0083-531-130	1	1.00	-	\$136.56
0083-511-060	1	1.00	-	\$136.56	0083-531-140	1	1.00	-	\$136.56
0083-511-070	1	1.00	-	\$136.56	0083-531-150	1	1.00	-	\$136.56
0083-511-080	1	1.00	-	\$136.56	0083-531-160	1	1.00	-	\$136.56
0083-511-090	1	1.00	-	\$136.56	0083-532-010	1	1.00	-	\$136.56
0083-511-100	1	1.00	-	\$136.56	0083-532-020	1	1.00	-	\$136.56
0083-511-110	1	1.00	-	\$136.56	0083-532-030	1	1.00	-	\$136.56
0083-511-120	1	1.00	-	\$136.56	0083-533-010	1	1.00	-	\$136.56
0083-511-130	1	1.00	-	\$136.56	0083-533-020	1	1.00	-	\$136.56
0083-511-140	1	1.00	-	\$136.56	0083-533-030	1	1.00	-	\$136.56
0083-511-150	1	1.00	-	\$136.56	0083-533-040	1	1.00	-	\$136.56
0083-511-160	1	1.00	-	\$136.56	0083-533-050	1	1.00	-	\$136.56
0083-511-170	1	1.00	-	\$136.56	0083-533-060	1	1.00	-	\$136.56
0083-511-180	1	1.00	-	\$136.56	0083-533-070	1	1.00	-	\$136.56
0083-511-190	1	1.00	-	\$136.56	0083-533-080	1	1.00	-	\$136.56
0083-511-200	1	1.00	-	\$136.56	0083-533-090	1	1.00	-	\$136.56
0083-511-210	1	1.00	-	\$136.56	0083-533-100	1	1.00	-	\$136.56
0083-512-010	1	1.00	-	\$136.56	0083-533-110	1	1.00	-	\$136.56
0083-512-020	1	1.00	-	\$136.56	0083-533-120	1	1.00	-	\$136.56
0083-512-030	1	1.00	-	\$136.56	0083-533-130	1	1.00	-	\$136.56
0083-512-040	1	1.00	-	\$136.56	0083-533-140	1	1.00	-	\$136.56
0083-512-050	1	1.00	-	\$136.56	0083-533-150	1	1.00	-	\$136.56
0083-521-010	1	1.00	-	\$136.56	0083-533-160	1	1.00	-	\$136.56
0083-521-020	1	1.00	-	\$136.56	0083-533-170	1	1.00	-	\$136.56
0083-521-030	1	1.00	-	\$136.56	0083-534-010	1	1.00	-	\$136.56
0083-521-040	1	1.00	-	\$136.56	0083-534-020	1	1.00	-	\$136.56
0083-521-050	1	1.00	-	\$136.56	0083-534-030	1	1.00	-	\$136.56
0083-521-060	1	1.00	-	\$136.56	0083-534-040	1	1.00	-	\$136.56
0083-521-070	1	1.00	-	\$136.56	0083-534-050	1	1.00	-	\$136.56
0083-521-080	1	1.00	-	\$136.56	0083-534-060	1	1.00	-	\$136.56
0083-534-070	1	1.00	-	\$136.56	0083-542-030	1	1.00	-	\$136.56
0083-534-080	1	1.00	-	\$136.56	0083-542-040	1	1.00	-	\$136.56
0083-534-090	1	1.00	-	\$136.56	0083-542-050	1	1.00	-	\$136.56

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APN	Zone	EBU	Acres	Assessment	APN	Zone	EBU	Acres	Assessment
0083-534-100	1	1.00	-	\$136.56	0083-542-060	1	1.00	-	\$136.56
0083-534-110	1	1.00	-	\$136.56	0083-542-070	1	1.00	-	\$136.56
0083-534-120	1	1.00	-	\$136.56	0083-542-080	1	1.00	-	\$136.56
0083-534-130	1	1.00	-	\$136.56	0083-542-090	1	1.00	-	\$136.56
0083-534-140	1	1.00	-	\$136.56	0083-542-100	1	1.00	-	\$136.56
0083-534-150	1	1.00	-	\$136.56	0083-542-110	1	1.00	-	\$136.56
0083-534-160	1	1.00	-	\$136.56	0083-542-120	1	1.00	-	\$136.56
0083-534-170	1	1.00	-	\$136.56	0083-543-010	1	1.00	-	\$136.56
0083-534-180	1	1.00	-	\$136.56	0083-543-020	1	1.00	-	\$136.56
0083-535-010	1	1.00	-	\$136.56	0083-543-030	1	1.00	-	\$136.56
0083-535-020	1	1.00	-	\$136.56	0083-551-010	1	1.00	-	\$136.56
0083-535-030	1	1.00	-	\$136.56	0083-551-020	1	1.00	-	\$136.56
0083-535-040	1	1.00	-	\$136.56	0083-551-030	1	1.00	-	\$136.56
0083-535-050	1	1.00	-	\$136.56	0083-551-040	1	1.00	-	\$136.56
0083-535-060	1	1.00	-	\$136.56	0083-551-050	1	1.00	-	\$136.56
0083-535-070	1	1.00	-	\$136.56	0083-551-060	1	1.00	-	\$136.56
0083-535-080	1	1.00	-	\$136.56	0083-551-070	1	1.00	-	\$136.56
0083-535-090	1	1.00	-	\$136.56	0083-551-080	1	1.00	-	\$136.56
0083-535-100	1	1.00	-	\$136.56	0083-551-090	1	1.00	-	\$136.56
0083-541-020	1	1.00	-	\$136.56	0083-551-100	1	1.00	-	\$136.56
0083-541-030	1	1.00	-	\$136.56	0083-551-110	1	1.00	-	\$136.56
0083-541-040	1	1.00	-	\$136.56	0083-551-120	1	1.00	-	\$136.56
0083-541-050	1	1.00	-	\$136.56	0083-551-130	1	1.00	-	\$136.56
0083-541-060	1	1.00	-	\$136.56	0083-551-140	1	1.00	-	\$136.56
0083-541-070	1	1.00	-	\$136.56	0083-551-150	1	1.00	-	\$136.56
0083-541-080	1	1.00	-	\$136.56	0083-552-010	1	1.00	-	\$136.56
0083-541-090	1	1.00	-	\$136.56	0083-552-020	1	1.00	-	\$136.56
0083-541-100	1	1.00	-	\$136.56	0083-552-030	1	1.00	-	\$136.56
0083-541-110	1	1.00	-	\$136.56	0083-552-040	1	1.00	-	\$136.56
0083-541-120	1	1.00	-	\$136.56	0083-552-050	1	1.00	-	\$136.56
0083-541-130	1	1.00	-	\$136.56	0083-552-060	1	1.00	-	\$136.56
0083-541-140	1	1.00	-	\$136.56	0083-553-010	1	1.00	-	\$136.56
0083-541-150	1	1.00	-	\$136.56	0083-553-020	1	1.00	-	\$136.56
0083-541-160	1	1.00	-	\$136.56	0083-553-030	1	1.00	-	\$136.56
0083-541-170	1	1.00	-	\$136.56	0083-553-040	1	1.00	-	\$136.56
0083-541-180	1	1.00	-	\$136.56	0083-553-050	1	1.00	-	\$136.56
0083-541-190	1	1.00	-	\$136.56	0083-553-060	1	1.00	-	\$136.56
0083-541-200	1	1.00	-	\$136.56	0083-553-070	1	1.00	-	\$136.56
0083-541-210	1	1.00	-	\$136.56	0083-553-080	1	1.00	-	\$136.56
0083-541-220	1	1.00	-	\$136.56	0083-553-090	1	1.00	-	\$136.56
0083-541-230	1	1.00	-	\$136.56	0083-553-100	1	1.00	-	\$136.56
0083-541-240	1	1.00	-	\$136.56	0083-553-110	1	1.00	-	\$136.56
0083-541-250	1	1.00	-	\$136.56	0083-553-120	1	1.00	-	\$136.56
0083-541-260	1	1.00	-	\$136.56	0083-553-130	1	1.00	-	\$136.56
0083-541-270	1	1.00	-	\$136.56	0083-553-140	1	1.00	-	\$136.56
0083-541-280	1	1.00	-	\$136.56	0083-553-150	1	1.00	-	\$136.56
0083-541-290	1	1.00	-	\$136.56	0083-553-160	1	1.00	-	\$136.56
0083-541-300	1	1.00	-	\$136.56	0083-553-170	1	1.00	-	\$136.56

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APN	Zone	EBU	Acres	Assessment	APN	Zone	EBU	Acres	Assessment
0083-541-310	1	1.00	-	\$136.56	0083-553-180	1	1.00	-	\$136.56
0083-541-320	1	1.00	-	\$136.56	0083-553-190	1	1.00	-	\$136.56
0083-541-330	1	1.00	-	\$136.56	0083-561-010	1	1.00	-	\$136.56
0083-542-010	1	1.00	-	\$136.56	0083-561-020	1	1.00	-	\$136.56
0083-542-020	1	1.00	-	\$136.56	0083-561-030	1	1.00	-	\$136.56
0083-561-040	1	1.00	-	\$136.56	0083-571-150	1	1.00	-	\$136.56
0083-561-050	1	1.00	-	\$136.56	0083-571-160	1	1.00	-	\$136.56
0083-561-060	1	1.00	-	\$136.56	0083-571-170	1	1.00	-	\$136.56
0083-561-070	1	1.00	-	\$136.56	0083-571-180	1	1.00	-	\$136.56
0083-561-080	1	1.00	-	\$136.56	0083-571-190	1	1.00	-	\$136.56
0083-561-090	1	1.00	-	\$136.56	0083-571-200	1	1.00	-	\$136.56
0083-561-100	1	1.00	-	\$136.56	0083-571-210	1	1.00	-	\$136.56
0083-561-110	1	1.00	-	\$136.56	0083-571-220	1	1.00	-	\$136.56
0083-561-120	1	1.00	-	\$136.56	0083-571-230	1	1.00	-	\$136.56
0083-561-130	1	1.00	-	\$136.56	0083-572-010	1	1.00	-	\$136.56
0083-561-140	1	1.00	-	\$136.56	0083-572-020	1	1.00	-	\$136.56
0083-561-150	1	1.00	-	\$136.56	0083-572-030	1	1.00	-	\$136.56
0083-561-160	1	1.00	-	\$136.56	0083-572-040	1	1.00	-	\$136.56
0083-561-170	1	1.00	-	\$136.56	0083-572-050	1	1.00	-	\$136.56
0083-561-180	1	1.00	-	\$136.56	0083-572-060	1	1.00	-	\$136.56
0083-561-190	1	1.00	-	\$136.56	0083-572-070	1	1.00	-	\$136.56
0083-561-200	1	1.00	-	\$136.56	0083-572-080	1	1.00	-	\$136.56
0083-561-210	1	1.00	-	\$136.56	0083-572-090	1	1.00	-	\$136.56
0083-561-220	1	1.00	-	\$136.56	0083-572-100	1	1.00	-	\$136.56
0083-561-230	1	1.00	-	\$136.56	0083-572-110	1	1.00	-	\$136.56
0083-561-240	1	1.00	-	\$136.56	0083-572-120	1	1.00	-	\$136.56
0083-561-250	1	1.00	-	\$136.56	0083-572-130	1	1.00	-	\$136.56
0083-561-260	1	1.00	-	\$136.56	0083-572-140	1	1.00	-	\$136.56
0083-561-270	1	1.00	-	\$136.56	0083-572-150	1	1.00	-	\$136.56
0083-561-280	1	1.00	-	\$136.56	0083-572-160	1	1.00	-	\$136.56
0083-561-290	1	1.00	-	\$136.56	0083-572-170	1	1.00	-	\$136.56
0083-561-300	1	1.00	-	\$136.56	0083-572-180	1	1.00	-	\$136.56
0083-561-310	1	1.00	-	\$136.56	0083-572-190	1	1.00	-	\$136.56
0083-561-320	1	1.00	-	\$136.56	0083-572-200	1	1.00	-	\$136.56
0083-561-330	1	1.00	-	\$136.56	0083-572-210	1	1.00	-	\$136.56
0083-561-340	1	1.00	-	\$136.56	0083-572-220	1	1.00	-	\$136.56
0083-561-350	1	1.00	-	\$136.56	0083-572-230	1	1.00	-	\$136.56
0083-561-360	1	1.00	-	\$136.56	0083-572-240	1	1.00	-	\$136.56
0083-562-010	1	1.00	-	\$136.56	0083-581-010	1	1.00	-	\$136.56
0083-562-020	1	1.00	-	\$136.56	0083-581-020	1	1.00	-	\$136.56
0083-562-030	1	1.00	-	\$136.56	0083-581-030	1	1.00	-	\$136.56
0083-562-040	1	1.00	-	\$136.56	0083-581-040	1	1.00	-	\$136.56
0083-562-050	1	1.00	-	\$136.56	0083-581-050	1	1.00	-	\$136.56
0083-562-060	1	1.00	-	\$136.56	0083-581-060	1	1.00	-	\$136.56
0083-562-070	1	1.00	-	\$136.56	0083-581-070	1	1.00	-	\$136.56
0083-562-080	1	1.00	-	\$136.56	0083-581-080	1	1.00	-	\$136.56
0083-562-090	1	1.00	-	\$136.56	0083-581-090	1	1.00	-	\$136.56
0083-571-010	1	1.00	-	\$136.56	0083-581-100	1	1.00	-	\$136.56

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APN	Zone	EBU	Acres	Assessment	APN	Zone	EBU	Acres	Assessment
0083-571-020	1	1.00	-	\$136.56	0083-581-110	1	1.00	-	\$136.56
0083-571-030	1	1.00	-	\$136.56	0083-581-120	1	1.00	-	\$136.56
0083-571-040	1	1.00	-	\$136.56	0083-581-130	1	1.00	-	\$136.56
0083-571-050	1	1.00	-	\$136.56	0083-581-140	1	1.00	-	\$136.56
0083-571-060	1	1.00	-	\$136.56	0083-581-150	1	1.00	-	\$136.56
0083-571-070	1	1.00	-	\$136.56	0083-581-160	1	1.00	-	\$136.56
0083-571-080	1	1.00	-	\$136.56	0083-581-170	1	1.00	-	\$136.56
0083-571-090	1	1.00	-	\$136.56	0083-581-180	1	1.00	-	\$136.56
0083-571-100	1	1.00	-	\$136.56	0083-581-190	1	1.00	-	\$136.56
0083-571-110	1	1.00	-	\$136.56	0083-581-200	1	1.00	-	\$136.56
0083-571-120	1	1.00	-	\$136.56	0083-581-210	1	1.00	-	\$136.56
0083-571-130	1	1.00	-	\$136.56	0083-581-220	1	1.00	-	\$136.56
0083-571-140	1	1.00	-	\$136.56	0083-581-230	1	1.00	-	\$136.56
0083-581-240	1	1.00	-	\$136.56	0087-531-200	1	1.00	-	\$136.56
0083-581-250	1	1.00	-	\$136.56	0087-531-210	1	1.00	-	\$136.56
0083-581-260	1	1.00	-	\$136.56	0087-531-220	1	1.00	-	\$136.56
0083-581-270	1	1.00	-	\$136.56	0087-531-230	1	1.00	-	\$136.56
0083-582-010	1	1.00	-	\$136.56	0087-531-240	1	1.00	-	\$136.56
0083-582-020	1	1.00	-	\$136.56	0087-531-250	1	1.00	-	\$136.56
0083-582-030	1	1.00	-	\$136.56	0087-531-260	1	1.00	-	\$136.56
0083-582-040	1	1.00	-	\$136.56	0087-531-270	1	1.00	-	\$136.56
0083-582-050	1	1.00	-	\$136.56	0087-531-280	1	1.00	-	\$136.56
0083-582-060	1	1.00	-	\$136.56	0087-531-290	1	1.00	-	\$136.56
0083-582-070	1	1.00	-	\$136.56	0087-531-300	1	1.00	-	\$136.56
0083-582-080	1	1.00	-	\$136.56	0087-531-310	1	1.00	-	\$136.56
0083-582-090	1	1.00	-	\$136.56	0087-531-320	1	1.00	-	\$136.56
0083-582-100	1	1.00	-	\$136.56	0087-531-330	1	1.00	-	\$136.56
0083-582-110	1	1.00	-	\$136.56	0087-531-340	1	1.00	-	\$136.56
0083-582-120	1	1.00	-	\$136.56	0087-531-350	1	1.00	-	\$136.56
0083-582-130	1	1.00	-	\$136.56	0087-531-360	1	1.00	-	\$136.56
0083-582-140	1	1.00	-	\$136.56	0087-531-370	1	1.00	-	\$136.56
0083-582-150	1	1.00	-	\$136.56	0087-531-380	1	1.00	-	\$136.56
0083-582-160	1	1.00	-	\$136.56	0087-531-390	1	1.00	-	\$136.56
0083-582-170	1	1.00	-	\$136.56	0087-531-400	1	1.00	-	\$136.56
0083-582-180	1	1.00	-	\$136.56	0087-531-410	1	1.00	-	\$136.56
0087-521-010	1	1.00	-	\$136.56	0087-531-420	1	1.00	-	\$136.56
0087-521-020	1	1.00	-	\$136.56	0087-531-430	1	1.00	-	\$136.56
0087-521-030	1	1.00	-	\$136.56	0087-531-440	1	1.00	-	\$136.56
0087-521-040	1	1.00	-	\$136.56	0087-531-450	1	1.00	-	\$136.56
0087-521-050	1	1.00	-	\$136.56	0087-531-460	1	1.00	-	\$136.56
0087-521-060	1	1.00	-	\$136.56	0087-531-470	1	1.00	-	\$136.56
0087-521-070	1	1.00	-	\$136.56	0087-531-480	1	1.00	-	\$136.56
0087-521-080	1	1.00	-	\$136.56	0087-531-490	1	1.00	-	\$136.56
0087-521-090	1	1.00	-	\$136.56	0087-531-500	1	1.00	-	\$136.56
0087-521-100	1	1.00	-	\$136.56	0087-531-510	1	1.00	-	\$136.56
0087-521-110	1	1.00	-	\$136.56	0087-531-520	1	1.00	-	\$136.56
0087-521-120	1	1.00	-	\$136.56	0087-531-530	1	1.00	-	\$136.56
0087-521-130	1	1.00	-	\$136.56	0087-531-540	1	1.00	-	\$136.56

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APN	Zone	EBU	Acres	Assessment	APN	Zone	EBU	Acres	Assessment
0087-521-140	1	1.00	-	\$136.56	0087-531-550	1	1.00	-	\$136.56
0087-521-150	1	1.00	-	\$136.56	0087-531-560	1	1.00	-	\$136.56
0087-531-010	1	1.00	-	\$136.56	0087-540-010	1	1.00	-	\$136.56
0087-531-020	1	1.00	-	\$136.56	0087-540-020	1	1.00	-	\$136.56
0087-531-030	1	1.00	-	\$136.56	0087-540-030	1	1.00	-	\$136.56
0087-531-040	1	1.00	-	\$136.56	0087-540-040	1	1.00	-	\$136.56
0087-531-050	1	1.00	-	\$136.56	0087-540-050	1	1.00	-	\$136.56
0087-531-060	1	1.00	-	\$136.56	0087-540-060	1	1.00	-	\$136.56
0087-531-070	1	1.00	-	\$136.56	0087-540-070	1	1.00	-	\$136.56
0087-531-080	1	1.00	-	\$136.56	0087-540-080	1	1.00	-	\$136.56
0087-531-090	1	1.00	-	\$136.56	0087-540-090	1	1.00	-	\$136.56
0087-531-100	1	1.00	-	\$136.56	0087-540-100	1	1.00	-	\$136.56
0087-531-110	1	1.00	-	\$136.56	0087-551-010	1	1.00	-	\$136.56
0087-531-120	1	1.00	-	\$136.56	0087-551-020	1	1.00	-	\$136.56
0087-531-130	1	1.00	-	\$136.56	0087-551-030	1	1.00	-	\$136.56
0087-531-140	1	1.00	-	\$136.56	0087-551-040	1	1.00	-	\$136.56
0087-531-150	1	1.00	-	\$136.56	0087-551-050	1	1.00	-	\$136.56
0087-531-160	1	1.00	-	\$136.56	0087-551-060	1	1.00	-	\$136.56
0087-531-170	1	1.00	-	\$136.56	0087-551-070	1	1.00	-	\$136.56
0087-531-180	1	1.00	-	\$136.56	0087-551-080	1	1.00	-	\$136.56
0087-531-190	1	1.00	-	\$136.56	0087-551-090	1	1.00	-	\$136.56
0087-552-010	1	1.00	-	\$136.56	0088-230-010	1	1.00	-	\$136.56
0087-552-020	1	1.00	-	\$136.56	0088-230-020	1	1.00	-	\$136.56
0087-552-030	1	1.00	-	\$136.56	0088-230-030	1	1.00	-	\$136.56
0087-552-040	1	1.00	-	\$136.56	0088-230-040	1	1.00	-	\$136.56
0087-552-050	1	1.00	-	\$136.56	0088-230-050	1	1.00	-	\$136.56
0087-552-060	1	1.00	-	\$136.56	0088-230-060	1	1.00	-	\$136.56
0087-552-070	1	1.00	-	\$136.56	0088-230-070	1	1.00	-	\$136.56
0087-552-080	1	1.00	-	\$136.56	0088-230-080	1	1.00	-	\$136.56
0087-552-090	1	1.00	-	\$136.56	0088-230-090	1	1.00	-	\$136.56
0087-552-100	1	1.00	-	\$136.56	0088-230-100	1	1.00	-	\$136.56
0087-552-110	1	1.00	-	\$136.56	0088-230-110	1	1.00	-	\$136.56
0087-552-120	1	1.00	-	\$136.56	0088-230-120	1	1.00	-	\$136.56
0087-552-130	1	1.00	-	\$136.56	0088-230-130	1	1.00	-	\$136.56
0087-552-140	1	1.00	-	\$136.56	0088-230-140	1	1.00	-	\$136.56
0087-552-170	1	1.00	-	\$136.56	Sub-Total Zone	1	2196.00		\$299,885.76
0087-552-180	1	1.00	-	\$136.56					
0087-552-190	1	1.00	-	\$136.56	0080-291-090	2		1.56	\$1,005.84
0087-553-090	1	1.00	-	\$136.56	0080-291-100	2		8.03	\$5,177.50
0087-553-100	1	1.00	-	\$136.56	0080-291-110	2		5.17	\$3,333.46
0087-553-110	1	1.00	-	\$136.56	0080-291-120	2		12.62	\$8,137.00
0087-553-120	1	1.00	-	\$136.56	0080-291-130	2		12.63	\$8,143.44
0087-553-130	1	1.00	-	\$136.56	0080-292-110	2		1.5	\$967.16
0087-553-140	1	1.00	-	\$136.56	0080-301-160	2		9.33	\$6,015.70
0087-553-150	1	1.00	-	\$136.56	0080-301-220	2		9.89	\$6,376.76
0087-553-160	1	1.00	-	\$136.56	0080-301-200	2		3.73	\$2,404.98
0087-553-170	1	1.00	-	\$136.56	0080-301-210	2		9.6	\$6,189.78
0087-553-180	1	1.00	-	\$136.56	0080-302-040	2		4.08	\$2,639.66

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Landscape and Lighting Assessment District
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APN	Zone	EBU	Acres	Assessment	APN	Zone	EBU	Acres	Assessment
0087-553-190	1	1.00	-	\$136.56	0080-302-060	2	2.15		\$1,386.26
0087-553-200	1	1.00	-	\$136.56	0080-302-080	2	0.79		\$509.36
0087-553-210	1	1.00	-	\$136.56	0080-302-090	2	0.95		\$612.52
0087-553-220	1	1.00	-	\$136.56	0080-311-060	2	4		\$2,579.08
0088-070-250	1	1.00	-	\$136.56	0080-311-090	2	7.58		\$4,887.36
0088-070-260	1	1.00	-	\$136.56	0080-311-100	2	3.8		\$2,450.12
0088-070-270	1	1.00	-	\$136.56	0080-312-020	2	6		\$3,868.62
0088-070-280	1	1.00	-	\$136.56	0080-312-030	2	4.83		\$3,114.24
0088-070-290	1	1.00	-	\$136.56	0080-330-010	2	2.7		\$1,740.88
0088-070-300	1	1.00	-	\$136.56	0080-330-020	2	2.05		\$1,321.78
0088-070-310	1	1.00	-	\$136.56	0080-330-040	2	2.51		\$1,618.36
0088-070-320	1	1.00	-	\$136.56	0080-330-050	2	1.4		\$902.68
0088-070-330	1	1.00	-	\$136.56	0080-330-060	2	1.11		\$715.68
0088-070-340	1	1.00	-	\$136.56	0080-330-070	2	2.28		\$1,470.08
0088-070-350	1	1.00	-	\$136.56	0080-330-090	2	1.72		\$1,109.00
0088-070-360	1	1.00	-	\$136.56	0080-330-100	2	2.03		\$1,308.88
0088-070-370	1	1.00	-	\$136.56	Sub-Total Zone	2	124.04		\$79,977.18
0088-070-380	1	1.00	-	\$136.56					
0088-070-390	1	1.00	-	\$136.56					
0088-070-400	1	1.00	-	\$136.56	0080-320-380	3	5.98		\$646.32
0088-070-410	1	1.00	-	\$136.56	0080-320-390	3	8.93		\$965.14
0088-070-420	1	1.00	-	\$136.56	0080-320-400	3	11.16		\$1,206.16
0088-070-430	1	1.00	-	\$136.56	0080-320-410	3	10.94		\$1,182.40
0088-070-440	1	1.00	-	\$136.56	Sub-Total Zone	3	37.01		\$4,000.02
0088-070-450	1	1.00	-	\$136.56					
0088-070-460	1	1.00	-	\$136.56					
0088-070-470	1	1.00	-	\$136.56	0080-110-460	4	183.5		\$18,592.22
0088-070-480	1	1.00	-	\$136.56	0080-110-470	4	16.54		\$1,675.82
0088-070-490	1	1.00	-	\$136.56	0083-210-220	4	40.04		\$4,056.84
					0083-210-230	4	32.39		\$3,281.74
0086-410-200	5	COM	2.13	\$1,372.46	0087-230-140	4	3.89		\$394.12
0086-410-210	5	APTS	3.72	\$2,409.86	Sub-Total Zone	4	276.36		\$28,000.74
0086-410-260	5	COM	2.11	\$1,359.58					
0086-711-010	5	1.00	Condo	\$40.00	0086-731-140	5	1.00	-	\$40.00
0086-711-020	5	1.00	Condo	\$40.00	0086-731-150	5	1.00	-	\$40.00
0086-711-030	5	1.00	Condo	\$40.00	0086-731-160	5	1.00	-	\$40.00
0086-711-040	5	1.00	Condo	\$40.00	0086-731-170	5	1.00	-	\$40.00
0086-711-050	5	1.00	Condo	\$40.00	0086-731-180	5	1.00	-	\$40.00
0086-711-060	5	1.00	Condo	\$40.00	0086-731-190	5	1.00	-	\$40.00
0086-711-070	5	1.00	Condo	\$40.00	0086-731-200	5	1.00	-	\$40.00
0086-711-080	5	1.00	Condo	\$40.00	0086-731-210	5	1.00	-	\$40.00
0086-711-090	5	1.00	Condo	\$40.00	0086-731-220	5	1.00	-	\$40.00
0086-711-100	5	1.00	Condo	\$40.00	0086-731-230	5	1.00	-	\$40.00
0086-711-110	5	1.00	Condo	\$40.00	0086-731-240	5	1.00	-	\$40.00
0086-711-120	5	1.00	Condo	\$40.00	0086-732-010	5	1.00	-	\$40.00
0086-711-130	5	1.00	Condo	\$40.00	0079-020-400	5	COM	0.63	\$457.48
0086-711-140	5	1.00	Condo	\$40.00	0079-020-580	5	COM	0.61	\$386.62
0086-711-150	5	1.00	Condo	\$40.00					

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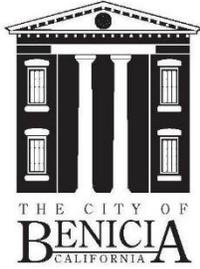
APN	Zone	EBU	Acres	Assessment	APN	Zone	EBU	Acres	Assessment
0086-711-160	5	1.00	Condo	\$40.00	0079-020-590	5	COM	1.62	\$256.92
0086-711-170	5	1.00	Condo	\$40.00	0079-020-600	5	COM	1.61	\$1,805.30
0086-711-180	5	1.00	Condo	\$40.00	0079-020-610	5	COM	0.44	\$231.68
0086-711-190	5	1.00	Condo	\$40.00	0086-712-040	5	1.00	-	\$40.00
0086-711-200	5	1.00	Condo	\$40.00	0086-712-050	5	1.00	-	\$40.00
0086-711-210	5	1.00	Condo	\$40.00	0086-712-060	5	1.00	-	\$40.00
0086-711-220	5	1.00	Condo	\$40.00	0086-712-070	5	1.00	-	\$40.00
0086-711-230	5	1.00	Condo	\$40.00	0086-712-080	5	1.00	-	\$40.00
0086-711-240	5	1.00	Condo	\$40.00	0086-712-090	5	1.00	-	\$40.00
0086-711-250	5	1.00	Condo	\$40.00	0086-712-100	5	1.00	-	\$40.00
0086-711-260	5	1.00	Condo	\$40.00	0086-712-110	5	1.00	-	\$40.00
0086-711-300	5	1.00	Condo	\$40.00	0086-712-120	5	1.00	-	\$40.00
0086-711-310	5	1.00	Condo	\$40.00	0086-712-130	5	1.00	-	\$40.00
0086-711-320	5	1.00	Condo	\$40.00	0086-712-140	5	1.00	-	\$40.00
0086-711-330	5	1.00	Condo	\$40.00	0086-712-150	5	1.00	-	\$40.00
0086-711-340	5	1.00	Condo	\$40.00	0086-712-160	5	1.00	-	\$40.00
0086-711-350	5	1.00	Condo	\$40.00	0086-712-170	5	1.00	-	\$40.00
0086-711-360	5	1.00	Condo	\$40.00	0086-712-180	5	1.00	-	\$40.00
0086-711-370	5	1.00	Condo	\$40.00	0086-712-190	5	1.00	-	\$40.00
0086-711-380	5	1.00	Condo	\$40.00	0086-712-200	5	1.00	-	\$40.00
0086-711-390	5	1.00	Condo	\$40.00	0086-712-210	5	1.00	-	\$40.00
0086-711-400	5	1.00	Condo	\$40.00	0086-712-220	5	1.00	-	\$40.00
0086-711-410	5	1.00	Condo	\$40.00	0086-712-230	5	1.00	-	\$40.00
0086-711-420	5	1.00	Condo	\$40.00	0086-712-240	5	1.00	-	\$40.00
0086-711-430	5	1.00	Condo	\$40.00	0086-712-250	5	1.00	-	\$40.00
0086-711-440	5	1.00	Condo	\$40.00	0086-712-260	5	1.00	-	\$40.00
0086-711-450	5	1.00	Condo	\$40.00	0086-712-270	5	1.00	-	\$40.00
0086-711-460	5	1.00	Condo	\$40.00	0086-712-280	5	1.00	-	\$40.00
0086-711-470	5	1.00	Condo	\$40.00	0086-712-290	5	1.00	-	\$40.00
0086-711-480	5	1.00	Condo	\$40.00	0086-712-300	5	1.00	-	\$40.00
0086-711-490	5	1.00	Condo	\$40.00	0086-712-310	5	1.00	-	\$40.00
0086-711-500	5	1.00	Condo	\$40.00	0086-712-320	5	1.00	-	\$40.00
0086-711-510	5	1.00	Condo	\$40.00	0086-712-330	5	1.00	-	\$40.00
0086-711-520	5	1.00	Condo	\$40.00	0086-712-340	5	1.00	-	\$40.00
0086-711-530	5	1.00	Condo	\$40.00	0086-712-350	5	1.00	-	\$40.00
0086-712-010	5	1.00	-	\$40.00	0086-712-360	5	1.00	-	\$40.00
0086-712-020	5	1.00	-	\$40.00	0086-712-370	5	1.00	-	\$40.00
0086-712-030	5	1.00	-	\$40.00	0086-712-380	5	1.00	-	\$40.00
0086-721-100	5	1.00	-	\$40.00	0086-712-390	5	1.00	-	\$40.00
0086-721-110	5	1.00	-	\$40.00	0086-712-400	5	1.00	-	\$40.00
0086-721-120	5	1.00	-	\$40.00	0086-712-410	5	1.00	-	\$40.00
0086-721-130	5	1.00	-	\$40.00	0086-712-420	5	1.00	-	\$40.00
0086-721-140	5	1.00	-	\$40.00	0086-712-430	5	1.00	-	\$40.00
0086-721-150	5	1.00	-	\$40.00	0086-712-440	5	1.00	-	\$40.00
0086-721-160	5	1.00	-	\$40.00	0086-712-450	5	1.00	-	\$40.00
0086-721-170	5	1.00	-	\$40.00	0086-712-460	5	1.00	-	\$40.00
0086-721-180	5	1.00	-	\$40.00	0086-712-470	5	1.00	-	\$40.00
0086-721-190	5	1.00	-	\$40.00	0086-712-480	5	1.00	-	\$40.00

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Harris & Associates

APN	Zone	EBU	Acres	Assessment	APN	Zone	EBU	Acres	Assessment
0086-721-200	5	1.00	-	\$40.00	0086-712-490	5	1.00	-	\$40.00
0086-722-010	5	1.00	-	\$40.00	0086-712-500	5	1.00	-	\$40.00
0086-722-020	5	1.00	-	\$40.00	0086-721-010	5	1.00	-	\$40.00
0086-722-030	5	1.00	-	\$40.00	0086-721-020	5	1.00	-	\$40.00
0086-722-040	5	1.00	-	\$40.00	0086-721-030	5	1.00	-	\$40.00
0086-722-050	5	1.00	-	\$40.00	0086-721-040	5	1.00	-	\$40.00
0086-722-060	5	1.00	-	\$40.00	0086-721-050	5	1.00	-	\$40.00
0086-722-070	5	1.00	-	\$40.00	0086-721-060	5	1.00	-	\$40.00
0086-722-080	5	1.00	-	\$40.00	0086-721-070	5	1.00	-	\$40.00
0086-722-090	5	1.00	-	\$40.00	0086-721-080	5	1.00	-	\$40.00
0086-722-100	5	1.00	-	\$40.00	0086-721-090	5	1.00	-	\$40.00
0086-722-110	5	1.00	-	\$40.00	0086-732-020	5	1.00	-	\$40.00
0086-722-120	5	1.00	-	\$40.00	0086-732-030	5	1.00	-	\$40.00
0086-722-130	5	1.00	-	\$40.00	0086-732-040	5	1.00	-	\$40.00
0086-722-140	5	1.00	-	\$40.00	0086-732-050	5	1.00	-	\$40.00
0086-722-150	5	1.00	-	\$40.00	0086-732-060	5	1.00	-	\$40.00
0086-722-160	5	1.00	-	\$40.00	0086-732-070	5	1.00	-	\$40.00
0086-722-170	5	1.00	-	\$40.00	0086-732-080	5	1.00	-	\$40.00
0086-722-180	5	1.00	-	\$40.00	0086-732-090	5	1.00	-	\$40.00
0086-722-190	5	1.00	-	\$40.00	0086-732-100	5	1.00	-	\$40.00
0086-722-200	5	1.00	-	\$40.00	0086-732-110	5	1.00	-	\$40.00
0086-731-010	5	1.00	-	\$40.00	0086-732-120	5	1.00	-	\$40.00
0086-731-020	5	1.00	-	\$40.00	0086-732-130	5	1.00	-	\$40.00
0086-731-030	5	1.00	-	\$40.00	0086-732-140	5	1.00	-	\$40.00
0086-731-040	5	1.00	-	\$40.00	0086-732-150	5	1.00	-	\$40.00
0086-731-050	5	1.00	-	\$40.00	0086-732-160	5	1.00	-	\$40.00
0086-731-060	5	1.00	-	\$40.00	0086-732-170	5	1.00	-	\$40.00
0086-731-070	5	1.00	-	\$40.00	0086-732-180	5	1.00	-	\$40.00
0086-731-080	5	1.00	-	\$40.00	0086-732-190	5	1.00	-	\$40.00
0086-731-090	5	1.00	-	\$40.00	0086-732-200	5	1.00	-	\$40.00
0086-731-100	5	1.00	-	\$40.00	0086-732-210	5	1.00	-	\$40.00
0086-731-110	5	1.00	-	\$40.00	0086-732-220	5	1.00	-	\$40.00
0086-731-120	5	1.00	-	\$40.00	0086-732-230	5	1.00	-	\$40.00
0086-731-130	5	1.00	-	\$40.00	0086-732-240	5	1.00	-	\$40.00
					Sub-Total Zone	5	188.00	12.87	\$15,799.90
					DISTRICT TOTAL				\$427,663.60



AGENDA ITEM
CITY COUNCIL MEETING DATE – JUNE 16, 2020
CONSENT CALENDAR

TO : City Manager
FROM : Fire Chief
SUBJECT : **CALIFORNIA FIRE ASSISTANCE AGREEMENT**

EXECUTIVE SUMMARY:

The California Fire Assistance Agreement (CFAA) provides systematic mobilization, organization, and operation of necessary fire and rescue resources through the California Fire and Rescue Mutual Aid System in mitigating the effects of disasters.

The CFAA (“Agreement”) is the negotiated reimbursement mechanism for local government fire agency responses, through the California Fire Services and Rescue Emergency Mutual Aid System. Cal OES, CAL FIRE, and the Federal Fire Agencies will generally use this Agreement for engines, water tenders, and overhead to address incidents once local agreement resources are exhausted, or where a local agreement is not in place.

RECOMMENDATION:

Move to adopt a resolution (Attachment 1) establishing a portal-to-portal compensation package for mutual aid personnel.

BUDGET INFORMATION:

All mutual aid costs will continue to be reimbursed per the California Fire Assistance Agreement utilizing “portal to portal” timekeeping.

BACKGROUND:

A California Fire Assistance Agreement Committee (“Committee”) was formed by Cal OES, for the purpose of negotiating the terms of the CFAA, and for maintenance of the Agreement. The Committee meets annually to establish the Base Administrative Rate, Personnel Base Rates, and Equipment Rates to become effective upon publication of the rate letter each year.

The CFAA requires any agency seeking reimbursement for its personnel for time worked around the clock, regardless of hours committed to the incident, to file a resolution or amend departmental memorandums of understanding to reflect that their personnel receive compensation from “portal to portal”.

The Benicia Fire Department currently receives portal-to-portal reimbursement. Adoption of the proposed resolution will keep Benicia in compliance with the provisions of the most current California Fire Assistance Agreement.

NEXT STEPS:

Upon approval of the resolution establishing portal-to-portal compensation for mutual aid personnel, staff will manage reimbursement claims through the California Fire Services Rescue and Emergency Mutual Aid System.

ALTERNATIVE ACTIONS:

If the proposed resolution is not adopted, Benicia will fall out of compliance with the provisions of the most current California Fire Assistance Agreement and become ineligible for reimbursement through the California Fire Services and Rescue Emergency Mutual Aid System.

General Plan	Goal 2.28 Improve and Maintain Public Facilities and Services
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Priority Based Budgeting	Strategic City Result Impacted by this Agenda Item
	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 type="checkbox"/> Protect & Enhance the Environment <input type="checkbox"/> High Performing Government
	City Programs Impacted by This Agenda Item (Top 3):
	<ol style="list-style-type: none"> 1. Emergency Response - Fire 2. Disaster Management 3. Fire and Emergency Services Equipment
	Priority Based Budgeting (PBB) Website:
	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.

CEQA Analysis	The Agreement Amendment does not constitute a project as defined by the California Quality Act Guidelines (CEQA). Section 15378 (b) (2) excludes continuing administrative activities, therefore this action is not subject to environmental review pursuant to CEQA Guidelines Section 15060 (c) (3).
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ATTACHMENT:

1. Resolution – Cal OES Mutual Aid Reimbursement

For more information contact: Josh Chadwick, Fire Chief

Phone: 707-746-4275

E-mail: jchadwick@ci.benicia.ca.us

RESOLUTION NO. 20-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA IDENTIFYING THE TERMS AND CONDITIONS FOR FIRE DEPARTMENT RESPONSE AWAY FROM THEIR OFFICIAL DUTY STATION AND ASSIGNED TO AN EMERGENCY INCIDENT, IN COMPLIANCE WITH THE MOST CURRENT CALIFORNIA FIRE ASSISTANCE AGREEMENT

WHEREAS, the Benicia Fire Department is a public agency located in the County of Solano, State of California; and

WHEREAS, it is the City of Benicia's desire to provide fair and legal payment to all its employees for time worked; and

WHEREAS, the Benicia Fire Department has in its employ fire suppression response personnel, including: Fire Chief, Division Chief, Fire Captain, Lieutenant, Engineer, Firefighter/Paramedic, and Firefighter; and

WHEREAS, the Benicia Fire Department will compensate its employees portal to portal while in the course of their employment and away from their official duty station and assigned to an emergency response; and

WHEREAS, the Benicia Fire Department will compensate its employees overtime in accordance with their Memorandum of Understanding while in the course of their employment and away from their official duty station and assigned to an emergency incident, in support of an emergency incident, or pre-positioned for emergency response.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Benicia does hereby set forth the following for compliance with the 2015 California Fire Assistance Agreement:

1. Personnel shall be compensated according to Memorandum of Understanding (MOU), Personnel Rules and Regulations, and/or other directive that identifies personnel compensation in the workplace.
2. In the event a personnel classification does not have an assigned compensation rate, a "Base Rate" as set forth in an organizational policy, administrative directive, or similar document will be used to compensate such personnel.
3. The Benicia Fire Department will maintain a current salary survey or acknowledgement of acceptance of the "Base Rate" on file with the California Governor's Office of Emergency Services, Fire Rescue Division.
4. Personnel will be compensated (portal to portal) beginning at the time of dispatch to the return to jurisdiction when equipment and personnel are in service and available for agency response.

5. Fire department suppression personnel include: Fire Chief, Division Chief, Fire Captain, Lieutenant, Engineer, Firefighter/Paramedic, and Firefighter.

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 16th day of June, 2020 by the following vote:

Ayes:

Noes:

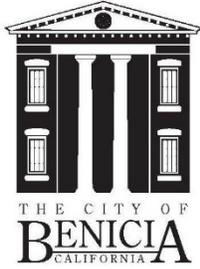
Absent:

Elizabeth Patterson, Mayor

Attest:

Lisa Wolfe, City Clerk

Date



**AGENDA ITEM
CITY COUNCIL MEETING DATE – JUNE 16, 2020
CONSENT CALENDAR**

TO : City Manager

FROM : Public Works Director

SUBJECT : **PURCHASE OF PUBLIC WORKS PRODUCTION SUPPLIES FOR FISCAL YEAR 2020-2021**

EXECUTIVE SUMMARY:

The purchase of crushed aggregate rock for repair and maintenance of City streets and utility pipelines is necessary in the day-to-day maintenance operations as well as the purchase of fittings and hardware for repair and maintenance of water distribution pipelines.

RECOMMENDATION:

Move to adopt the following resolutions for the FY 2020-2021 operating budget:

1. Authorizing the purchase of crushed aggregate rock for FY 2020-2021 from Syar Industries Inc. of Vallejo, California, for a not-to-exceed cost of \$56,000 (Attachment 1).
2. Authorizing the purchase of water distribution pipeline fittings and hardware for FY 2020-2021 from Pace Supply of Santa Rosa, California, for a not-to-exceed cost of \$75,000 (Attachment 2).

BUDGET INFORMATION:

The cost of purchasing crushed aggregate rock for FY 2020-2021 will not exceed \$56,000. Sufficient funds are budgeted and will be charged to Account No. 750-8021-7140 (Street Repairs) and (Water Service Repair) of the FY 2020-2021 operating budget.

The cost of purchasing water distribution pipeline fittings and hardware for FY 2020-2021 will not exceed \$75,000. Sufficient funds are budgeted and will be charged to Account No. 750-8021-7130 (Fittings and Hardware and Service Line Replacement) of the FY 2020-2021 operating budget.

BACKGROUND:

The Public Works Maintenance Division repairs and maintains City streets, water, sewer, and storm drain pipelines. Crushed aggregate rock is used to backfill excavations after work has been completed. City staff purchases the rock from Syar Industries Inc. to maintain inventory levels and for use on an as-needed basis.

Syar Industries Inc. on Lake Herman Road in Vallejo is the only manufacturer of crushed aggregate rock within a reasonable distance from Benicia; therefore, this is a sole source purchase. The next closest rock supplier is Esparto in Yolo County; however, only smooth river rock can be supplied, which does not meet City specifications for compaction. Further, the City receives reasonable delivery prices due to the close proximity of Syar and saves wear and tear on City dump trucks when staff must pick up the rock. In accordance with Benicia Municipal Code Section 3.08.090C, bid procedures are waived when the commodity can only be obtained via sole source procurement. Based on the total amount spent on this product last fiscal year, staff recommends purchasing crushed aggregate rock for FY 2020-2021 from Syar Industries Inc. for a not-to-exceed cost of \$56,000.

Fittings and Hardware

The distribution system consists of approximately 160 miles of pipelines that deliver drinking water from the water treatment plant to customers. The Public Works Maintenance Division repairs and maintains the water distribution pipelines. Products such as fittings, couplings, valves, clamps, nuts and bolts are needed for this work.

A Request for Quotation (RFQ) for fittings and hardware was sent to three qualified vendors in accordance with City policy. All three vendors responded. The quotes below represent the total cost for one of each type of fitting and hardware product since it is impossible for staff to determine exactly how many of each item they will need during a fiscal year.

<i>RANK</i>	<i>VENDOR'S NAME AND CITY</i>	<i>QUOTE</i>
1	Pace Supply Santa Rosa, CA	\$569.95
2	R & B Company Oakley, CA	\$759.34
3	Ferguson Waterworks Hayward, CA	Incomplete Response

Pace Supply is awarded the bid due to the City's specifications and was determined to be the lowest responsive and responsible bidder. We will be served by their Napa, CA office. The service from Pace Supply also includes emergency after-hour service. They will provide, locate and deliver parts to emergency job sites at all hours of the day and night if needed.

Based on the total amount spent on these products last fiscal year, staff recommends purchasing water distribution pipeline fittings and hardware for FY 2020-2021 from Pace Supply for a not-to-exceed cost of \$75,000 for the FY 22020-2021 budget.

NEXT STEPS:

If approved, continue to purchase materials for day-to-day maintenance operations.

ALTERNATIVE ACTIONS:

The only other option would be to buy rock, fittings, and hardware in small quantities, which would then be inefficient and more costly with added delivery fees.

General Plan	Goal 2.28: Improve and maintain public facilities and services
	Goal 2.36: Ensure an adequate water supply for current and future residents and businesses

Priority Based Budgeting	Strategic City Result Impacted by this Agenda Item
	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
	City Programs Impacted by This Agenda Item (Top 3):
	<ol style="list-style-type: none"> 1. Water Distribution System Maintenance 2. Maintenance and Repair of Asphalt Pavement 3. Asset Management
	Priority Based Budgeting (PBB) Website:
	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.

CEQA Analysis	This project is Categorical Exempt per CEQA Section 15301, Existing Facilities, which exempts operation, maintenance, and minor alteration of existing facilities and mechanical equipment involving negligible or no expansion of use.
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ATTACHMENTS:

1. Resolution - Purchase of Crushed Aggregate Rock
2. Resolution - Purchase of Fittings and Hardware

*For more information contact: William Tarbox, Public Works Director
 Phone: 707-746-4240
 E-mail: wtarbox@ci.benicia.ca.us*

RESOLUTION NO. 20-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA
AUTHORIZING THE PURCHASE OF CRUSHED AGGREGATE ROCK FOR FISCAL
YEAR 2020-2021 FROM SYAR INDUSTRIES, INC. OF VALLEJO, CALIFORNIA, FOR
A NOT-TO-EXCEED COST OF \$56,000**

WHEREAS, crushed aggregate rock is needed for staff to repair and maintain City streets and utility pipelines; and

WHEREAS, Syar Industries Inc. is the only manufacturer of crushed aggregate rock within a reasonable distance from Benicia; therefore, this purchase must be sole-sourced; and

WHEREAS, in accordance with Benicia Municipal Code Section 3.08.090C, bid procedures may be waived when the commodity can only be obtained from a sole source procurement.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Benicia does hereby approve the sole source purchase of crushed aggregate rock for FY 2020-2021 from Syar Industries Inc. of Vallejo, California, for a not-to-exceed cost of \$56,000. \$56,000 will be charged to Account No. 750-8021-7140 (Street Repairs) and (Water Service Repair) of the FY 2020-2021 budget.

BE IT FURTHER RESOLVED that the City Manager is authorized to sign the purchase orders 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 16th day of June, 2020 by the following vote:

Ayes:

Noes:

Absent:

Elizabeth Patterson, Mayor

Attest:

Lisa Wolfe, City Clerk

Date

RESOLUTION NO. 20-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA
AUTHORIZING THE PURCHASE OF WATER DISTRIBUTION PIPELINE FITTINGS
AND HARDWARE FOR FISCAL YEAR 2020-2021 FROM PACE SUPPLY OF SANTA
ROSA, CALIFORNIA, FOR A NOT-TO-EXCEED COST OF \$75,000**

WHEREAS, fittings and hardware are needed for City staff to repair and maintain water distribution pipelines; and

WHEREAS, a Request for Quotation (RFQ) for fittings and hardware was sent to three qualified vendors in accordance with City policy; and

WHEREAS, Pace Supply of Santa Rosa, California, was determined to be the lowest responsive and responsible bidder.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Benicia does hereby approve the purchase of water distribution pipeline fittings and hardware for FY 2020-2021 from Pace Supply of Santa Rosa, California, for a not-to-exceed cost of \$75,000. \$75,000 will be charged to Account No. 750-8021-7130 (Fittings and Hardware and Service Line Replacement), of the FY 2020-2021 budget.

BE IT FURTHER RESOLVED that the City Manager is authorized to sign the purchase orders 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 16th day of June, 2020 by the following vote:

Ayes:

Noes:

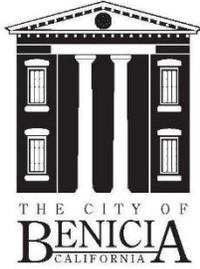
Absent:

Elizabeth Patterson, Mayor

Attest:

Lisa Wolfe, City Clerk

Date



**AGENDA ITEM
CITY COUNCIL MEETING DATE – JUNE 16, 2020
CONSENT CALENDAR**

TO : City Manager

FROM : Public Works Director

SUBJECT : **AWARD OF CHEMICAL PURCHASE ORDERS FOR WATER AND WASTEWATER TREATMENT FOR FISCAL YEAR 2020-2021**

EXECUTIVE SUMMARY:

This action allows the City of Benicia to purchase chemicals necessary for water and wastewater treatment for FY20/21. Since 1994, the City and other agencies in and around Solano, Napa, and Yolo counties used the group purchasing entity, North Bay Agency Chemical Pool (Chemical Pool), to obtain the best possible pricing through bulk purchasing. The City also solicits bids for specific polymer chemicals not included in the Chemical Pool solicitation process. Sufficient funds were budgeted in the operations accounts of the water treatment and wastewater treatment divisions to cover these costs.

RECOMMENDATION:

Move to adopt a resolution (Attachment 1) accepting the bids (Attachment 2) and approving purchase orders to the lowest responsive and responsible bidders for furnishing chemicals for water and wastewater treatment for FY20/21 and authorizing the City Manager or designee to sign the purchase orders on behalf of the City.

BUDGET INFORMATION:

The City budgets approximately \$355,000 annually for water treatment chemicals and approximately \$298,000 annually for wastewater treatment chemicals. Funding for the chemical purchases will be charged to Plant Chemical Account Nos. 7508020-7164 (Water Treatment) and 7108030-7164 (Wastewater Treatment).

BACKGROUND:

The City, along with the cities of Vallejo, Fairfield and Vacaville, formed the Chemical Pool group purchasing agency in 1994. Since 1994, the buying pool expanded to include 14 water and wastewater treatment agencies to obtain competitive pricing through joint purchasing. In general, bulk chemical purchasing is less expensive for the Chemical Pool even though pricing fluctuations occur at times primarily due to market forces, transportation and energy costs. Each year, the Chemical Pool conducts an open solicitation to provide chemicals most commonly used by members of the Chemical Pool.

Table 1. Results of Chemical Pool FY20/21 Solicitation.

Awarded Low Bidder	Chemical	Unit Cost	Water Cost FY 2020-21	Wastewater Cost FY 2020-21
Chemtrade Chemicals US	Aluminum Sulfate	\$375.00/dry ton	\$176,250	
Olin Corporation	Sodium Hydroxide (25%)	\$567.00/dry ton	\$34,020	\$10,000
Univar USA	Sodium Hydroxide (50%)	\$443.00/dry ton	\$79,740	
Thatcher Company, Inc.	Liquid Chlorine Gas	\$1,140.00/ton	\$20,520	
Olin Corporation	Sodium Hypochlorite (12.5%)	\$0.695/gallon (full load)		\$79,925
Kemira Water Solutions, Inc.	Ferric Chloride (43%)	\$810.00/dry ton		\$28,090
DuBois Chemicals, Inc.	Hydrofluosilicic Acid (24%)	\$385.04/dry ton	\$8,471	
Univar USA	Sodium Bisulfite (25%)	\$1.09/gallon		\$76,300

In addition to the above chemicals, the City needs specialized polymers for water treatment. These specialized chemicals are not procured through the Chemical Pool. On April 23, 2019, the City issued a Request for Bids to qualified chemical companies and posted it on the City's website. At the conclusion of the solicitation process, May 9, 2019, one responsive, responsible bid was received. This bid price for polymers covers FY19/20 and FY20/21.

Table 2. Cost of Specialized Chemicals not Included in the Chemical Pool Solicitation.

Awarded Low Bidder	Polymer Chemical	Unit Cost	Water Cost FY 2020-21	Wastewater Cost FY 2020-21
Polydyne Inc.	Clarifloc WE-284 (for wastewater treatment)	\$1.26/neat pound		\$40,830
Polydyne Inc.	Clarifloc C-378 (for water treatment)	\$0.65/neat pound	\$36,349	

NEXT STEPS:

If the resolution is approved, staff will begin processing purchase orders for the Water and Wastewater Treatment Plants.

ALTERNATIVE ACTIONS:

Purchasing chemicals without benefit of the Chemical Pool could result in higher chemical costs.

General Plan	<p>Goal 2.36: Ensure an adequate water supply for current and future residents and businesses</p> <p>Goal 2.38: Protect water quality</p> <p>Goal 2.39: Provide safe drinking water and improve its taste and odor</p>
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Priority Based Budgeting	Strategic City Result Impacted by this Agenda Item
	<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 checked="" type="checkbox"/> Protect Community Health & Safety</p> <p><input type="checkbox"/> Maintain & Enhance A High Quality of Life</p> <p><input type="checkbox"/> Preserve & Enhance Infrastructure</p> <p><input checked="" type="checkbox"/> Strengthen Economic & Fiscal Conditions</p> <p><input checked="" type="checkbox"/> Protect & Enhance the Environment</p> <p><input checked="" type="checkbox"/> High Performing Government</p>
	City Programs Impacted by This Agenda Item (Top 3):
	<p>1. Water Treatment Plant Operations</p> <p>2. Wastewater Treatment Plant Operations</p> <p>3. Water Quality Monitoring</p>
	Priority Based Budgeting (PBB) Website:
	<p>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.</p>

CEQA Analysis	<p>This activity does not meet the definition of a project as described in Title 14 of the California Code of Regulations, §15378(a).</p>
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ATTACHMENTS:

1. Resolution – Award of Chemical Purchase Orders for Water and Wastewater Treatment for FY20-21
2. Bid Summary (from Chemical Pool)

For more information contact: Kyle Ochenduszko, Deputy Public Works Director

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 ACCEPTING BIDS AND APPROVING PURCHASE ORDERS TO THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDERS FOR FURNISHING CHEMICALS FOR WATER AND WASTEWATER TREATMENT FOR FISCAL YEAR 2020-2021 AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO SIGN THE PURCHASE ORDERS ON BEHALF OF THE CITY

WHEREAS, the City of Benicia (City) formed the North Bay Agency Chemical Pool (Chemical Pool) in 1994 to procure water and wastewater treatment chemicals in bulk to save each agency money; and

WHEREAS, the Chemical Pool now consists of 14 agencies throughout Solano, Napa, and Yolo counties; and

WHEREAS, on April 7, 2020, the Chemical Pool solicited bids from qualified entities to provide chemicals. On May 5, 2020, the bids were opened and read aloud; and

WHEREAS, Benicia Municipal Code Section 3.08.090(I) allows the City to purchase supplies from vendors awarded by a bid by another governmental agency if said agency used procedures substantially the same as those normally used by the City; and

WHEREAS, the responsible bidders submitting the lowest responsive bids for the various chemicals were determined to be:

- a) Chemtrade Chemicals US for Aluminum Sulfate for a unit price of \$375.00/dry ton
- b) Olin Corporation for 25% Sodium Hydroxide for a unit price of \$567.00/dry ton
- c) Univar USA for 50% Sodium Hydroxide for a unit price of \$443.00/dry ton
- d) Thatcher Company, Inc. for Liquid Chlorine Gas for a unit price of \$1,140.00/ton
- e) Olin Corporation for Sodium Hypochlorite for a unit price of \$0.695/gallon
- f) Kemira Water Solutions, Inc. for Ferric Chloride for a unit price of \$810.00/dry ton
- g) DuBois Chemicals, Inc. for 24% Hydrofluosilicic Acid for a unit price of \$385.04/dry ton
- h) Univar USA for Sodium Bisulfite for a unit price of \$1.09/gallon
- i) Polydyne Inc. for Clarifloc WE-284 for a unit price of \$1.26/neat pound
- j) Polydyne Inc. for Clarifloc C-378 for a unit price of \$0.65/neat pound

NOW, THEREFORE, BE IT RESOLVED THAT the bids for chemicals listed above are hereby accepted.

BE IT FURTHER RESOLVED THAT the following suppliers will be issued a purchase order to furnish specified chemicals to the Water Treatment Plant (WTP) and the Wastewater Treatment Plant (WWTP):

- a) Chemtrade Chemicals US for Aluminum Sulfate in the amount of \$176,250 for the WTP
- b) Olin Corporation for 25% Sodium Hydroxide in the amount of \$34,020 for the WTP
- c) Olin Corporation for 25% Sodium Hydroxide in the amount of \$10,000 for the WWTP

- d) Univar USA for 50% Sodium Hydroxide in the amount of \$79,740 for the WTP
- e) Thatcher Company, Inc. for Liquid Chlorine Gas in the amount of \$20,520 for the WTP
- f) Olin Corporation for 12.5% Sodium Hypochlorite in the amount of \$79,925 for the WWTP
- g) Kemira Water Solutions, Inc. for 43% Ferric Chloride in the amount of \$28,090 for the WWTP
- h) DuBois Chemicals, Inc. for 24% Hydrofluosilicic Acid in the amount of \$8,471 for the WTP
- i) Univar USA for 25% Sodium Bisulfite in the amount of \$76,300 for the WWTP
- j) Polydyne Inc. for Polymer Clarifloc WE-284 in the amount of \$40,830 for the WWTP
- k) Polydyne Inc. for Polymer Clarifloc C-378 in the amount of \$36,349 for the WTP

BE IT FURTHER RESOLVED THAT the City Manager or designee is authorized to sign the purchase orders 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 16th day of June, 2020 by the following vote:

Ayes:

Noes:

Absent:

Elizabeth Patterson, Mayor

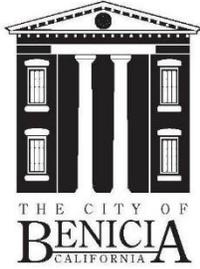
Attest:

Lisa Wolfe, City Clerk

Date

**NORTH BAY AGENCY CHEMICAL POOL (NBACP) - PRIMARY CHEMICAL BID RESULTS MAY 5, 2020
FY 2020-2021**

CHEMICAL VENDOR	ALUM	ACID ALUM	50% NaOH	25% NaOH	LOX	CO ₂	LIQUID Cl ₂ (GAS)		12.5% NaOCl		FERRIC	SODIUM BISULFITE	FLUORIDE	
	(Dry Ton)	(Dry Ton)	(Dry ton)	(Dry Ton)	(CCF)	lb	(1-ton Cylinder)		(gallon)	(gallon)	(Dry Ton)	(gallon)	(Dry Ton)	(adjusted)
	Full	Full	Full	Full	100%	100%	Full	Short	Full	Short	Full	Full	100%	24%
Univar			\$443.00	\$536.00					\$0.728	\$0.934		\$1.09	\$1,826.00	\$438.24
Brenntag			\$450.00	\$555.00										
Chemtrade	\$285.00	\$375.00												
Chemurgic											\$1.15			
DuBois													\$1,604.35	\$385.04
Kemira											\$810.00			
Olin			\$507.00	\$567.00					\$0.695	\$0.818				
Pennco											\$838.00			
Praxair						\$0.0700								
Thatcher	\$285.00	\$496.00						\$1,140.00			\$920.00			
Hasa									\$0.870	\$1.580				
Carus LLC														
FISCAL YEAR														
FY 20-21	\$285.00	\$375.00	\$443.00	\$567.00		\$0.07		\$1,140.00	\$0.70	\$0.82	\$810.00	\$1.09	\$1,604.35	\$385.04
FY 19-20	\$255.00	\$297.70	\$674.60	\$762.55	\$756.00	\$0.26	\$0.00	\$850.00	\$0.65	\$0.65	\$1.05	\$1,352.17	\$325.50	
FY 18-19	\$255.00	\$297.70	\$674.60	\$762.55	\$0.26	\$0.0506	\$0.00	\$850.00	\$0.65	\$0.65	\$756.00	\$1.05	\$1,352.17	\$325.50
FY 17-18	\$232.00	\$257.00	\$538.22	\$630.88	\$0.28	\$98.32	\$0.00	\$800.00	\$0.53	\$0.59	\$500.00	\$1.03	\$1,421.74	\$341.22
FY 16-17	\$229.00	\$229.00	\$395.00	\$444.06	\$0.27		\$615.00	\$645.00	\$0.47	\$0.57	\$438.78	\$0.94	\$1,661.00	\$398.64
FY 15-16	\$204.00	\$204.00	\$399.13	\$463.26	\$0.28		\$459.00	\$462.00	\$0.50	\$0.57	\$493.70	\$0.89	\$1,789.83	\$429.56
FY 14-15	\$184.00	\$184.00	\$445.00	\$483.80	\$0.27		\$519.00	\$555.00	\$0.51	\$0.58	\$517.00	\$0.91	\$2,065.21	\$495.65
FY 13-14	\$277.60	\$277.60	\$452.00	\$479.00	\$0.24		\$565.00	\$540.00	\$0.62	\$0.50	\$597.00	\$0.75	\$2,480.39	\$595.29
FY 12-13	\$398.00	\$398.00	\$475.00	\$505.00	\$0.21		\$565.00	\$540.00	\$0.58	\$0.48	No Bid	\$0.75	\$2,550.00	\$612.00



**AGENDA ITEM
CITY COUNCIL MEETING DATE – JUNE 16, 2020
CONSENT CALENDAR**

TO : City Manager

FROM : Community Development Director

SUBJECT : **APPROVAL OF AMENDMENT TO AGREEMENT WITH TRB & ASSOCIATES FOR BUILDING INSPECTION AND PLAN REVIEW SERVICES**

EXECUTIVE SUMMARY:

Approval of an amendment of the agreement with TRB & Associates is needed for ongoing building inspection, administrative support, and plan review services at a not-to-exceed amount of \$165,000, which represents a \$100,000 increase to the current agreement with TRB & Associates. This amount represents a contingency to cover services through the end of the year, in the event a permanent Building Inspector is not hired and plan check applications continue. The Community Development Department continues to need staff augmentation for building inspection, plan check, and administrative support. It is necessary to amend the current agreement to continue through December 31, 2020 and increase the amount for Fiscal Year 19-20 and 20-21.

RECOMMENDATION:

Move to adopt the resolution (Attachment 1) approving the amendment to the agreement (Attachment 2) with TRB & Associates for building inspection and plan review services.

BUDGET INFORMATION:

There is no anticipated budgetary impacts due to this increased contract amount in that the contract services for the Building Inspector would be paid from salary savings, since the budgeted Building Inspector position is currently vacant, and plan check services are paid through plan check application payments.

BACKGROUND:

In September 2016, the Community Development Department sent a Request for Qualifications (RFQ) to firms for professional consulting services for various Building Division services, including plan check and building inspection services. TRB & Associates was one of the firms selected to provide building inspection services to the Building Division. Additionally, Interwest Consulting Group was selected to provide building inspection services. From mid-January 2019 to November 2019, Interwest Consulting Group has primarily provided building inspection services, with TRB & Associates as the back-up firm.

In November 2019, Interwest Consulting Group no longer had building inspectors available to provide to the City while the Building Inspector I/II position remained vacant and which is still vacant. For this reason, TRB & Associates has become the primary firm providing building inspectors to the Community Development Department.

NEXT STEPS:

Upon approval by the City Council, a contract amendment will be executed to ensure no lapse in building inspection services.

ALTERNATIVE ACTIONS:

If no action is taken, the City will be unable to pay outstanding invoices owed to TRB & Associates and to continue to meet the needs of the public.

General Plan	Goal 2.28: Improve and maintain public facilities and services.
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Priority Based Budgeting	Strategic City Result Impacted by this Agenda Item
	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 type="checkbox"/> Protect & Enhance the Environment <input type="checkbox"/> High Performing Government
	City Programs Impacted by This Agenda Item (Top 3):
	<ol style="list-style-type: none"> 1. Residential and Multi Family Plan Review and Inspections 2. Commercial and Industrial Plan Review and Inspections 3. Permit Services
	Priority Based Budgeting (PBB) Website:
	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.

CEQA Analysis	The Agreement Amendment does not constitute a project as defined by the California Quality Act Guidelines (CEQA) Section 15378 (b) (2) which excludes continuing administrative activities, therefore this action is not subject to environmental review pursuant to CEQA Guidelines Section 15060 (c) (3).
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ATTACHMENTS:

1. Resolution – Amendment to Agreement with TRB & Associates
2. Amendment to Agreement with TRB & Associates

For more information contact: Brad Misner, Community Development Director

Phone: 707.746.4309

E-mail: BMisner@ci.benicia.ca.us

RESOLUTION NO. 20-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA APPROVING AN AMENDMENT TO THE AGREEMENT WITH TRB & ASSOCIATES FOR BUILDING INSPECTION AND PLAN REVIEW SERVICES AND AUTHORIZING THE CITY MANAGER TO SIGN THE AMENDMENT ON BEHALF OF THE CITY

WHEREAS, the City has utilized the staff augmentation services of TRB & Associates since Fiscal Year 18-19, due to position vacancies and increased workload in the Community Development Department; and

WHEREAS, the position of Building Inspector I/II remained vacant from January 2019 through February 2020 and is now vacant presently and there remains a need for assistance in conducting necessary and required building inspections and plan review services; and

WHEREAS, staff recommends approving an amendment to the agreement with TRB & Associates, which includes a \$100,000 increase, for an amended not-to-exceed amount of \$165,000, to continue the building inspection and plan review services through December 31, 2020; and

WHEREAS, in order to maintain inspection service levels, contract services are needed to augment City staffing; and

WHEREAS, TRB & Associates is the most capable in all material aspects to perform the contract requirements and is highly qualified to perform these services for the City.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Benicia does hereby approve the amendment to the agreement with TRB & Associates to continue building inspection and plan review services for the Community Development Department until December 31, 2020 for a not-to-exceed amount of \$165,000 and authorizes the City Manager to sign the amendment 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 16th day of June, 2020 by the following vote:

Ayes:

Noes:

Absent:

Elizabeth Patterson, Mayor

Attest:

Lisa Wolfe, City Clerk

Date

CONTRACT # ____ - _____

SECOND AMENDMENT TO AGREEMENT

This Second Amendment of the Agreement, entered into this ____ day of June, 2020 by and between the City of Benicia, a municipal corporation (hereinafter “CITY”) and TRB & Associates, a California corporation, with its primary office located at 3180 Crow Canyon Place, Suite 216, San Ramon, CA 94583, (hereinafter “CONTRACTOR”), is made with reference to the following:

RECITALS

- A. On August 14, 2019, an agreement was entered into by and between CITY and CONTRACTOR, (“Agreement”); and
- B. On February 25, 2020, this Agreement was modified with an amendment to the agreement (“First Amendment”), increasing the compensation and duration of the Agreement.
- C. CITY and CONTRACTOR desire to further 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. Paragraph 3 (Payment) of the Agreement and First Amendment is modified to increase payment amount to from \$65,000 to \$165,000.
- 2. Paragraph 5 (Term) of the Agreement and First Amendment is modified to extend contract for one additional year to December 31, 2021.
- 3. 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.

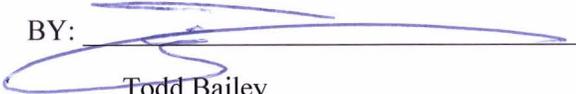
IN WITNESS WHEREOF, the parties hereto have caused this modification of Agreement to be executed on the day and year first above written.

[SIGNATURES ON THE FOLLOWING PAGE]

CONTRACTOR

CITY OF BENICIA
A Municipal Corporation

BY:


Todd Bailey
President
TRB & Associates

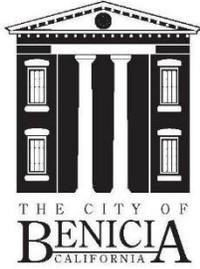
Lorie Tinfow
CITY MANAGER

RECOMMENDED BY:

Brad Misner
COMMUNITY DEVELOPMENT DIRECTOR

APPROVED AS TO FORM:

Benjamin L. Stock
CITY ATTORNEY



**AGENDA ITEM
CITY COUNCIL MEETING DATE – JUNE 16, 2020
CONSENT CALENDAR**

TO : City Council

FROM : City Clerk

SUBJECT : **RESOLUTION CALLING FOR THE PRESIDENTIAL GENERAL ELECTION ON NOVEMBER 3, 2020 AND FEES RELATED TO THAT ELECTION**

EXECUTIVE SUMMARY:

The proposed resolution meets the requirement of the Government Code, calling for a Presidential General Election, setting a date for that election, and identifying the officers of the City for which the election is proposed. It also continues the past practice of waiving statement fees for the candidates.

RECOMMENDATION:

Move to adopt the resolution (Attachment 1), calling and giving notice of the Presidential General Election to be held Tuesday, November 3, 2020, and waiving the fees to the candidates for publication of their statements.

BUDGET INFORMATION:

The Solano County Registrar of Voters has provided an estimate for the election at \$97,040 (plus the cost of waiving the filing fee). The County has published an estimated cost of \$5.00 per registered voter for all County elections. The projected cost of the election includes the waiving of the candidate filing fee of \$227.42 per candidate – estimated at \$2,274.20 for approximately 10 candidates. Waiving of these fees has been a past practice of the City in order to encourage citizens to participate in the electoral process.

The current FY 2020-21 budget for City Clerk elections services totals \$75,000. A budget adjustment for FY 2020-21 totaling \$24,400 to account 0101200-7030 (Elections Services) is requested to cover the estimated costs listed above.

Historically, the election cost has been lower than estimated, with a total cost between \$50,000-\$60,000.

BACKGROUND:

State law establishes the procedures and requirements for conducting elections. On November 3rd, the City will hold a Presidential General Election to fill one expiring Mayor seat, two

expiring City Council seats, one expiring City Clerk seat, and one expiring City Treasurer seat. Each of the seats will be for a four-year term. The nomination period for candidates is from July 13, 2020 to August 7, 2020. If an incumbent does not file by August 7, 2020, the nomination period is extended for non-incumbents to August 12, 2020.

NEXT STEPS:

The next step is adopting the resolution requesting election services from the County.

ALTERNATIVE ACTIONS:

None.

General Plan	The overarching goal is sustainability.
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Priority Based Budgeting	Strategic City Result Impacted by this Agenda Item
	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 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 type="checkbox"/> Protect & Enhance the Environment <input checked="" type="checkbox"/> High Performing Government
	City Programs Impacted by This Agenda Item (Top 3):
	<ol style="list-style-type: none"> 1. Elections Administration 2. Intergovernmental Relations 3. Administration
	Priority Based Budgeting (PBB) Website:
	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.

CEQA Analysis	The proposed resolution, which will set the date for an election and waive fees for candidates is exempt from CEQA as it is not a project as defined in CEQA Guidelines Section 15378. The proposed action will not result in direct or indirect physical changes in the environment.
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ATTACHMENTS:

1. Resolution – Calling for 2020 Presidential General Election

For more information contact: Lisa Wolfe, City Clerk

Phone: 707-746-7400

E-mail: lwolfe@ci.benicia.ca.us

RESOLUTION NO. 20-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA CALLING AND GIVING NOTICE OF THE HOLDING OF A PRESIDENTIAL GENERAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2020, FOR THE ELECTION OF ONE (1) MAYOR, TWO (2) CITY COUNCIL MEMBERS, ONE (1) CITY CLERK, AND ONE (1) CITY TREASURER AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES AND WAIVING THE FEES FOR CANDIDATES

WHEREAS, under the provisions of the laws relating to general law cities in the State of California, a Presidential General Election shall be held on the 3rd day of November, 2020, for the election of one (1) Mayor, two (2) City Council Members, one (1) City Clerk, and one (1) City Treasurer; and

WHEREAS, candidates for the office of City Council are required to file nomination papers for the office selected prior to the election.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Benicia does hereby resolve, declare, determine, and order as follows:

1. Pursuant to the requirements of the laws of the State of California relating to general law cities within the State, there shall be, and there is hereby called and ordered held in the City of Benicia, on the 3rd day of November, 2020, a Presidential General Election of the qualified electors of the City for the purpose of electing one (1) Mayor, two (2) City Council Members, one (1) City Clerk, and one (1) City Treasurer.
2. The \$227.42 cost for setup and printing of each Candidate's Statement will be borne by the City. The cost of printing the Statement of Qualifications in English and inspection costs to determine the accuracy and legal form of the nomination papers shall be borne by the City.
3. The polls will be open between the hours of 7:00 a.m. and 8:00 p.m.

BE IT FURTHER RESOLVED that a budget adjustment for FY 2020-21 in the amount of \$24,400 is approved to account 0101200-7030 (Election Services).

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 16th day of June, 2020 by the following vote:

Ayes:

Noes:

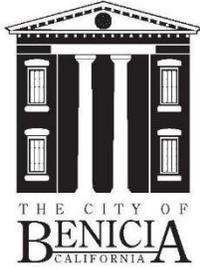
Absent:

Elizabeth Patterson, Mayor

Attest:

Lisa Wolfe, City Clerk

Date



**AGENDA ITEM
CITY COUNCIL MEETING DATE – JUNE 16, 2020
CONSENT CALENDAR**

TO : City Council

FROM : City Clerk

SUBJECT : **RESOLUTION PROVIDING FOR AND REQUESTING THE SOLANO COUNTY BOARD OF SUPERVISORS TO PERMIT THE REGISTRAR OF VOTERS TO PROVIDE SPECIFIED SERVICES IN CONNECTION WITH THE PRESIDENTIAL GENERAL ELECTION TO BE HELD NOVEMBER 3, 2020**

EXECUTIVE SUMMARY:

The proposed resolution, providing for and requesting the Board of Supervisors to permit the Registrar of Voters to provide specified services in connection with the Presidential General Election to be held November 3, 2020, is required pursuant to Elections Code Section 10002.

RECOMMENDATION:

Move to adopt the resolution (Attachment 1), which will enable the City of Benicia to obtain the services of the Registrar of Voters office in the November 3, 2020 Election.

BUDGET INFORMATION:

The Solano County Registrar of Voters has provided an estimate of \$97,040 for the November 3, 2020 Presidential General Election. The County has published an estimate of \$5.00/registered voter for all countywide elections. Currently, the City of Benicia has approximately 19,408 registered voters. The projected cost of the election includes the waiving of the candidate filing fee (\$227.42 per candidate – estimated at \$2,274.20 for approximately 10 candidates).

BACKGROUND:

The proposed resolution would provide for and request the Board of Supervisors of the County of Solano to permit the Registrar of Voters to provide the following services to the City of Benicia in connection with the Presidential General Election to be held November 3, 2020:

- a) Precinct consolidation, establishment of polling places, securing election officers, and preparing and mailing notices of appointment;
- b) Printing sample ballots, sample ballot envelopes, ballot measures, polling place cards, ballot arguments and mailing to registered voters;

- c) Printing of official ballots;
- d) Purchase precinct supplies and absent voter supplies;
- e) Provide for absentee voting at Office of Registrar of Voters, Election Division;
- f) Cartage of voting booths, ballots, ballot boxes and precinct supplies to precincts;
- g) Supervision and conduct of election;
- h) Tabulation of votes;
- i) Canvass the returns;
- j) Consolidate with any other election to be held on that date; and
- k) All things necessary or incidental to the above functions as may be requested from time to time by the City Clerk or as necessary to conduct the election in accordance with the Elections Code

The proposed resolution is required pursuant to Elections Code Section 10002.

NEXT STEPS:

N/A

ALTERNATIVE ACTIONS:

None.

General Plan	The overarching goal is sustainability.
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Strategic Plan	N/A
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CEQA Analysis	The proposed resolution, which relates to the Presidential General Election, is exempt from CEQA as it is not a project as defined in CEQA Guidelines Section 15378. The proposed action will not result in direct or indirect physical changes in the environment.
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ATTACHMENTS:

1. Resolution – Consolidation of the 2020 General Municipal Election
2. Registrar of Voters Fee Schedule

*For more information contact: Lisa Wolfe, City Clerk
 Phone: 707-746-7400
 E-mail: lwolfe@ci.benicia.ca.us*

RESOLUTION NO. 20-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA PROVIDING FOR AND REQUESTING THE SOLANO COUNTY BOARD OF SUPERVISORS TO PERMIT THE PRESIDENTIAL GENERAL ELECTION TO BE HELD NOVEMBER 3, 2020

WHEREAS, pursuant to Elections Code Section 10002, the Board of Supervisors of the County of Solano is hereby requested to permit the Registrar of Voters to provide the following services to the City of Benicia in connection with the conduct of the Presidential General Election to be held in the City of Benicia on November 3, 2020:

- a) Precinct consolidation, establishment of polling places, securing election officers, and preparing and mailing notices of appointment;
- b) Printing sample ballots, sample ballot envelopes, ballot measures, polling place cards, ballot arguments and mailing to registered voters;
- c) Printing of official ballots;
- d) Purchase precinct supplies and absent voter supplies;
- e) Provide for absentee voting at Office of Registrar of Voters, Election Division;
- f) Cartage of voting booths, ballots, ballot boxes and precinct supplies to precincts;
- g) Supervision and conduct of election;
- h) Tabulation of votes;
- i) Canvass the returns;
- j) Consolidate with any other election to be held on that date; and
- k) All things necessary or incidental to the above functions as may be requested from time to time by the City Clerk or as necessary to conduct the election in accordance with the Elections Code; and

WHEREAS, the City shall reimburse the County in full for services performed pursuant to this Resolution upon presentation of a bill to the City.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Benicia requests the Board of Supervisors permit the Registrar of Voters to provide specified services for a Presidential General Election to be held November 3, 2020.

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 16th day of June, 2020, and adopted by the following vote:

Ayes:

Noes:

Absent

Elizabeth Patterson, Mayor

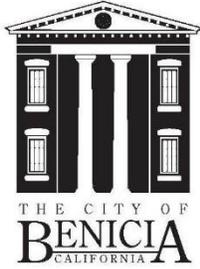
ATTEST:

Lisa Wolfe, City Clerk

Date

**SOLANO COUNTY REGISTRAR OF VOTERS FEE SCHEDULE
EFFECTIVE JULY 1, 2020 - JUNE 30, 2021**

REPORTS	
Custom Reports/Files	Actual Costs - \$33.60 per quarter hour & supplies (no minimum charge)
Voter File - Countywide (pre-made)	\$10.00 (includes disk charge)
Vote-by-Mail Voters File Subscription	\$220.00
Walking List (printed)	\$.50 per thousand names
GENERAL	
Certified Copy of Affidavit (Includes verification of voter look-up)	\$1.50
Copies (County Standard Rate)	\$.40 first page, \$.20 each additional page
FPPC and Campaign Statement Copies	\$.10 per page
FPPC and Campaign Statement Copies (5 years or older)	\$5.00 retrieval fee plus \$.10 per page
MAPS	
All production maps excluding Fairfield/Suisun	\$100.00
Production Map - Fairfield/Suisun	\$250.00
Custom Maps	\$33.60 per quarter hour plus direct material cost
ELECTION	
Deposit to conduct Special Election	\$4.00 per registered voter
Notice of Intent to Circulate Petition	\$200.00
Staff Time Billable Hourly Rate - Election Support	Employee weighted hourly rate + 76.6% overhead
Election Cost Estimates (Cost per voter)	General Election \$5.00 Primary Election \$7.00 Stand alone mail ballot election \$10.00 Stand alone precinct election \$15.00



**AGENDA ITEM
CITY COUNCIL MEETING – JUNE 16, 2020
CONSENT CALENDAR**

TO : City Manager

FROM : Public Works Director

SUBJECT : **AWARD OF CONSTRUCTION CONTRACT FOR THE FY 19/20 CITYWIDE MICRO-SURFACING PROJECT**

EXECUTIVE SUMMARY:

The FY 19/20 Citywide Micro-surfacing Project will provide for the preservation and protection of several streets in Benicia by the application of a micro-surfacing pavement treatment.

RECOMMENDATION:

Move to adopt a resolution (Attachment 1) accepting the bids for the FY 19/20 Citywide Micro-surfacing Project; awarding the construction contract (Attachment 2) to Graham Contractors, Inc. of San Jose, CA, the lowest responsive and responsible bidder, in the amount of \$1,098,305.15; and authorizing the City Manager to sign the contract and any change orders on behalf of the City in an amount not-to-exceed \$1,263,050.92, which includes a 15% construction contingency of \$164,745.77.

BUDGET INFORMATION:

The annual Citywide Street Resurfacing Program is identified in the five-year Capital Improvement Program adopted by the City Council on May 28, 2019. The FY 19/20 project, advertised for bids as the Citywide Micro-surfacing Project, was subject to a budget adjustment when the City Council adopted Resolution No. 20-16 on February 18, 2020.

The total construction cost is \$1,263,050.92, which includes the bid of \$1,098,305.15 and a 15% contingency of \$164,745.77. Based on the City Council’s budget adjustment and the low bid, the FY 19/20 Citywide Micro-surfacing Project is sufficiently funded.

Proposed Project Budget

Solid Waste Franchise Fee (Acct. No. 4158010-7087)	\$160,000.00
Senate Bill 1/RMRA (Acct. No. 3118050-7087).....	\$57,925.00
Measure C (Acct. No. 4258050-7087)	<u>\$1,045,125.92</u>
Total Proposed Project Budget	<u>\$1,263,050.92</u>

Proposed Project Expenditures

Construction Contract	\$1,098,305.15
Construction Contingency (15%)	\$164,745.77
Total Proposed Project Expenditures	\$1,263,050.92

BACKGROUND:

The City’s Pavement Management Program (PMP) evaluates and applies cost-effective pavement treatments to nearly 200 lane miles of City streets. The purpose of the Citywide Street Resurfacing Program, an annual City Council-approved Capital Improvement Program project, is to deliver an annual pavement treatment project pursuant to the PMP.

Over the past four years, the City programmed micro-surfacing projects for streets with pavements rated as good/fair condition in the PMP. Micro-surfacing is one type of pavement treatment that consists of the application of asphalt emulsion and aggregate (very small crushed rock) to an asphalt-paved road to help preserve and protect the underlying pavement structure and provide a new driving surface.

It is typical for local agencies to contract out micro-surfacing/paving work due to the high cost of owning and maintaining pavement equipment, and managing pavement staff. Owning, maintaining, and running a pavement program may require an initial cost of \$1,300,000.00 in equipment, with a fully loaded ongoing (annual) cost of \$870,000.00 in personnel cost and \$155,000.00 in maintenance cost. At this time, it is more feasible to contract micro-surfacing work than to perform the work by City staff.

The FY 19/20 Citywide Micro-surfacing Project consists of replacing existing pavement striping and markers, repairing the pavement structure (dig-outs), crack sealing and micro-surfacing of approximately 1,331,660 square feet of streets at various locations throughout the City (See Attachment 3).

The Notice to Bidders was advertised in the Contra Costa Times and Benicia Herald for three (3) weeks; bid documents, which include the project specifications, were distributed on the BP Express Project website in May 2020; and to ensure a successful bid opening during the current economy impacted by the COVID-19 pandemic, staff called nine (9) paving contractors and informed them of the project.

On May 19, 2020, five bids were received, see below, and staff determined that Graham Contractors, Inc. is the lowest responsive and responsible bidder.

BID RESULTS		
Rank	Bidder Name and City	Bid Amount
1	Graham Contractors, Inc. of San Jose, CA	\$1,098,305.15
2	Dryco Construction, Inc. of Sacramento, CA	\$1,177,622.00

3	Intermountain Slurry Seal, Inc. of Reno, NV	\$1,181,181.00
4	VSS International, Inc. of West Sacramento, CA	\$1,127,000.00
5	American Asphalt, Inc. of Hayward, CA	\$1,520,360.15

NEXT STEPS:

If the City Council adopts the resolution, the contractor has ten (10) working days to execute a construction contract with the City, deliver appropriate insurance documents, and provide the necessary bonds for construction. After these requirements are met, the Public Works Department will issue a Notice to Proceed; work is scheduled to start at the end of June 2020.

ALTERNATIVE ACTIONS:

The City Council may choose to not award this contract, which would prevent the construction of the FY 19/20 Citywide Micro-surfacing Project.

General Plan	Goal 2.20: Provide a balanced street system to serve automobiles, pedestrians, bicycles, and transit
	Goal 2.28: Improve and maintain public facilities and services

Priority Based Budgeting	Strategic City Result Impacted by this Agenda Item
	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
	City Programs Impacted by This Agenda Item (Top 3):
	<ol style="list-style-type: none"> 1. Pavement Management Program 2. Capital Improvement Program 3. Asset Management
	Priority Based Budgeting (PBB) Website:
	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.

ATTACHMENTS:

1. Resolution - FY 19/20 Citywide Micro-surfacing Project
2. Construction Contract – Graham Contractors, Inc.
3. List of Micro-surfacing Streets

*For more information contact: William Tarbox, Public Works Director
Phone: 707-746-4240
E-mail: wtarbox@ci.benicia.ca.us*

RESOLUTION NO. 20-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA ACCEPTING THE BIDS FOR THE FY 19/20 CITYWIDE MICRO-SURFACING PROJECT; AWARDED TO GRAHAM CONTRACTORS, INC. OF SAN JOSE, CA, IN THE AMOUNT OF \$1,098,305.15; AND AUTHORIZING THE CITY MANAGER TO SIGN THE CONTRACT AND ANY CHANGE ORDERS ON BEHALF OF THE CITY IN AN AMOUNT NOT-TO-EXCEED \$1,263,050.92, WHICH INCLUDES A 15% CONTRUCTION CONTINGENCY OF \$164,745.77

WHEREAS, the Public Works Department advertised the Notice to Bidders for the FY 19/20 Citywide Micro-surfacing Project on April 29, 2020 and May 13, 2020 in the Contra Costa and on May 6, 2020 and May 10, 2020 in the Benicia Herald; and

WHEREAS, the bid documents, which includes the project specifications, were distributed on the BP Express Project website in May 2020; and

WHEREAS, five (5) bids were received and opened on May 19, 2020 as listed in the table below; and

Rank	Bidder Name and City	Bid Amount
1	Graham Contractors, Inc. of San Jose, CA	\$1,098,305.15
2	Dryco Construction, Inc. of Sacramento, CA	\$1,177,622.00
3	Intermountain Slurry Seal, Inc. of Reno, NV	\$1,181,181.00
4	VSS International, Inc. of West Sacramento, CA	\$1,127,000.00
5	American Asphalt, Inc. of Hayward, CA	\$1,520,360.15

WHEREAS, Graham Contractors, Inc. of San Jose, CA, was the lowest responsive and responsible bidder in the amount of \$1,098,305.15; and

WHEREAS, sufficient funding is available and budgeted in the Solid Waste Franchise Fee, Senate Bill 1/RMRA and Measure C accounts; and

WHEREAS, the project is categorically exempt under the California Environmental Quality Act (CEQA) pursuant to Section 15301(c) of the CEQA guidelines.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Benicia hereby accepts the bids and awards the construction contract to Graham Contractors, Inc. of San Jose, CA, in the amount of \$1,098,305.15 for the FY 19/20 Citywide Micro-surfacing Project.

BE IT FURTHER RESOLVED THAT the City Manager is hereby authorized to sign the construction contract and any change orders up to 15%, in an amount not-to-exceed \$1,263,050.92.

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 16th day of June, 2020 by the following vote:

Ayes:

Noes:

Absent:

Elizabeth Patterson, Mayor

Attest:

Lisa Wolfe, City Clerk

Date

CITY OF BENICIA (OWNER)

250 East L Street, Benicia, CA 94510

CONSTRUCTION AGREEMENT

CITYWIDE RESURFACING PROJECT NO. MC- 028-2019-20, Agreement No. [____], DATE: _____

Identification of Contractor.

CONTRACTOR: Graham Contractors, Inc.

LICENSE NO:

Scope of The Work. See Scope of Work attached as Appendix A.

Compensation for Work. Contractor's total compensation for the Work performed under this Agreement (Contract Sum) is \$ 1,098,305.15, to be paid as: (1) lump sum; (2) lump sum with progress payments; (3) per attached schedule of rates and charges, up to a guaranteed not-to-exceed amount of \$ _____. All payments: shall shall not be subject to a five percent retention.

Contractor's hourly rates are listed in Exhibit A, Scope of Work and Cost Proposal. In the event payments to Contractor equal the "not to exceed" amount, and absent a written modification to this Agreement signed by the The City, Contractor shall complete all services required under this Agreement without further compensation or cost reimbursement.

Schedule of Performance for the Work. Contractor shall commence and complete the Work by the following dates:

Commencement Date shall be on the date established in the Notice to Proceed. The City reserves the right to modify or alter the Commencement Date of the Work.

Substantial Completion Date: Within 100 calendar days of Commencement Date.

Final Completion Date: Within 30 calendar days of Substantial Completion.

Liquidated Damage Amounts.

As liquidated damages for delay Contractor shall pay The City \$500.00 for each Day that expires after the time specified herein for Contractor to achieve Substantial Completion of the entire Work, until achieved.

As liquidated damages for delay Contractor shall pay The City \$950.00 for each Day that expires after the time specified herein for Contractor to achieve Final Completion of the entire Work, until achieved.

Scope of Liquidated Damages

Contractor and The City agree that because of the nature of the Project, it would be impractical or extremely difficult to fix the amount of such actual damages incurred by The City because of a delay in completion of all or any part of the Work. Contractor and The City agree that specified measures of liquidated damages shall be presumed to be the amount of such damages actually sustained by The City, and that because of the nature of the Project, it would be impracticable or extremely difficult to fix the actual damages.

Liquidated damages for delay shall cover administrative, overhead, interest on bonds, and general loss of public use damages suffered by The City as a result of delay. Liquidated damages shall not cover the cost of completion of the Work, damages resulting from Defective Work, lost revenues or costs of substitute facilities, or damages suffered by others who then seek to recover their damages from The City (for example, delay claims of other contractors, subcontractors,

tenants, or other third-parties), and defense costs thereof. The City may deduct from any money due or to become due to Contractor subsequent to time for completion of entire Work and extensions of time allowed pursuant to provisions hereof, a sum representing then-accrued liquidated damages.

Terms and Conditions.

Contractor shall perform the Work in accordance with the terms and conditions of this Agreement and the following attachments (together, Contract Documents):

Appendix A – Scope of Work

Appendix B – General Conditions

Appendix C – Insurance

Appendix D – Construction Performance Bond

Appendix E – Construction Labor and Materials Payment Bond

Appendix F – Supplemental Conditions, if applicable

The Contract Documents are the sole and exclusive provisions that govern the Work described herein. Any provision contained in any purchase order issued in connection with this Agreement or the Work described herein shall be null and void and shall have no force or effect.

Agreement number must appear on all invoices and correspondence. Send invoices in duplicate immediately upon performance of Work ordered hereon to:

City of Benicia
250 East L Street
Benicia, CA 94510

CITY OF Benicia:

By: _____
Lorie Tinfow, City Manager

ATTEST:

By: _____
Lisa Wolfe, City Clerk

APPROVED AS TO FORM:

By: _____
Ben Stock, City Attorney

CONTRACTOR

Name: GRAHAM CONTRACTORS, INC.

By: [Signature]
(signature)

CITY OF BENICIA (OWNER)

250 East L Street, Benicia, CA 94510

CONSTRUCTION AGREEMENT

CITYWIDE RESURFACING PROJECT NO. MC- 028-2019-20, Agreement No. [____], DATE: _____

Its: PRESIDENT
Title (If Corporation: Chairman, President or Vice President)

By: [Signature]
(signature)

Its: V.P.
Title (If Corporation: Chairman, President or Vice President)

1099 INFORMATION

Contractor Taxpayer I.D. No.: 94-2328452
Incorporated: Yes No

Appendix A to Construction Agreement
SCOPE OF WORK

The work consists of furnishing all labor, materials, tools, equipment, transportation, and services necessary to perform the construction and installation of the following: removal of existing striping, markings, and pavement markers; installation of new striping, markings, and pavement markers; oil deposit removal; micro-surfacing; resident/business coordination; traffic control; protection and cleaning of utility/monument covers and manholes; jobsite cleanliness; and other items not specifically mentioned herein, and doing all appurtenant work in place and ready for use.

TECHNICAL SPECIFICATIONS:

<u>SPECIFICATION SECTION</u>	<u>SECTION DESCRIPTION</u>
SECTION 10	CONSTRUCTION DETAILS
10-1.01	ORDER OF WORK
10-1.02	MOBILIZATION
10-1.03	DUST CONTROL
10-1.04	STREET SURFACE CLEANING
10-1.05	WATER POLLUTION CONTROL
10-1.06	DAMAGE REPAIR
10-1.07	PROGRESS SCHEDULE
10-1.08	OBSTRUCTIONS
10-1.09	TRAFFIC CONTROL SYSTEM
10-1.10	TEMPORARY PAVEMENT DELINEATION
10-1.11	PORTABLE CHANGEABLE MESSAGE SIGNS
10-1.12	CLEAR AND GRUB
10-1.13	MATERIALS TESTING
10-1.14	REMOVAL OF OIL DEPOSITS
10-1.15	REMOVE TRAFFIC STRIPES AND PAVEMENT MARKINGS
10-1.16	REMOVE PAVEMENT MARKERS
10-1.17	CLEANUP
10-1.18	MICRO-SURFACING
10-1.19	RUBBER TIRE ROLLING
10-1.20	TRAFFIC STRIPES AND PAVEMENT MARKINGS
10-1.21	PAVEMENT MARKERS

(End of Appendix A)

Appendix B to Construction Agreement

GENERAL CONDITIONS

ARTICLE 1 TERMS OF PERFORMANCE

Construction Services Agreement (Agreement) Force and Effect. The provisions of the Agreement and other Contract Documents constitute the entire agreement between the Contractor and The City regarding the Work described herein. No representation, term or covenant not expressly specified in the Contract Documents shall, whether oral or written, be a part of this agreement. The Agreement and other Contract Documents shall govern the Work described herein (whenever performed), and shall supersede all other purchase orders and agreements between Contractor and The City, and any proposal, with respect to the Work described herein.

No Modification or Waiver. The Contract Documents may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved by fully authorized representatives of The City and Contractor. Contract Documents headings are for convenience only and do not affect the construction of the Contract Documents.

Performance of Work/No Assignment. Time is of the essence in the performance of the Work. Contractor will perform the Work in a skillful and workmanlike manner; comply fully with criteria established by The City, and with applicable laws, codes, and all applicable industry standards. Contractor shall maintain its work area in a clean and sanitary condition, clear debris and trash at the end of each work day, and shall not damage or disrupt any property unless specifically part of the scope of the Agreement. Contractor shall not contract any portion of the Work or otherwise assign the Agreement without prior written approval of The City, and any assignment without The City's prior written approval shall be null and void. (Contractor shall remain responsible for compliance with all terms of the Contract Documents, regardless of the terms of any such assignment.) The Contractor shall permit The City (or its designees) access to the work area, Contractor's shop, or any other facility, to permit inspection of the Work at all times during construction and/or manufacture and fabrication. The granting of any progress payment, and any inspections, reviews, approvals or oral statements by any The City representative, or certification by any governmental entity, shall in no way limit Contractor's obligations under the Contract Documents. Either party's waiver of any breach, or the omission or failure of either party, at any time, to enforce any right reserved to it, or to require strict performance of any provision of the Contract Documents, shall not be a waiver of any other right to which any party is entitled, and shall not in any way affect, limit, modify or waive that party's right thereafter to enforce or compel strict compliance with every provision hereof. The City shall have, at all times, set-off rights with respect to any payment and Contractor's failure to perform the terms of the Contract Documents.

LEGAL AND MISCELLANEOUS

Records and Payment Requests. Contractor shall submit all billings with all necessary invoices or other appropriate evidence of proper performance, after which The City shall make payment within thirty (30) calendar days. Upon The City's written request, Contractor shall make available to The City, its authorized agents, officers, or employees, any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the Work or the expenditures and disbursement charged to The City, and all correspondence, internal memoranda, calculations, books and accounts, records documenting its Work under the Agreement, and invoices, payrolls, timecards, records and all other data related to matters covered by the Agreement. Contractor shall furnish to The City, its authorized agents, officers, or employees, such other evidence or information as The City may require with regard to the Work or any such expenditure or disbursement charged by Contractor. Contractor shall maintain all such documents and records prepared by or furnished to Contractor during the course of performing the Work for at least five years following completion of the Work, except that all such items pertaining to hazardous materials shall be maintained for at least thirty (30) years. Contractor shall permit The

City to audit, examine and make copies, excerpts and transcripts from such records. The State of California or any federal agency having an interest in the subject of the Agreement shall have the same rights conferred to The City by this section. Such rights shall be specifically enforceable.

Independent Contractor. Contractor is an independent Contractor and does not act as The City's agent in any capacity, whatsoever. Contractor is not entitled to any benefits that The City provides to The City employees including, without limitation, insurance, worker's compensation benefits or payments, pension benefits, health benefits or insurance benefits. Terms within the Contract Documents regarding directives apply to and concern the result of the Contractor's provision of Work not the means, methods, or scheduling of the Contractor's Work. Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures with respect to its provision of Work under the Contract Documents. Contractor shall pay all payroll taxes imposed by any governmental entity and will pay all other federal, state, or local taxes not specifically identified in the Contract Documents as The City's responsibility.

Indemnity/Liability. Contractor shall defend, indemnify, and save harmless, to the fullest extent permitted by law, the The City and each of its council members, officers, directors, representatives, agents, employees, and volunteers (**The City Indemnities**), against all claims, suits, actions, loss, cost, damage, expense, and liability arising from or related to bodily injury to or death of any person or damage to any property, or resulting from any breach and/or Contractor's negligence in performing the Work pursuant to the Contract Documents. Notwithstanding any provision of the Contract Documents, The City shall not be liable to Contractor or anyone claiming under it, in contract or tort, for any special, consequential, indirect or incidental damages arising out of or in connection with the Contract Documents or the Work. The City's rights and remedies, whether under the Agreement or other applicable law, shall be cumulative and not subject to limitation. Contractor's obligations to defend, indemnify, and save harmless the The City Indemnities are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained within this Agreement. Contractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.

Defective Work; Warranties. Contractor warrants that all construction services shall be performed in accordance with generally accepted professional standards of good and sound construction practices, all Contract Documents requirements, and all laws, codes, standards, licenses, and permits. Contractor warrants that all materials and equipment shall be new, of suitable grade of their respective kinds for their intended uses, and free from defects. Contractor hereby grants to The City for a period of one year following the date of completion its unconditional warranty of the quality and adequacy of all of the Work including, without limitation, all labor, materials and equipment provided by Contractor and its Subcontractors of all tiers. If either prior to completion of the Work, or within one year after completion, any Work (completed or incomplete) is found to violate any of the foregoing warranties (**Defective Work**), Contractor shall promptly, without cost to The City and in accordance with The City's written instructions, correct, remove and replace the Defective Work with conforming Work, and correct, remove and replace any damage to other Work or other property resulting therefrom. If Contractor fails to do so, Contractor shall pay all of The City's resulting claims, costs, losses and damages. Where Contractor fails to correct Defective Work, or defects are discovered outside the correction period, The City shall have all rights and remedies granted by law.

Compliance with Laws; Conflict of Interests. Contractor agrees to comply with all applicable federal and state laws, regulations and policies, as amended, including those regarding discrimination, unfair labor practices, anti-kick-back, collusion, and the provisions of the

Appendix B to Construction Agreement

GENERAL CONDITIONS

Americans with Disability Act. Contractor, its officer, partners, associates, agents, and employees, shall not make, participate in making, or in any way attempt to use the position afforded them by the Contract Documents to influence any governmental decision in which he or she knows or has reason to know that he or she has a financial interest under applicable state, federal and local conflict of interest regulations. Contractor warrants that no person or agency has been employed or retained to solicit or obtain the Agreement upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. Contractor shall not engage in unlawful employment discrimination including, but not limited to, discrimination based upon a person's race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship, sexual orientation, or sexual identity as prohibited by state or federal law.

Termination; Suspension; Disputes. The City may direct Contractor to terminate, suspend, delay, interrupt or accelerate Work, in whole or in part, for such periods of time as The City may determine in its sole discretion. The City will issue such directives in writing, and may do so, in whole or in part, for its convenience or due to Contractor's fault. The City will compensate Contractor for extra costs resulting from such directives only to the extent that The City issues such directives for its convenience and not due to Contractor's fault (but The City shall not compensate Contractor for costs, profit or overhead anticipated to be earned or incurred on Work terminated for The City's convenience.) Contractor shall continue its Work throughout the course of any dispute, and Contractor's failure to continue Work during a dispute shall be a material breach of the Contract Documents. All claims by Contractor against The City shall be submitted in writing to The City, and shall be governed by Public Contract Code Sections 9204 and 20104 - 20104.6, after which time the one year time period in Government Code Section 911.2 shall be, pursuant to Government Code Section 930.2, reduced to 90 calendar days. Should Contractor be terminated for default, and such termination is subsequently determined to be wrongful, such termination will be converted to a termination for convenience as provided herein.

Execution; Venue; Limitations. The Agreement shall be deemed to have been executed in City of Benicia, California. Enforcement of the Contract Documents shall be governed by the laws of the State of California, excluding its conflict of laws rules. Except as expressly provided in the Contract Documents, nothing in the Contract Documents shall operate to confer rights or benefits on persons or entities not party to the Agreement. As between the parties to the Agreement, any applicable statute of limitations for any act or failure to act shall commence to run on the date of The City's issuance of the final Certificate for Payment, or termination of the Contract Documents, whichever is earlier, except for latent defects, for which the statute of limitation shall begin running upon discovery of the defect and its cause.

Employee Wages; Records; Apprentices. Contractor shall pay prevailing wages to its employees on any contract in excess of \$1,000.00. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are on file at the City's Public Works Department and may be obtained from the California Department of Industrial Relations website [<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>]. Contractor shall comply with the 8-hours per day/40 hours per week/overtime/working hours restrictions for all employees, pursuant to the California Labor Code. Contractor and all subcontractors shall keep and maintain accurate employee payroll records for Work performed under the Agreement. The payroll records shall be certified and submitted as required by law, including Labor Code Sections 1771.4 (if applicable) and 1776, including to the Labor Commissioner no less frequently than monthly. Contractor shall comply fully with

Labor Code Section 1777.5 in the hiring of apprentices for work relating to the Agreement. If the Agreement exceeds \$2,000 and is funded with federal funds, then Contractor shall pay federal Davis Bacon wages and comply with applicable federal requirements.

Mandatory Contractor and Subcontractor Registration. Pursuant to Labor Code Section 1771(a), Contractor represents that it and all of its Subcontractors are currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Contractor covenants that any additional or substitute Subcontractors will be similarly registered and qualified.

Worker's Compensation. Pursuant to Labor Code Sections 1860 and 1861, in accordance with the provisions of Section 3700 of the Labor Code, every contractor will be required to secure the payment of compensation to his employees. Contractor represents that it is aware of the provisions of Labor Code Section 3700 that 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 Contractor shall comply with such provisions before commencing the performance of the Work.

Construction Performance Bond; Construction Labor and Materials Payment Bond; Securities in Lieu of Retention Escrow Account.

If Contract Sum under the Agreement exceeds (or is expected to exceed) **\$25,000**, Contractor shall provide a construction performance bond in form attached hereto as Appendix D - Construction Performance Bond and a construction labor and material payment bond, in accordance with Civil Code Section 9550 and in form attached hereto Appendix E - Construction Labor and Materials Payment Bond. Contractor may not substitute cash in lieu of the required bond(s).

If the Agreement specifies performance retention, Contractor may elect to substitute securities or direct payment to an escrow account, pursuant to Public Contract Code Section 22300 (incorporated herein by this reference).

Earthwork and Underground Facilities. If the Work involves digging trenches or other excavations that extend deeper than four feet below the surface, Contractor shall notify The City in writing of any material that Contractor believes may be hazardous waste that is required to be removed in accordance law, subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids, or unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents, pursuant to Section 7104 of the Public Contract Code. For any Work involving trench shoring that costs in excess of \$25,000, Contractor shall submit and The City (or a registered civil or structural engineer employed by The City) must accept, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches, pursuant to Labor Code Section 6705. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. Consistent with Government Code Section 4215, as between The City and Contractor, The City will be responsible for the timely removal, relocation, or protection of existing main or trunk line utility facilities located on the Site only if such utilities are not identified in the Contract Documents or information made available for bidding.

Public Records Act. Contractor is aware that this Agreement and any documents provided to the The City may be subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of the Contractor to clearly identify information in those documents it considers to be confidential under the California Public Records Act. To the extent that The City agrees

Appendix B to Construction Agreement

GENERAL CONDITIONS

with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

Claims.

Should any clarification, determination, action or inaction by The City, Work, or any other event, in the opinion of Contractor, exceed the requirements of or not comply with Contract Documents, or otherwise result in Contractor seeking additional compensation in time or money or damages for any reason (collectively "Disputed Work"), then Contractor and The City will make good faith attempts to resolve informally any and all such issues, claims and/or disputes. Before commencing the Disputed Work, or within seven (7) Calendar Days after Contractor's first knowledge of the Disputed Work, whichever is earlier, Contractor shall file a written notice and cost proposal for the Disputed Work with City stating clearly and in detail its objection and reasons for contending the Work or interpretation is outside the requirements of Project Documents. If a written notice and cost proposal for Disputed Work is not issued within this time period, or if Contractor proceeds with the Disputed Work without first having given the notice required by this paragraph, Contractor shall waive its rights to further claim on the specific issue.

The City will review Contractor's timely notice and cost proposal for Disputed Work and provide a decision. If, after receiving the decision, Contractor disagrees with it or still considers the Work required of it to be outside of the requirements of Project Documents, it shall so notify The City, in writing, within seven Days after receiving the decision, by submitting a notice of potential claim, stating that a formal claim will be issued. Within 30 Days of receiving the decision, Contractor shall submit its claim in the form specified herein and all arguments, justification, cost or estimates, schedule analysis, and detailed documentation supporting its position. Contractor's failure to furnish notification within seven Days and all justifying documentation within 30 Days will result in Contractor waiving its right to the subject claim.

Claim Format

A. Contractor shall submit the claim justification in the following format:

Cover letter and certification;

Summary of claim, including underlying facts, entitlement, schedule analysis, quantum calculations, Project provisions supporting relief;

List of documents relating to claim including Specifications, Drawings/Plans clarifications/requests for information, schedules, notices of delay, cost calculations and any others;

Chronology of events and correspondence:

Analysis of claim merit;

Analysis of claim cost; and

Attach supporting documents referenced in paragraph 2.14.C.1(c), above.

Required Provisions on Contract Claim Resolution

Public Contract Code Section 9204 specifies provisions on resolving contract claims of any size, and Public Contract Code Section 201014, et seq., specifies required provisions on resolving contract claims less than \$375,000. Those statutes constitute a part of this Contract. In the event any other Contract provision violates such statutes, the applicable statute controls.

(End of Appendix B)

Appendix B to Construction Agreement

GENERAL CONDITIONS

1. Commercial General Liability Insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Contractor's general liability policies shall be primary and shall not seek contribution from the City's coverage and be endorsed using Insurance Services Office form CG 20 10 (or equivalent) to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies. For construction projects, an endorsement providing completed operations coverage for the additional insured, ISO form CG 20 37 (or equivalent), is also required. Any failure to comply with reporting provisions of the policies by Contractor shall not affect coverage provided the City. Coverage shall state that Contractor insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage shall contain a waiver of subrogation in favor of the City.

Business Automobile Liability Insurance. Contractor shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01 (or equivalent) with a limit of no less than two million dollars (\$2,000,000) per accident.

Workers' Compensation Employers' Liability. Contractor shall maintain Worker's Compensation Insurance and Employer's Liability insurance coverage with limits of at least one million dollars (\$1,000,000). Contractor shall submit to City, along with the certificate of insurance, a waiver of subrogation endorsement in favor of City, its officers, agents, employees, and volunteers. In the event Contractor self-insures (only with the City's approval), it shall furnish Certificate of Permission to Self-Insured signed by Department of Industrial Relations Administration of Self-Insurance, State of California.

All Coverages

Each insurance policy required by the agreement shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in limits except after thirty (30) days' prior written notice has been given to the City, except that ten (10) days' prior written notice shall apply in the event of cancellation for nonpayment of premium.

All self-insurance, self-insured retentions, and deductibles must be declared and approved by the City.

Evidence of Insurance - Prior to commencement of work, the Contractor shall furnish the City with certificates, additional insured endorsements, and waivers of subrogation evidencing compliance with the insurance requirements above. The Contractor must agree to provide complete, certified copies of all required insurance policies if requested by the City.

Acceptability of Insurers - Insurance shall be placed with insurers admitted in the State of California and with an AM Best rating of A-VII or higher.

Subcontractors and Consultants - A category of risk and the applicable insurance requirements will be determined on a "per subcontractor" or "per consultant" basis, considering the particular work to be done by the subcontractor or consultant and the interrelationship of that work to other work being conducted by the Contractor.

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

(End of Appendix C)



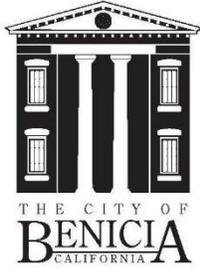
Public Works Department

Engineering Division
250 East "L" Street | Benicia | CA | 94510
707.746.4240

STREET LIST

**CITYWIDE MICRO-SURFACING PROJECT
PROJECT NO. MC-028-2019-20**

Hastings Drive (Solano Drive to Zinnia Court)
Panorama Drive (Southampton Road to Rose Drive)
Park Road (Stone Road to East 2nd Street)
Industrial Way (Bayshore Road to 600' West of Teal Drive)
East 2nd Street (East D Street to East F Street)
East H Street (East 2nd Street to East 5th Street)
East I Street (East 2nd Street to East 3rd Street)
East 3rd Street (East K Street to East L Street)
East I Street (East 5th Street to East 6th Street)
East L Street (East 6th Street to East 7th Street)
Lake Herman Road (City Limits to East 2nd Street)



**AGENDA ITEM
CITY COUNCIL MEETING DATE – JUNE 16, 2020
CONSENT CALENDAR**

TO : City Manager

FROM : Public Works Director

SUBJECT : **APPROVAL OF TASK ORDER NO. 2 WITH COASTLAND CIVIL ENGINEERING, INC. FOR CONSTRUCTION INSPECTION SERVICES OF THE FY 19/20 CITYWIDE MICRO-SURFACING PROJECT**

EXECUTIVE SUMMARY:

This action approves Task Order Number 2 (Attachment 2) of the Master Professional Agreement (Attachment 3) for construction inspection services for the FY 19/20 Citywide Micro-surfacing Project, which includes pre-construction site visit and documentation, daily field inspections and documentation, and project closeout.

RECOMMENDATION:

Move to adopt a resolution (Attachment 1) approving Task Order Number 2 with Coastland Civil Engineering, Inc. (Attachment 2) for construction inspections services for the FY 19/20 Citywide Micro-surfacing Project in the amount of \$77,300 and authorizing the City Manager to sign the task order on behalf of the City.

BUDGET INFORMATION:

The total cost of Task Order Number 2 for Construction Inspection Services is \$77,300 and funds are available from Measure C, account number 4258050-7008 (Project Number 810005).

BACKGROUND:

The City has four (4) on-call consultants that provide construction inspection services. Of the four, staff identified two that have recent, satisfactory and related City of Benicia experience: Stantec Consulting Services, Inc. (Stantec) and Coastland Civil Engineering, Inc. (Coastland).

On April 27, 2020, staff contacted Stantec and Coastland and requested proposals for the FY 19/20 Citywide Micro-surfacing Project. Subsequently, staff reviewed the proposals and found that Coastland is the more qualified consultant based on staff's satisfaction of how their proposed inspector satisfactorily inspected the most recent paving project, 2019 Street Resurfacing Project, and their proposed scope of services is appropriate for the micro-surfacing project.

Accordingly, staff has determined that Coastland has the capacity and experience and recommends that the City Council approve the task order with Coastland Civil Engineering, Inc. for construction inspection services for the FY 19/20 Citywide Micro-surfacing Project at a cost of \$77,300.

NEXT STEPS:

If approved, proceed with inspection services of the FY 19/20 Citywide Micro-surfacing Project.

ALTERNATIVE ACTIONS:

If the task order is not approved, this project will not have the oversight of a qualified construction inspector.

General Plan	Goal 2.20: Provide a balanced street system to serve automobiles, pedestrians, bicycles, and transit
	Goal 2.28: Improve and maintain public facilities and services

Priority Based Budgeting	Strategic City Result Impacted by this Agenda Item
	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
	City Programs Impacted by This Agenda Item (Top 3):
	<ol style="list-style-type: none"> 1. Maintenance and Repair of Asphalt Pavement 2. Capital Improvement Program 3. Engineering Services
	Priority Based Budgeting (PBB) Website:
	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.

CEQA Analysis	The Amendment to the Agreement does not constitute a project as defined by the California Quality Act Guidelines (CEQA) Section 15378 (b) (2) which excludes continuing administrative activities, therefore this action is not subject to environmental review pursuant to CEQA Guidelines Section 15060 (c) (3).
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ATTACHMENTS:

1. Resolution – Construction Inspection Services FY19-20 Citywide Micro-surfacing Project
2. Task Order No. 2 with Coastland Civil Engineering, Inc.
3. Master Professional Agreement, November 1, 2019

For more information contact: William Tarbox, Public Works Director

Phone: 707-746-4240

E-mail: wtarbox@ci.benicia.ca.us

RESOLUTION NO. 20-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA APPROVING TASK ORDER NUMBER 2 WITH COASTLAND CIVIL ENGINEERING, INC. FOR CONSTRUCTION INSPECTION SERVICES FOR THE FY 19/20 CITYWIDE MICRO-SURFACING PROJECT

WHEREAS, the City of Benicia has four on-call consultants that provide construction inspection services; and

WHEREAS, staff identified Stantec Consulting Services, Inc. and Coastland Civil Engineering, Inc. of the City's four on-call consultants as having the most recent, satisfactory and related City of Benicia experience; and

WHEREAS, on April 27, 2020, Public Works Department staff requested proposals from Stantec Consulting Services, Inc. and Coastland Civil Engineering, Inc.; and

WHEREAS, staff reviewed the proposals from Stantec Consulting Services, Inc. and Coastland Civil Engineering, Inc. and determined that Coastland Civil Engineering, Inc. has the capacity and experience to perform these services; and

WHEREAS, Task Order 2 will provide construction inspection services for the FY 19/20 Citywide Micro-surfacing Project; and

WHEREAS, funds are available from Measure C, account number 4258050-7008 in the amount of \$77,300; and

WHEREAS, staff recommends approval of Task Order No. 2 in the amount of \$77,300 for inspection services.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Benicia does hereby approve Task Order Number 2 with Coastland Civil Engineering, Inc. in the amount of \$77,300 and authorizes the City Manager to execute the Task Order 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 16th day of June, 2020 by the following vote:

Ayes:

Noes:

Absent:

Elizabeth Patterson, Mayor

Attest:

Lisa Wolfe, City Clerk

Date

CONTRACT # ___ - ___ - ___

**TASK ORDER NO. 2
COASTLAND CIVIL ENGINEERING, INC.
INSPECTION SERVICES FOR 2020 CITYWIDE MICROSURFACING PROJECT**

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 **November 1, 2019**.

2. SCOPE OF WORK

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

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 **November 1, 2019**. The cost of the work authorized by this TASK ORDER is per “**Rate Schedule**”, attached as **Exhibit A**, not to exceed **\$77,300**. 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 **Inspection Services** dated **November 1, 2019**, between the City of Benicia and **Coastland Civil Engineering, Inc.** are incorporated herein by reference.

EXECUTED this **16th** day of **June**, 2020.

CONTRACTOR

BY: 

Title: CEO

CITY OF BENICIA
A Municipal Corporation

Lorie Tinfow
CITY MANAGER

APPROVED AS TO FORM:

Benjamin L. Stock
CITY ATTORNEY

Exhibit A



COASTLAND
CIVIL ENGINEERING - CONSTRUCTION MANAGEMENT - BUILDING DEPARTMENT SERVICES

April 29, 2020

Danny Urrutia, E.I.T., Assistant Engineer
City of Benicia – Public Works Department
Public Works Department
250 East “L” Street
Benicia, CA 94510

RE: Proposal for Construction Inspection Services for Citywide Microsurfacing 2020 Project,
Project No. 20-01

Dear Danny,

In response to your request, please find this letter proposal outlining the scope of services and anticipated budget to provide inspection services for the Citywide Microsurfacing 2020 Project, Project No. 20-01. We are excited about the opportunity to work with you again and are confident that our proposal addresses the needs of the City.

PROJECT BACKGROUND/UNDERSTANDING

Based on review of provided project documents and our discussion, we understand that the project in the southeast portion of Benicia at 10 different locations involves removal of existing striping, markings and pavement markers, oil deposit removal, placement of microsurfacing, installation of new striping and pavement markers. As the project is adjacent to homes and businesses, , resident/business coordination and traffic control will be very important throughout the job.

The City plans to evaluate the bid values of the 20-01 Citywide Microsurfacing 2020 Project and may elect to approve an additional Bid Alternative that adds microsurfacing Lake Herman Road to the project. The 20-01 Citywide Microsurfacing 2020 Project has a contract duration of 30 working days and the Lake Herman Road Bid Alternative has a contract duration of 20 working days. If the City elects to proceed with both projects, it is possible that 2 inspectors will be necessary to protect the City’s interests and ensure the work is of good quality and meets the requirements of the contract documents.

The City will perform the roles of Project/Construction Manager. Coastland will provide inspection services as detailed below to create a cohesive and effective team to promote project success.

APPROACH

Coastland’s overall approach to performing inspection focuses on teaming with City forces and taking a partnership approach with the Contractor to produce a high quality and cost-effective project. Our inspector(s) will keep the City informed regarding costs, changes, public relations,

Santa Rosa
1400 Neotomas Avenue
Santa Rosa, CA 95405
Tel: 707.571.8005

Auburn
11641 Blocker Drive, Ste. 170
Auburn, CA 95603
Tel: 530.888.9929

Pleasant Hill
3478 Buskirk Avenue, Ste. 1000
Pleasant Hill, CA 94523
Tel: 925.233.5333

Fairfield
324 Campus Lane, Ste. A
Fairfield, CA 94534
Tel: 707.702.1961

and construction progress. We will coordinate closely with the City and property owners for the entire project duration. From the onset of the project, we will establish the lines of communication and decision-making roles with all project stakeholders.

SCOPE OF WORK

Based on our understanding of the projects, our proposed scope of services is as follows:

TASK 1 – PRE-CONSTRUCTION SITE VISIT AND DOCUMENTATION

Coastland will attend the pre-construction meeting. We will also document pre-project site conditions and take pre-construction digital photos of the construction site with special attention given to sensitive areas including any private residences and businesses adjacent to the project. Documenting the site prior to construction will help mitigate possible disputes between the City, contractor and property owners within or adjacent to the project limits. These photos will be logged and filed with the project files.

TASK 2 – DAILY FIELD INSPECTIONS AND DOCUMENTATION

A critical aspect of our services is maintaining close communication with City staff and the contractor to ensure scheduling goals are met. To help maintain close communication, Coastland's inspector(s) will be accessible to the City at all times at the project site and through the use of email and cellular phones. Coastland's on-site inspector(s) will examine all construction activities to ensure that the contract work adheres to the contract documents, City standards and the established schedule.

We will maintain records and provide documentation of the work in the form of daily reports, weekly summary of construction activities, deficiency lists, and progress photographs of construction activities. Daily reports will describe the contractor's level of effort, specific work being done, started, or finished, and relevant points raised by the contractor that may require consideration and response. We will also document proposed change orders and claims, important conversations, safety issues or accidents, extra work in progress, materials testing performed, information for record drawings, quantities for progress payments, environmental concerns and hazardous materials.

Coastland will continually review the construction progress and quality and perform field measurements and quantity calculations to support progress payments. Each month, Coastland will provide calculations for all work items completed to provide progress payment recommendations to the City. Coastland will review the contractor's progress pay estimate request and schedule of values to assess if they are reasonable and will compare this to the field measurements and quantity calculations. We will continually monitor project costs and keep the City regularly informed.

Our inspector(s) will provide a digital photo logbook of construction activities, progress, and areas of concern or interest. The photo log will be compiled on a portable storage device (USB drive) and will identify the location and date of each photo. The log will be maintained through the duration of the project to assure continuity from one week to the next and will be submitted to the City at the close of the project.



At the onset of the project we will review the specifications and plans in detail. Throughout the project we will refer to the contract documents to ensure the work is of good quality and meets the requirements of the contract documents. Coastland will immediately report any deviation from the approved contract documents and work closely with the City to remedy and deficiencies or unacceptable work.

Our inspector(s) will identify actual and potential problems and work to provide effective solutions. We will maintain daily documentation and resolve issues by proposing field changes as appropriate to avoid any delays.

Our inspector(s) will monitor the Contractor's traffic control to make certain that appropriate access is maintained during construction.

In summary, our inspector's responsibilities include:

- Represent the City in ensuring that the contract documents are followed throughout the term of the project.
- Participate in regular meetings called by the City's Project/Construction Manager.
- Be attentive to the interest of the City.
- Daily inspection of the contractor's work for conformance to the contract documents, codes, regulations, and City standards.
- Prepare and submit daily inspection reports that document all job site activities.
- Serve as a daily contact for the contractor as to performance of the construction.
- Respond promptly to City requests.
- Verify construction material quantities.
- Monitor traffic control procedures.
- Distribute City-supplied notifications to impacted public regarding the status of construction.
- Document construction activities with photographs and maintain a photo log.
- Respond to calls from the public promptly and log any complaints in a timely manner.
- Work overtime as needed to assure presence on site during all construction activities.
- Document and maintain field files containing construction period correspondences, changes, discussions with contractor, memos, reports, and other pertinent items.

TASK 3 – PROJECT CLOSEOUT

Coastland will verify completion of punch list items, assist with the issuance of the notice of completion, prepare recommendations for final acceptance of the project, review record drawings for accuracy and completeness, and transmit all construction documentation to the City. At the completion of the project, we will provide the City with the following:

- All contract files and records (hard & electronic files)
- Annotated journal of photos and flash drive of digital photos

PROJECT SCHEDULE

We understand that proper inspection is a priority for the City. Work is anticipated to commence after the last day of school in June 2020 and be complete before the start of the new school year in August



2020. The Lake Herman bid alternate, if awarded, shall commence after it is chip sealed by the City of Benicia.

STAFFING

Coastland has served the inspection needs of many Northern California public agencies. Some of our current clients include Antioch, Belmont, Burlingame, Piedmont, Galt, Lincoln, Santa Rosa, Cotati and Marin and Sonoma counties. These and many other clients have returned to Coastland many times over to support their needs on additional projects. Our long-term client relationships (some stretching 20+ years) attests to client confidence and satisfaction. Coastland's proposed team members have an abundance of experience in inspection of public works projects and will provide focused expertise and the immediate resources necessary to support the City.

Our approach to staffing this project will be to utilize our Senior Public Works Inspector, Mark Billings. Mark has recently performed inspection services on the City of Benicia's 2019 Street Resurfacing Project and is currently providing inspections for the PW #19-05: Bayshore Rd./E. J & K Streets Sewer Relining project. Mark has over 20 years of experience in the construction industry with an emphasis on capital improvement inspection and oversight including pavement, water mains, sewer main lift stations, steel water tanks and storm water inspection and compliance. His responsibilities have included contract bidding, construction and closeout, project management, review and approval of change orders and contract progress payments, assuring compliance with Caltrans documentation requirements, reviewing and approving prevailing wage requirements and conducting employee interviews.

Due to the potential of project scope expansion and the City of Benicia Water Treatment Plant Utility Water System Improvement Project, Project No. PW #18-12 occurring during the same timeframe, we have also included resumes for additional inspectors who will be available to augment our services to Benicia in the event Mark is not available.

Our inspection team is from our Fairfield office and their current billing rates are summarized below. Resumes are attached for each of these employees.

Mark Billings	Public Works Inspector	\$140/hr
Rosario Romo Vasquez	Public Works Inspector	\$140/hr
Jaime Hernandez	Public Works Inspector	\$140/hr
Juan Trupp	Public Works Inspector	\$140/hr
Inspector Vehicle		\$15/hr

ESTIMATED COST

Based on the Scope of Work, we have prepared two comprehensive Work Estimates that identify staffing rates, total hours and costs per task and direct expenses for both the 20-01 Citywide Microsurfacing 2020 Project and Bid Alternative – Lake Herman Road. Inspector rates are in compliance with current California General Prevailing Wage Rate Determinations.

We propose to provide our services on a time-and-materials basis with a not-to-exceed amount. Our proposal is based on a project duration of 30 and 20 working days respectively as outlined in our work estimates. We are planning to provide full-time inspection at 40 hours per week.



Our proposals also include factors such as attending meetings, project closeout and vehicle costs. Based on these items, we estimate the not-to-exceed fee to be \$46,290 for the 20-01 Citywide Microsurfacing 2020 Project and \$31,010 for the Bid Alternative – Lake Herman Road (see attached *Work Estimates*). If the contract time extends beyond 30 or 20 working days respectively, or the scope or level of services change, our costs may also increase. Similarly, if the contract time is reduced, charges will decrease accordingly.

Coastland maintains a current DIR registration number (1000014855, exp. 6/30/2020).

We hope this proposal meets with your approval. If you have any questions regarding this proposal, please feel free to contact Tony Fisher at (707) 344-2799 or our Fairfield Office Manager, George Hicks at (707) 702-1962. We appreciate the opportunity and look forward to completing this important work for the City.

Sincerely,



John Wanger, PE
CEO



Tony Fisher
Construction Manager

Enclosure: Work Estimate



 WORK ESTIMATE								
2020 Citywide Mirosurfacing Project			PROPOSAL FOR INSPECTION SERVICES			City of Benicia		
TASK INFORMATION					HOURS AND COST INFORMATION			
Task No.	Task Information	Inspector	Inspector OT	Admin	Direct Costs	Total Hours	Total Costs	Comments
		\$140	\$210	\$90				
1	Pre-Construction and Site Documentation	12				12	\$1,680	Meeting preparation and attendance
2	Daily Field Inspections & Documentation	240				240	\$33,600	Based on 30 working days of field work
2a	Overtime Inspection		20			20	\$4,200	Based on typical overruns
3	Project Closeout	16				16	\$2,240	Punch List / Record Drawings / Files
	Photographs & video				\$250		\$250	
	Vehicle/Equipment expenses				\$4,320	288	\$4,320	288 hours x \$15/hr= \$4,320
	Total Hours	268	20	0		576		
	Subtotal	\$37,520	\$4,200	\$0	\$4,570		\$46,290	
	Project Total	\$37,520	\$4,200	\$0	\$4,570		\$46,290	

NOTES: Coastland reserves the right to adjust estimated hours should the Contractor schedule additional crews or overtime

1 Based on 30 working days.
 2 Based on full time inspection at 40 hours per week for one inspector.
 20 hours of overtime have been included for typical overruns.

 WORK ESTIMATE								
2020 Citywide Microsurfacing - Lake Herman Road			PROPOSAL FOR INSPECTION SERVICES			City of Benicia		
TASK INFORMATION					HOURS AND COST INFORMATION			
Task No.	Task Information	Inspector	Inspector OT	Admin	Direct Costs	Total Hours	Total Costs	Comments
		\$140	\$210	\$90				
1	Pre-Construction and Site Documentation	5				5	\$700	Meeting preparation and attendance
2	Daily Field Inspections & Documentation	160				160	\$22,400	Based on 20 working days of field work
2a	Overtime Inspection		15			15	\$3,150	Based on overtime inspection for typical overruns
3	Project Closeout	12				12	\$1,680	Punch List / Record Drawings / Files
	Photographs & video				\$200		\$200	
	Vehicle/Equipment expenses				\$2,880	192	\$2,880	192 hours x \$15/hr= \$2,880
	Total Hours	177	15	0		384		
	Subtotal	\$24,780	\$3,150	\$0	\$3,080		\$31,010	
	Project Total	\$24,780	\$3,150	\$0	\$3,080		\$31,010	

NOTES: Coastland reserves the right to adjust estimated hours should the Contractor schedule additional crews or overtime

1 Based on 20 working days.
 2 Based on full time inspection at 40 hours per week for one inspector.
 20 hours of overtime have been included for typical overruns.



Mark Billings

Senior Construction Inspector

EDUCATION

A.S. Ship Building, Solano
Community College

CERTIFICATION/ FORMAL TRAINING

Contract Management,
Sacramento State University

Certified Public Infrastructure
Inspector, APWA

PROFESSIONAL HISTORY

Construction Inspector
Coastland Civil Engineering
2018 to present

Civil Engineering Technician
II, City of American Canyon
1996-2017

Construction Inspector
Bellecci & Associates

Construction Inspector
Brelje & Race
1994-1996

Engineering Technician
Mare Island Naval Ship
Yard
1981-1994

Mr. Mark Billings has over 20 years of experience in the construction industry with an emphasis on capital improvement inspection and oversight including pavement, water mains, sewer main lift stations, steel water tanks and storm water inspection and compliance. His responsibilities have included contract bidding, construction and closeout, project management, review and approval of change orders and contract progress payments, assuring compliance with Caltrans documentation requirements, reviewing and approving prevailing wage requirements and conducting employee interviews.

At Coastland he performs construction inspection on public works projects. His responsibilities include daily field inspections and maintaining documentation; coordinating and conducting progress meetings; constant communication with the contractor to ensure project is being constructed per the construction documents; preparing and submitting status reports and documentation to the construction manager and client; cost and schedule management; communication with area residents and businesses to inform the public of construction progress and minimize disruptions to traffic and parking; field conflict resolution; and project closeout.

REPRESENTATIVE EXPERIENCE:

City of Benicia

- 2019 Street Resurfacing Project
- Bayshore Rd./E J & K Sts. Sewer Relining Project
- WTP Utility Water System Improvement Project

County of Sonoma Department of Transportation & Public Works

- 2018 Hazard Tree Removal

Prior to Coastland

City of American Canyon

Capital Improvement Inspection and Oversight of:

- PVC & DIP Water Main (new & replacement)
- PVC, DIP, Clay Sanitary Sewer Main (new & replacement)
- Water Main Pump Stations
- Sewer Main Lift Station
- Steel Water Tank Construction
- Recycled Water Main Construction
- Grading & Paving (new roads, reconstruction and overlays)
- Storm Water Collections Systems Inspection & Compliance
- Bridges and Culverts
- Construction of Ponds (Wastewater and Storm Drain)
- Construction of Parks and Landscaping

Las Gallinas Sanitary District

- Sewer Inspection – Slip lining with fold and form



Rosario Vasquez

Construction Inspector

CERTIFICATION

OSHA's 10 hour Occupational, Safety, and Health Training

Confined Space Entry Trained

PROFESSIONAL HISTORY

Construction Inspector
Coastland
2015 to Present

Construction Supervisor
Team Ghilotti
2007-2015

Laborer
Maggiora & Ghilotti
2005-2007

OTHER QUALIFICATIONS

Fluent in English and Spanish

Mr. Rosario Romo Vasquez has 14 years of experience in the construction industry. Prior to joining Coastland he was a construction supervisor with Team Ghilotti. His experience includes sewer and water pipelines, grading, paving, sidewalks, curbs and ramps, parking lots, and retaining walls. He was involved in emergency slide repairs along Highway 1 which consisted of drilling iron beams for three retainment walls, wood lagging and a half mile of finish paving and grading.

As construction supervisor with Team Ghilotti Rosario worked on a number of projects that were managed by Coastland, including Delpott Avenue and McMinn Avenue Sewer & Water Improvements and the Marlow Road Siphon Rehabilitation project.

RELEVANT EXPERIENCE:

City of Antioch

- On-Call Construction Management and Inspection Services

Bodega Bay Public Utilities Department

- District-Wide Sewer Rehabilitation Project
- Bay Flat Well

City of Emeryville

- Christie Park Construction Inspection Services

City of Piedmont

- 2017 Paving Project
- Ramona Avenue Drainage Study
- City Hall Tank Removal
- EBMUD Grand Ave. Encroachment Permit Plan Check
- PG&E Encroachment Permits
- PG&E Gas Main Inspection
- Lake Avenue Emergency Sewer Inspection
- Curb Ramp Improvements at Various Intersections
- Muir Avenue Emergency Sewer Inspection
- Linda Ave. Crosswalk Improvement
- Sanitary Sewer Rehabilitation Phase 5
- St. James PG&E Encroachment Permit Inspection
- Kingston-Linda-Rose Triangle
- Hampton Park Improvements
- Blair Ave. Sewer Lining
- Moraga-Highland Pavement
- 2015 Paving Project

City of Santa Rosa

- Long Drive & Vicinity Sewer and Water Improvements
- Robles Trunk Sewer Lining-Walker Avenue to Airport Sewer Trunk Confluence

Sonoma County Department of Transportation and Public Works

- 2017 Pavement Preservation Program

Sweetwater Springs Water District

- FY 2016 Capital Project

Town of Windsor

- Starr Road North Sidewalk Gap Closure

Prior to Coastland (with Team Ghilotti):

- Syar Plant Overlay
- Petaluma Sidewalk Restoration
- Kaiser, Santa Rosa paving and handicap ramps
- Elsie Allen High School football field storm drain pipe and pavement
- Windsor High School football field underground utilities & pavement
- City of Santa Rosa 4th Street Sewer pipe installation



Jaime Hernandez

Construction Inspector

CERTIFICATION / FORMAL TRAINING

OSHA's 20 hour Occupational,
Safety, and Health Training

Energized Vault Safety

Pole Top & Confined Space
Rescue / gas operations /
handling, trainer distribution

Cathodic protection on gas lines

PROFESSIONAL HISTORY

Construction Inspector
Coastland
2018 to Present

General Foreman
Henkels & McCoy, Inc.
2014-2018

OTHER QUALIFICATIONS

Fluent in English and Spanish

Mr. Jaime Hernandez has over 36 years of widespread construction experience including utilities, roadway, subdivisions and encroachment permit projects. He is proficient in underground natural gas lines construction for transmission and distribution. He is very familiar with PG&E and has thorough knowledge of all their standards. Over his career Mr. Hernandez has been involved in more than 100 PG&E and southern California Edison projects.

Mr. Hernandez has been through all phases of work with Henkels & McCoy, starting out as a foreman, equipment operator and becoming a lead general foreman. His responsibilities ranged from layout out projects, quality and safety control, scheduling work, ordering materials and providing as built. He provided construction services to San Diego Gas & Electric, Southern California Gas, Pacific Gas & Electric, City of Glendale, Southern California Edison and the City of Anaheim.

Since joining Coastland, Mr. Hernandez has provided inspection services to the cities of Piedmont and Emeryville for a variety of projects.

RELEVANT EXPERIENCE:

City of Antioch

- On-Call Construction Management and Inspection Services

Bodega Bay Public Utilities District

- Emergency Sewer Lining Repair

City of Burlingame

- Shoreland Subdivision Water Main Project
- E. Burlingame Ave. and Anza Bridge Utility Improvements

City of Emeryville

- *Contract City Engineering Services*
- Christie Park Inspection Services

City of Piedmont

- 2019 Priority Sewer Rehabilitation
- Oakland Ave. Bridge Railing
- Sanitary Sewer Rehabilitation Phase 5
- 2017 Paving Rehabilitation
- 2018 Paving Rehabilitation
- 2018 Traffic Striping Project
- PG&E Estates Dr.-Park Blvd-Wyngaard Encroachment Permit
- PG&E Huntleigh Encroachment Permit
- EBMUD MacKinnon Place Permit
- City Hall Tank Removal



Juan C. Trupp

Construction Inspector

EDUCATION

M.B.A., IEDE, School of Business, Madrid, Spain

B.S., Civil Engineering, University of Colorado

PROFESSIONAL HISTORY

Construction Inspector
Coastland
2016 to Present

Project Engineer
Alisto Engineering Group
2016 (seasonal)

Field Engineer
WM Engineering, Inc.
2014-2016

Project Engineer, Civil
Caltrans District 3 North Region
Construction
2012-2014

Project Engineer, Civil
Caltrans District 1, Advance
Planning
2007-2012

Project Manager Representative
EDAW, Inc.
2005-2007

Assistant Project Manager
Caltrans District 4
2000-2004

Civil Engineer
Caltrans
1998-2000

Project Manager
Züblin, A.G., Chile
1994-1997

Office Engineer
Kasler Corporation, Denver, CO
1992-1994

OTHER QUALIFICATIONS

Fluent in English and Spanish

Mr. Juan Trupp has 27 years of project management and engineering experience, over 10 years of which has been with Caltrans. His responsibilities have included design drawings, project coordination, construction inspection and lab testing consulting.

He has worked on a variety of project types including projects involving pipe bursting in Caltrans District 3 as well as in the private sector. He was involved with the widening of Highway 101 at Confusion Hill in Garberville which included replacing existing water line (pipe bursting) and electrical conduits to service the new street lights. He also was involved in the Carquinez Bridge Retrofit project which included replacing an 8" water main at the east side of the Town of Crocket using pipe bursting, directional drilling and horizontal boring. Other projects that included pipe bursting were the replacement of electrical conduit and new services to HOV lanes on Highway 101 in the City of Eureka.

He was project manager for the replacement of 3" PG&E gas service line in the City of Santa Clara. At Coastland, Mr. Trupp has inspected the improvements along Hwy 29 & Napa Junction Road which included pipe bursting, directional drilling for 2" and 3" conduit and installation of a new traffic lighting system.

He has worked on construction of taxiways, cargo and general aviation aprons at the Denver International Airport and highway paving rehabilitation, culvert replacement and bridge realignment for Caltrans District 1.

RELEVANT EXPERIENCE:

City of Alameda

- Lagoon Seawall Trunk Sewer Replacement

City of American Canyon

- Hwy 29 & Napa Junction Road Intersection Improvements

City of Belmont

- 2019 Pavement Project - Phase 1
- Ralston Ave. Corridor Project - Segments 1 & 2

City of Benicia

- 2019 Pavement Resurfacing Project

Town of Corte Madera

- 2015/2016 Pavement Rehabilitation

City of Mill Valley

- 2017 Street & Sewer Repair

City of Piedmont

- PG&E Gas Main Inspection

City of Pacifica

- Pedro Point Construction Management & Inspection

Prior to Coastland:

Caltrans District 1, North Region Construction

- Paving Rehabilitation Highway 101, Humboldt County (\$1.2 million)
- Culvert Replacement, Humboldt County (\$1.8 million)
- Confusion Hill Bridge Realignment, Mendocino County

Caltrans District 1, Advance Planning

- New Traffic Pattern at Side Hill Viaduct on Highway 96, Humboldt County
- Bridge Vertical Clearance Project on Highway 101, Humboldt County



CONTRACT # 19-280

**AGREEMENT FOR MASTER PROFESSIONAL ENGINEERING SERVICES
ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES**

THIS AGREEMENT ("Agreement") is made and entered into this 1st day of November, 2019 between the City of Benicia, a municipal corporation in Solano County, California, (hereinafter "CITY") and **Coastland Civil Engineering, Inc.**, a California corporation, with its primary office located at **1400 Neotomas Avenue, Santa Rosa, CA 95405** (hereinafter "CONSULTANT") (collectively, "the Parties").

THE PARTIES ENTER THIS AGREEMENT based upon the following facts, understandings and intentions:

WHEREAS, CITY's staff does not have the expertise or capacity to perform this work in-house. The CONSULTANT has the expertise necessary for this specialized project; and

WHEREAS, CITY desires to contract with CONSULTANT and CONSULTANT to contract with CITY for provision by CONSULTANT to CITY for professional services as further described herein, upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and promises of the parties herein contained, the parties hereto agree as follows:

1. SERVICES TO BE PROVIDED

CONSULTANT shall provide services for specific projects as may be requested by CITY; such services shall be defined, scheduled and authorized in subsequent Task Orders. Services may include, but not be limited to:

1. Construction Management:

- Construction Management Services during Pre-Construction
 - Review contract documents including plans and specifications
 - Establish Project/Administrative Procedures (or Management Information System (MIS))
 - Review Traffic Control Plans
 - Pre-Construction Conference

- Construction Management Services during Construction
 - Project coordination and correspondence
 - Schedule management, progress meetings and reports
 - Monitor project funding. Review "schedule of values" and contract item payments, material quantities, and change order payments.

- Labor compliance assurance
 - Public relations
 - Site safety monitoring
 - Monthly payment review and recommendation
 - Submittal management
 - Requests for Information (RFI)
 - Contract Change Orders (CCO)
 - Construction observation services and project documentation
 - Preliminary claim mitigation and resolution
- Construction Management Services during Post-Construction
 - Perform final observation/walkthrough
 - "As-Built" drawings
 - Project completion report
 - Record drawings input, review, O&Ms Final pay application

2. Construction Inspection:

- Construction inspection of various public works infrastructure including subdivision improvements, site private development projects and capital improvement projects for conformance with Caltrans Standard Specifications and Standard Plans, City Standards and all relevant plans, specifications, contract documents, laws, codes, ordinances, resolutions and regulations for work in the public right-of-way only.
- Field visits for each assigned project as directed by the City. During each site visit, the inspector shall observe and make a written report of relevant items, including the date and time of visit (arrival and departure), the weather conditions at the site, a list of all persons present at the site including employees, subcontractors, and others; a description of the site conditions regarding status of construction and other relevant conditions; a description of all materials stored on site; a description of all major equipment on site; a description of activity at the site including work being performed, materials being installed, equipment active versus idle, laborers active versus idle; monitoring of traffic control and safety operations, etc. The inspector's daily report for each project shall be submitted to the City no later than 24 hours following the date and time of the inspector's visit.
- Comparison of the material quality of the work to the requirements of the contract (including all relevant plans, specifications, submittals and schedule). The inspector's comparisons shall include checking grades, sizes, elevations and locations of structures, field measurements, and traffic control. The inspector shall note any deficiencies or deviations in the contractor's work (including: contractor behind schedule, areas of work which do not

conform to the plans and specifications, materials which do not conform to the plans and specifications, and areas of work which were performed without obtaining an inspection required).

- Notification of any deficiencies or deviations in the contractor's work. Inspector shall immediately notify the City and provide a draft report of deficient work.
- Immediate notification to the authorized contractor representative, and the City, in the event that the inspector observes, or otherwise learns of, an issue at the construction site which involves a risk of imminent harm to person or property. The inspector shall take such action which, under the circumstances and the professional opinion of the inspector, will lead to a timely resolution of the risk of harm. The inspector shall follow up with a written report to the City.
- Take pictures of active project sites on a daily basis, sufficient in number to depict the scope of major activities being performed by the contractor.
- Preparation of punch lists summarizing the items not completed by the contractor in accordance with project plans, specifications and/or contract documents, as directed by the City.
- Tracking and documenting changes to the project and submittal of a "red-line" markup of the project plans to the City.

CONSULTANT shall be an independent contractor and shall have responsibilities for and control over the details and means of providing its services under this Agreement.

CONSULTANT agrees that its services shall be performed with due diligence and in accordance with generally accepted **engineering** practices.

CONSULTANT shall use its best efforts to perform and coordinate all activities in a timely manner so that the projects will be completed according to the established project schedules.

2. AUTHORIZED REPRESENTATIVES

Authorized representatives shall represent CITY and CONSULTANT in all matters pertaining to the services to be ordered by CITY or rendered by CONSULTANT under this Agreement except where approval for the CITY is specifically required by City Council. The CITY's authorized representative shall be **the City Engineer or designee**. Said **authorized representative** is authorized to execute Task Orders on behalf of CITY, including providing for CONSULTANT to be compensated not more than **\$49,999** for each project. Task Orders providing for more than **\$49,999** compensation for one project shall be presented to the City Council (or City Manager)

for its consideration. CONSULTANT authorized representative shall be **John Wanger, P.E., CEO.**

3. COMPENSATION

CONSULTANT shall be compensated, not to exceed **\$49,999** per fiscal year for basic services rendered under Section 1, as more particularly described in authorized Task Orders and/or Rate Schedule attached as Exhibit A, in accordance with the terms and conditions included therein.

CONSULTANT may submit monthly statements for services rendered; all statements shall include adequate documentation demonstrating work performed during the billing period and shall conform to Federal Funding invoicing requirements, if applicable. It is intended that payments to CONSULTANT will be made by CITY within thirty (30) days of receipt of invoice. CONSULTANT's failure to secure CITY's written authorization for additional compensation or changes to the Scope of Work shall constitute a waiver of any and all right to adjustment in the price or time due, whether by way of compensation, restitution, quantum merit, or similar relief.

4. INDEMNIFICATION

(a) Consistent with Civil Code section 2782.8, CONSULTANT specifically agrees to indemnify, defend with counsel approved by CITY, and hold harmless CITY, its officers, officials, agents, employees, and volunteers from and against any and all actions, claims, demands, losses, expenses (including attorneys' fees, expert fees and all other costs and 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 CONSULTANT's negligence, recklessness or willful misconduct in the performance of this Agreement, excepting only such injury or death as may be caused by the sole active negligence or willful misconduct of 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) Should conflict of interest principles preclude a single lawyer from representing both CITY and CONSULTANT, or should CITY otherwise find CONSULTANT's legal counsel unacceptable, then CONSULTANT shall reimburse CITY its costs of defense, including without limitation reasonable attorney's fees, expert fees and all other costs and fees of litigation. CONSULTANT shall promptly pay any final judgment rendered against CITY (and its officers, officials, agents, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of CONSULTANT's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

(c) 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, CONSULTANT's obligations for any payments to such claimant shall be limited to those payments which CITY may be required to pay.

5. STANDARD OF PERFORMANCE

CONSULTANT represents to CITY that the services shall be performed in an expeditious manner, and with the degree of skill and care that is required by current, good, and sound procedures and practices. CONSULTANT further agrees that the services shall be in conformance with generally accepted professional standards prevailing at the time the work is performed.

6. OWNERSHIP AND MAINTENANCE OF DOCUMENTS

All documents furnished by CONSULTANT pursuant to this Agreement are instruments of CONSULTANT's services in respect to this project. They are not intended nor represented to be suitable for reuse by others on extensions of this project or on any other project. Any reuse without specific written verification and adoption by CONSULTANT for the specific purposes intended will be at user's sole risk and without liability or legal exposure and expenses to CONSULTANT, including attorney's fees arising out of such unauthorized reuse.

CONSULTANT's records, documents, calculations, and all other instruments of service pertaining to actual project shall be given to CITY at the completion of the project. The CITY reserves the right to specify the file format that electronic document deliverables are presented to the CITY. Title to all plans, specifications, maps, estimates, reports, manuscripts, drawings, descriptions and other final work products compiled by CONSULTANT under the Agreement shall be vested in the CITY, none of which shall be used in any manner whatsoever, by any person, firm, corporation or agency without the expressed written consent of the CITY. Basic survey notes and sketches, charts, computations, and other data prepared or obtained under the Agreement shall be made available, upon request, to the CITY without restriction or limitations on their use. CONSULTANT may retain copies of the above-described information but agrees not to disclose or discuss any information gathered, discussed or generated in any way through this Agreement without the written permission of CITY during the term of this Agreement, unless required by law.

7. INSURANCE

CONSULTANT shall, at its own expense, procure and maintain in full force at all times during the term of this Agreement the following insurance:

(a) Required Coverage. CONSULTANT, at its sole cost and expense, shall obtain and maintain in full force and effect throughout the entire term of this Agreement the following described insurance coverage. This coverage shall insure not only CONSULTANT, but also, with the exception of workers' compensation and professional liability insurance, shall name as additional insureds CITY, its officers, agents, employees, and volunteers on each of them:

<u>Policy</u>	<u>Minimum Limits of Coverage</u>
Workers' Compensation	Statutory
(ii) Comprehensive Automobile Insurance Services Office, form #CA 0001 (Ed 1/87 covering auto liability code 1 (any auto)	Bodily Injury/Property Damage At least \$1,000,000 each accident
(iii) General Liability Insurance Services Office Commercial General Liability coverage on an occurrence basis (occurrence form CG 0001)	At least \$1,000,000 per occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit shall apply separately to this Project/ location, the general aggregate limit shall be twice the required occurrence limit
(iv) Errors and Omissions/ Professional's Liability, errors and omissions liability insurance appropriate to the CONSULTANT's profession.	Generally at least \$1,000,000 per claim and annual aggregate

(b) Required Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

(i) For any claims related to this Project, the Additional Insured coverage under CONSULTANT's insurance policy shall be primary and non-contributory as respects CITY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by CITY, its officers, officials, employees, or volunteers shall be in excess of the CONSULTANT's insurance and shall not contribute with it and shall be at least as broad as CG 20 01 04 13;

(ii) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to CITY, its officers, officials, employees, or volunteers;

(iii) The CONSULTANT's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability;

(iv) Each insurance policy required by this Section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after giving CITY 30 days' prior written notice by certified mail, return receipt requested.

(v) 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.

(vi) 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 noncontributory 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.

(c) Acceptability of Insurers. CONSULTANT shall place insurance with insurers with a current A.M. Best's rating of no less than A: VII unless CONSULTANT requests and obtains CITY's express written consent to the contrary.

(d) Verification of Coverage. CONSULTANT must provide complete, certified copies of all required insurance policies, including original endorsements affecting the coverage required by these specifications. The endorsements are to be signed by a person authorized by CONSULTANT's insurer to bind coverage on its behalf. All endorsements are to be received and approved by CITY before work commences.

(e) 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.

(f) Covenant to Provide Workers' Compensation Insurance. 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.

(g) 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.

8. SUSPENSION OF WORK

CITY may, at any time, by ten (10) days' written notice, suspend further performance by CONSULTANT. All suspensions shall extend the time schedule for performance in a mutually satisfactory manner, and CONSULTANT shall be paid for services performed and reimbursable expenses incurred prior to the suspension date. During the period of suspension, CONSULTANT shall not receive any payment for services, or expenses, except for reasonable administration expenses, incurred by CONSULTANT by reason of such suspension.

9. TERMINATION

CITY may terminate this Agreement for any reason upon ten (10) days' written notice to the other party. CITY may terminate the Agreement upon five (5) days' written notice if CONSULTANT breaches this Agreement. In the event of any termination, CONSULTANT shall promptly deliver to the CITY any and all finished and unfinished reports or other written, recorded, photographic, or visual materials, documents, data and other deliverables ("Work Materials") prepared for the CITY prior to the effective date of such termination, all of which shall become CITY's sole property. After receipt of the Work Materials, CITY will pay CONSULTANT for the services performed as of the effective date of the termination.

10. 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.

11. CONFLICT OF INTEREST

(a) CONSULTANT covenants and represents that neither it, nor any officer or principal of its firm, has, or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of CITY or which would in any way hinder CONSULTANT's performance of services under this Agreement. CONSULTANT further covenants that in the performance of the Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the CITY. CONSULTANT agrees to at all times avoid conflicts of interest, or the appearance of any conflicts of interest, with the interests of the CITY in the performance of this Agreement.

(b) CONSULTANT is not a designated employee within the meaning of the Political Reform Act because CONSULTANT:

(i) Will conduct research and arrive at conclusions with respect to its rendition of information, advice, recommendation or counsel independent of the control and direction of the CITY or of any CITY official, other than normal contract monitoring; and

(ii) Possesses no authority with respect to any CITY decision beyond the rendition of information, advice, recommendation or counsel. (2Cal. Code Regs. § 18700(a) (2)).

12. INDEPENDENT CONTRACTOR

In assuming and performing the services, CONSULTANT is an independent contractor and shall not be eligible for any benefits, which the CITY may provide its employees, except as expressly provided for in the Agreement. All persons, if any, hired by CONSULTANT, shall be employees or subcontractors of CONSULTANT and shall not be construed as employees or agents of the CITY in any respect. CONSULTANT shall have responsibility for and control over the means of providing services under this Agreement.

13. COMPLIANCE WITH LAWS

CONSULTANT shall comply with all applicable federal, State of California, and local laws, rules, and regulations and shall obtain all applicable licenses and permits for the conduct of its business and the performance of the services.

14. CHOICE OF LAW

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.**

15. ENFORCEABILITY; INTERPRETATION

In the event that any of the provisions or portions of application of any of the provisions of the Agreement are held to be illegal or invalid by a court of competent jurisdiction, CITY and CONSULTANT shall negotiate an equitable adjustment in the provisions of the Agreement with a view toward affecting the purpose of the Agreement. The illegality or invalidity of any of the provisions or portions of application of any of the provisions of the Agreement shall not affect the legality or enforceability of the remaining provisions or portions of application of any of the provisions of the Agreement. This Agreement shall be interpreted as though it was a product of a joint drafting effort and no provisions shall be interpreted against a party on the ground that said party was solely or primarily responsible for drafting the language to be interpreted.

16. INTEGRATION

The Agreement contains the entire Agreement and understanding between the parties as to the subject matter of this Agreement. It merges and supersedes all prior or contemporaneous

agreements, commitments, representation, writings, and discussions between CONSULTANT and CITY, whether oral or written.

17. SUCCESSORS AND ASSIGNS: NO THIRD PARTY BENEFICIARIES; NO JOINT VENTURE

CITY and CONSULTANT respectively, bind themselves, their successors, assigns, and legal representatives to the terms and obligations of this Agreement. CONSULTANT shall not assign or transfer any interest in the Agreement without the CITY's prior written consent, which consent shall be in the CITY's sole discretion. Any attempted assignment or transfer in breach of this provision shall be void. This Agreement is not intended and shall not be construed to create any third party benefit the event. This Agreement is not intended and shall not be construed to create a joint venture or partnership between the parties. CONSULTANT, its officers, employees and agents shall not have any power to bind or commit the CITY to any decision.

18. FINANCIAL RECORDS

Records of CONSULTANT's direct labor costs, payroll costs, and reimbursable expenses pertaining to this project covered by this Agreement will be kept on a generally recognized accounting basis and made available to CITY if and when required.

19. NON-WAIVER

The waiver by either party of any breach of any term, covenant, or condition contained in the Agreement, or any default in their performance of any obligations under the Agreement shall not be deemed a waiver of any other breach or default of the same or any other term, covenant, condition, or obligation, nor shall any waiver of any incident of breach of default constitute a continuing waiver of same.

20. NOTICES

All notices required hereunder shall be in writing and mailed postage prepaid by Certified or Registered mail, return receipt requested, or by personal delivery to CITY's address as shown below, or such other places as CITY or CONSULTANT may, from time to time, respectively, designate in a written notice given to the other. Notice shall be deemed received three (3) days after the date of mailing thereof or upon personal delivery.

To City: Nouae Vue, PE, Sr. Civil Engineer
 City of Benicia
 250 East L Street
 Benicia, CA 94510

To Consultant: John Wanger, P.E., CEO
 Coastland Civil Engineering, Inc.
 1400 Neotomas Avenue
 Santa Rosa, CA95405

21. TERM

The term of this Agreement shall be from the date executed above through **October 31, 2021**, with the option of two one-year extensions upon mutual agreement by both CITY and CONSULTANT. The City Manager is authorized to approve the extension.

22. NON-LIABILITY

No member of the CITY and no other officer, employee or agent of the CITY shall be personally liable to CONSULTANT or otherwise in the event of any default or breach of the CITY, or for any amount which may become due to CONSULTANT or any successor in interest, or for any obligations directly or indirectly incurred under the terms of this Agreement.

23. EXECUTION

Each individual or entity executing this Agreement on behalf of CONSULTANT represents and warrants that he or she or it is duly authorized to execute and deliver this Agreement on behalf of CONSULTANT and that such execution is binding upon CONSULTANT.

This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

[SIGNATURES ON THE FOLLOWING PAGE]

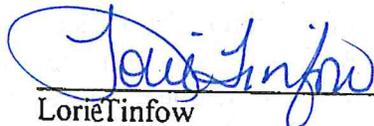
IN WITNESS WHEREOF, the parties have executed this Agreement in three (3) copies as of the date and year first written above.

CONSULTANT

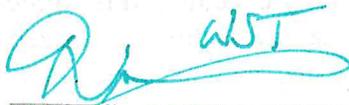
BY: 
Title: CEO


CFO

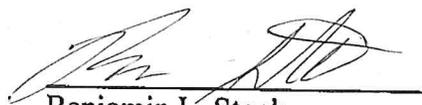
CITY OF BENICIA
A Municipal Corporation


Lorie Infow
CITY MANAGER

RECOMMENDED BY:

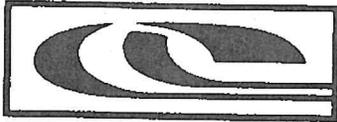

William Tarbox
PUBLIC WORKS DIRECTOR

APPROVED AS TO FORM:


Benjamin L. Stock
CITY ATTORNEY

ATTACHMENT:
-EXHIBIT A: RATE SCHEDULE

EXHIBIT A
Rate Schedule



COASTLAND

CIVIL ENGINEERING - CONSTRUCTION MANAGEMENT - BUILDING DEPARTMENT SERVICES

SCHEDULE OF HOURLY RATES July 01, 2019 through June 30, 2020

BUILDING DEPARTMENT SERVICES

Supervising Engineer	\$170-200/hour
Building Plan Check Engineer/Architect	\$140-175/hour
Building Official and/or CASp	\$150-180/hour
Supervising Building Inspector	\$150-170/hour
Senior Building Inspector	\$125-145/hour
Building Inspector (I & II)	\$95-125/hour
Supervising Plans Examiner	\$140-170/hour
Senior Plans Examiner	\$125-140/hour
Plans Examiner (I & II)	\$105-120/hour
Supervising Permit Technician	\$115-130/hour
Senior Permit Technician	\$95-\$115/hour
Permit Technician (I & II)	\$85-\$95/hour

ADMINISTRATIVE	\$85-95/hour
VEHICLE	\$15-20/hour
MILEAGE	\$0.68/mile
OUTSIDE SERVICES	Cost + 15%
MATERIALS	Cost + 15%

NOTES:

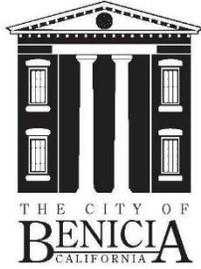
- Rates are subject to change after the end of each Fiscal Year.
- Consultation in connection with litigation and court appearances will be quoted separately.
- Additional billing classifications may be added to the above listing during the year as new positions are created.
- When applicable, mileage or vehicle rates will be charged, but not both.

Santa Rosa
1400 Neotomas Avenue
Santa Rosa, CA 95405
Tel: 707.571.8005

Auburn
11641 Blocker Dr., Ste. 170
Auburn, CA 95603
Tel: 530.888.9929

Pleasant Hill
3478 Buskirk Avenue, Ste. 1000
Pleasant Hill, CA 94523
Tel: 925.233.5333

www.coastlandcivil.com



**AGENDA ITEM
CITY COUNCIL MEETING DATE – JUNE 16, 2020
CONSENT CALENDAR**

TO : City Manager

FROM : Finance Director

SUBJECT : **ESTABLISHMENT OF THE ANNUAL APPROPRIATIONS LIMIT (GANN LIMIT) PURSUANT TO ARTICLE XIIB OF THE CALIFORNIA STATE CONSTITUTION FOR FISCAL YEAR 2020-21**

EXECUTIVE SUMMARY:

The Article XIIB of the California Constitution, informally known as the Gann Appropriations Limit, provides limits to the total amount of appropriations in any fiscal year from the “proceeds of taxes”. The article further provides that appropriations from designated reserve funds are not appropriations from the proceeds of taxes. Additionally, appropriations from sources other than taxes are not controlled by the limit. The resolution establishes the appropriations limit for Fiscal Year 2020-21. The City currently has a \$66.6 million margin between the appropriations limit of \$105.4 million and the net proceeds of taxes of \$38.8 million from the mid-year revised Fiscal Year 2020-21.

RECOMMENDATION:

Move to adopt the resolution (Attachment 1) establishing the maximum allowable appropriations limit for Fiscal Year 2020-21 in the amount of \$105,411,735.

BUDGET INFORMATION:

There is no budget impact to the City by adopting the resolution.

BACKGROUND:

A resolution must be adopted to approve an annual appropriations limit each fiscal year. This action is required under Section 7910 of the Government Code and by Article XIIB of the California Constitution (commonly referred to as the "Gann Initiative"). The Initiative established constitutional spending limits allowable for California governmental agencies based on the Consumer Price Index and population growth.

The City Council must consider which parts of the two different factors should be used to calculate the Fiscal Year 2020-21 limit. The factors are used as an adjustment for subsequent years to increase the limit and must be based on the following:

Factor #1 Either the change in California's Per Capita Personal Income factor or the percentage change in the local assessment roll from the preceding year due to the addition of new nonresidential construction in the City, whichever is higher.

Factor #2 Either the change in the City’s own population or the change in population of the entire County, whichever is higher.

To calculate the 2020-21 appropriations limit, staff has selected the California Per Capita Personal Income for Factor #1. This factor is used since the 2020-21 local assessment information is not available from the County of Solano at this time. The percentage change in the California Per Capita Personal Income over the prior year is an increase of 3.73 percent.

For the change in population, we are using 0.34 percent – representing the change in population for Solano County, which is higher than the City’s figure of -0.32 percent for the period of January 1, 2019 to January 1, 2020 (provided by the State of California Department of Finance).

Exhibit 1 of Attachment 1 illustrates how the City’s appropriations limit is calculated and the summary of the appropriations subject to limitation. The margin of \$66.6 million between the appropriations limit and the net proceeds of taxes indicates the City could increase budgeted appropriations by more than one and a half times before being required to reduce local tax rates or revenues.

NEXT STEPS:

No other action needed.

ALTERNATIVE ACTIONS:

If Council does not adopt the resolution, the City will not be in compliance with Article XIII B of the State Constitution for the appropriation limit.

General Plan	There is no General Plan impact to the City by adopting the resolution.
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Priority Based Budgeting	Strategic City Result Impacted by this Agenda Item
	<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"> <input 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 type="checkbox"/> Protect & Enhance the Environment <input checked="" type="checkbox"/> High Performing Government

	<p align="center">City Programs Impacted by This Agenda Item (Top 3):</p> <ol style="list-style-type: none"> 1. Budget Development & Management 2. Financial Planning 3. Financial Reporting
	<p align="center">Priority Based Budgeting (PBB) Website:</p> <p>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.</p>

CEQA Analysis	<p>Establishment of the Gann Limit is strictly an administrative action which does not have potential for direct or indirect physical changes to the environment. Under the California Environmental Quality Act (CEQA) Guidelines Section 15378 (b) (5), this action does not constitute a project and is not subject to CEQA pursuant to Section 15060 (c) (3).</p>
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ATTACHMENTS:

1. Resolution - Establishing Appropriation Limit for FY2020-21

For more information contact: Cindy Mosser, Finance Director

Phone: (707) 746-4217

E-mail: cmosser@ci.benicia.ca.us

RESOLUTION NO. 20-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA
ESTABLISHING AN APPROPRIATIONS LIMIT PURSUANT TO ARTICLE XIII B OF
THE CALIFORNIA STATE CONSTITUTION FOR FISCAL YEAR 2020-21**

WHEREAS, Article XIII B of the Constitution of the State of California provides that the total annual appropriations subject to limitation of the State and of each local government shall not exceed the appropriations limit of such entity of government for the prior year adjusted for changes in the cost of living and population except as otherwise provided in said Article XIII B; and

WHEREAS, pursuant to said Article XIII B of the Constitution of the State of California, the City Council of the City of Benicia deems it to be in the best interests of the City of Benicia to establish an appropriations limit for the Fiscal Year 2020-21; and

WHEREAS, the Finance Director of the City of Benicia has determined that the said appropriations limit for the Fiscal Year 2020-21 be established in the amount of \$105,411,735; and

WHEREAS, the Finance Director of the City of Benicia has determined that the percentage change in per capita income and the county population is the preferred method of calculation in the cost of living adjustment.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Benicia hereby establishes that an appropriations limit for Fiscal Year 2020-21, pursuant to Article XIII B of the Constitution of the State of California, be established in the amount of \$105,411,735, as evidenced by Exhibit 1, attached to this Resolution and hereby incorporated herein.

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 16th day of June, 2020 by the following vote:

Ayes:

Noes:

Absent:

Elizabeth Patterson, Mayor

Attest:

Lisa Wolfe, City Clerk

Date

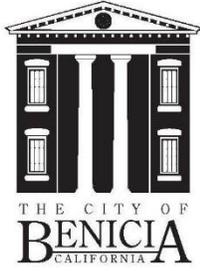
Exhibit 1

CITY OF BENICIA
2020-21 Appropriations Limit Calculation

<u>Description</u>	<u>Amount</u>
2019-20 Appropriations Limit	\$ 101,276,921
2020-21 County population	1.0034
2020-21 Increase in per capita income	1.0373
2020-21 Appropriations Limit	<u>\$ 105,411,735</u>

2020-21 Projected Tax Revenues

<u>Description</u>	<u>Amount</u>
Property Taxes	\$ 18,967,900
Sales & Use Tax	13,817,130
Transient Occupancy Tax	540,000
Utility Users Tax	4,598,000
Business License Tax	564,800
Real Property Transfer Tax	119,300
Cannabis Tax	28,000
Interest Earnings	184,490
Appropriations Subject to Limitation	<u>\$ 38,819,620</u>
Margin	<u><u>\$ 66,592,115</u></u>



**AGENDA ITEM
CITY COUNCIL MEETING DATE – JUNE 16, 2020
CONSENT CALENDAR**

TO : City Manager

FROM : Public Works Director

SUBJECT : **RATIFYING THE DECLARATION OF A CONTRACTING EMERGENCY AND APPROVING PAYMENT FOR EMERGENCY TRAFFIC SIGNAL REPAIRS**

EXECUTIVE SUMMARY:

On May 22, 2020, the traffic signal at the East 2nd Street and Rose Drive intersection was placed on “flashing red” due to malfunctioning of the traffic signal system. Subsequently, the City’s on-call contractor inspected the system, performed testing, and recommended replacement of the existing traffic signal controller cabinet. Under the advisement of Public Works Department staff to expedite the repair for public safety purposes, the City Manager declared a contracting emergency on May 31, 2020. On June 1, 2020, the traffic signal system was restored to full functionality.

RECOMMENDATION:

Move to adopt a resolution (Attachment 1) ratifying the City Manager’s declaration of a contracting emergency due to the malfunctioning of the traffic signal at the East 2nd Street and Rose Drive intersection and terminating the emergency action now that emergency repair is complete, as well as approving payment in the amount of \$14,370.

BUDGET INFORMATION:

Below are the final expenses for the emergency work:

Contractor	Service	Cost	Account No.
Bear Electrical Solutions	Traffic Signal System Repair	\$7,185	0108050-7008
		\$7,185	0108050-7122
	<i>Total Cost</i>	\$14,370	

Sufficient funds are available in Account Nos. 0108050-7008 (Contract Services) and 0108050-7122 (Maintenance Supplies).

BACKGROUND:

On May 22, 2020, the traffic signal at the East 2nd Street and Rose Drive intersection was placed on “flashing red” due to malfunctioning of the traffic signal system. The system was randomly switching from one light to another light, e.g., green to red to yellow to red, regardless of

vehicular traffic and the programming provided by the existing traffic signal controller cabinet (equipment located at the intersection).

The City’s on-call traffic signal contractor, Bear Electrical Solutions (Bear), inspected the system, performed testing, and recommended replacement of the existing traffic signal controller cabinet. The cabinet was installed around 1990 and due to its age, many components of the cabinet are no longer available.

Bear provided a cost proposal of \$14,370, a fair and reasonable amount, to replace the cabinet. This amount placed Bear’s cumulative services above the \$49,999 contract limit for this fiscal year and would require City Council approval, which would have been scheduled for City Council consideration at its June 16, 2020 meeting at the earliest. Scheduling the agenda item would have extended the time the traffic signal would remain in flashing red for approximately two more weeks.

Setting the traffic signal system in flashing red is standard industry practice for a faulty traffic signal and motorists are bound by California Vehicle Code Section 21457 to stop when a traffic signal is placed in flashing red; however, staff determined that the expedient replacement of the traffic signal controller cabinet was a high priority for public safety reasons and deemed the need to procure Bear’s services an emergency. Accordingly, on May 31, 2020, the City Manager approved Public Works Department’s request to procure the equipment and services to repair the traffic signal system in accordance with Benicia Municipal Code Section 3.09.050 Emergency Contracting Procedures.

On June 1, 2020, the existing traffic signal controller cabinet was replaced and the traffic signal system was restored to full functionality. The emergency repair is complete.

NEXT STEPS:

N/A

ALTERNATIVE ACTIONS:

N/A

General Plan	Goal 2.28: Improve and maintain public facilities and services
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Priority Based Budgeting	Strategic City Result Impacted by this Agenda Item
	<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"> <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
	<p align="center">City Programs Impacted by This Agenda Item (Top 2):</p> <ol style="list-style-type: none"> 1. Maintenance and operation of traffic signals 2. Safety Program
	<p align="center">Priority Based Budgeting (PBB) Website:</p> <p>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.</p>

CEQA Analysis	<p>This project is Categorical Exempt per CEQA Section 15301, Existing Facilities, which exempts operation, maintenance, and minor alteration of existing facilities and mechanical equipment involving negligible or no expansion of use.</p>
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ATTACHMENT:

1. Resolution - Approval of Payment of the Emergency Traffic Signal System Repair

*For more information contact: Dan Sequeira, PE, Deputy Public Works Director –
Operations/City Engineer
Phone: 707.746.4240
E-mail: dsequeira@ci.benicia.ca.us*

RESOLUTION NO. 20-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA RATIFYING THE CITY MANAGER'S DECLARATION OF THE EXISTENCE OF A CONTRACTING EMERGENCY DUE TO THE TRAFFIC SIGNAL SYSTEM MALFUNCTION AT THE INTERSECTION OF EAST 2ND STREET AND ROSE DRIVE AND TERMINATING THE EMERGENCY ACTION NOW THAT THE EMERGENCY REPAIR IS COMPLETE

WHEREAS, on May 22, 2020, the traffic signal at the East 2nd Street and Rose Drive intersection was placed on "flashing red" due to malfunctioning of the traffic signal system; and

WHEREAS, the City's on-call traffic signal contractor, Bear Electrical Solutions, inspected the traffic signal system, performed testing, and recommended replacement of the existing traffic signal controller cabinet; and

WHEREAS, Bear Electrical Solutions' proposal of \$14,370 to replace the cabinet placed their cumulative services above the \$49,999 contract limit for this fiscal year and would require City Council approval, which would have been scheduled for City Council consideration at its June 16, 2020 meeting at the earliest thereby extending the time the traffic signal would remain in flashing red for approximately two more weeks; and

WHEREAS, notwithstanding that setting a traffic signal system in flashing red is standard industry practice for a faulty traffic signal and motorists are bound by California Vehicle Code Section 21457 to stop when a traffic signal is placed in flashing red, Public Works Department staff determined that the expedient replacement of the traffic signal controller cabinet was a high priority for public safety reasons and deemed the need to procure Bear Electrical Solutions' services an emergency; and

WHEREAS, Benicia Municipal Code (BMC) Section 3.09.050, "Emergency Contracting Procedures" "...delegates to the City Manager or, in his/her absence, the Public Works Director, the authority to repair or replace a public facility, take any directly related and immediate action required by that emergency, and procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts."; and

WHEREAS, on May 31, 2020, the City Manager declared a contracting emergency and approved Public Works Department's request to procure the equipment and services to repair the traffic signal system in accordance with BMC Section 3.09.050 Emergency Contracting Procedures; and

WHEREAS, the total amount expended on the above-listed emergency contracting service was \$14,370 and there are sufficient funds in Account Nos. 0108050-7008 (Contract Services) and 0108050-7122 (Maintenance Supplies) to cover this cost; and

WHEREAS, on June 1, 2020, Bear Electrical Solutions replaced the existing traffic signal controller cabinet, restored the traffic signal system to full functionality, and completed the emergency repair.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Benicia does hereby ratify the City Manager's emergency declaration and approve the payment of \$14,370 for emergency repair related to immediately restoring the traffic signal system at the East 2nd Street and Rose Drive intersection to full functionality.

BE IT FURTHER RESOLVED THAT now that the emergency repair is complete and the traffic signal system at the East 2nd Street and Rose Drive intersection has been restored to full functionality, the City Council of the City of Benicia hereby terminates the emergency action.

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 16th day of June, 2020 by the following vote:

Ayes:

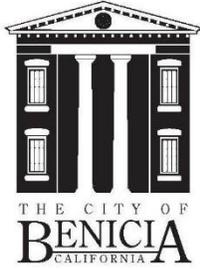
Noes:

Elizabeth Patterson, Mayor

Attest:

Lisa Wolfe, City Clerk

Date



**AGENDA ITEM
CITY COUNCIL MEETING DATE – JUNE 16, 2020
CONSENT CALENDAR**

TO : City Manager

FROM : Police Chief

SUBJECT : **AUTHORIZE THE POLICE DEPARTMENT TO PURCHASE AN INTEGRATED VIDEO EVIDENCE MANAGEMENT SYSTEM FROM AXON ENTERPRISE, INC.**

EXECUTIVE SUMMARY:

The Benicia Police Department is seeking approval by the City Council to allow the City of Benicia to enter into a purchase agreement with Axon Enterprise, Inc. to implement a new video evidence management system. The proposed package includes a body-worn camera system for every sworn police and community service officer within the department. It includes upgrading the police department's Taser to the latest model, and an interview room recording hardware and software system.

RECOMMENDATION:

Move to adopt a resolution (Attachment 1) authorizing the City to enter into an agreement with Axon Enterprise, Inc. (Attachment 2) to purchase the integrated body-worn cameras, Tasers, and interview room recording systems, for a total cost of \$476,702.59, payable across five years; and authorizing the City Manager to sign the agreement on behalf of the City.

BUDGET INFORMATION:

The total cost for the systems is \$476,702.58, payable across five years (see Attachment 2). The first year's payment of \$51,152.26 will be paid through the Police Department's Supplemental Law Enforcement Services grant (251-5010). The payments for the following four years of \$106,387.58 annually will be paid through the department's regular budget (0105000).

BACKGROUND:

All of the Police Department's sworn officers are currently equipped with Tasers. However, they have outlived their 5-year shelf life and have required constant repairs and replacements. Tasers are an important tool for our officers to safeguard lives by providing a non-lethal option during critical incidents.

The Department also has four body-worn cameras from another vendor, issued to the K-9 unit and three cameras are shared between the traffic officers. The Department does not issue body-worn cameras to other patrol or community services officers. The current body camera system

does not allow automatic triggers to turn on the camera during an incident. Multiple software systems need to be utilized to upload, store, redact and retrieve evidentiary video. These videos and recordings are essential in elevating the Police Department’s goal of transparency to community members, increasing accountability, helping ensure public trust of law enforcement, as well as protecting officers.

Moreover, the existing interview room system hardware has reached its end of life. The software system used to record the interview videos is a stand-alone system that is not compatible with the body camera software or the in-car video system utilized by the Police Department.

Due to these shortcomings, the replacement of those current systems and addition of equipment has been deemed a priority by the department for the safety of the community and officers.

Axon Enterprise, Inc. is one of the leading companies that implements video evidence systems for police agencies worldwide. Axon Enterprise, Inc. has over 8,000 agencies worldwide and 400 agencies in California alone. A significant advantage to this system is that it can receive alerts based on Axon Signal Sidearm, which allows the cameras to be triggered when the officers’ firearms are removed from their holsters.

Axon Enterprise Inc. hosts a cloud-based software, Evidence.com, which would allow the department to store everything securely. Large evidence files can easily and securely be sent to the District Attorney’s Office within the software. The District Attorney’s Office has been using Evidence.com to receive files from other regional law enforcement agencies as well. The Police Department is currently sending information manually on digital media devices such as disks and USB when requested by the District Attorney’s Office.

NEXT STEPS:

With approval from the Benicia City Council, the City will enter into a five-year contract with Axon Enterprise, Inc. After the contract is signed, Axon will begin shipping the equipment and create a timeline for the interview room system installation.

All new system and equipment are expected to be installed and operational by December 2020.

ALTERNATIVE ACTIONS:

Continue utilizing existing equipment, and not assign body worn cameras to patrol officers. Replace the interview room system that has reached end-of-life with an updated, stand-alone system from the current vendor.

General Plan	Goal 4.1: Make community health and safety a high priority for Benicia
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Priority Based Budgeting	Strategic City Result Impacted by this Agenda Item
	<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 checked="" type="checkbox"/> Protect Community Health & Safety</p>

	<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
	City Programs Impacted by This Agenda Item (Top 3):
	<ol style="list-style-type: none"> 1. Police - Patrol 2. Police - Investigation 3. Police - Communications Center
	Priority Based Budgeting (PBB) Website:
	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.

CEQA Analysis	The requested action is exempt from CEQA because it will not result in a direct or indirect physical change in the environment and therefore is not a project as defined in CEQA Guidelines Section 15378.
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ATTACHMENTS:

1. Resolution – Video Evidence Management System
2. Agreement with Axon Enterprise, Inc.

For more information contact: Erik Upson, Police Chief

Phone: 707-745-4265

E-mail: eupson@ci.benicia.ca.us

RESOLUTION NO. 20-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA
AUTHORIZING THE PURCHASE OF AN INTEGRATED VIDEO EVIDENCE
MANAGEMENT SYSTEM FROM AXON ENTERPRISE, INC.**

WHEREAS, the current Tasers and interview room recording system have reached end of life; and

WHEREAS, the Police Department seeks to equip all sworn and community services officers with body-worn cameras; and

WHEREAS, body-worn cameras are essential in elevating the Police Department's goal of transparency to community members, increasing accountability, helping ensure public trust of law enforcement, as well as protecting officers; and

WHEREAS, Axon Enterprise, Inc will provide the department with a fully-integrated and secure system; and

WHEREAS, the total cost of the complete video evidence management system is \$476,702.58, payable over five years; and

WHEREAS, the first year's payment of \$51,152.26 will be paid through the Police Department's Supplemental Law Enforcement Services grant (251-5010); and

WHEREAS, payments for the following four years of \$106,387.58 annually will be paid through the department's regular budget (0105000).

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Benicia does hereby approve the City to enter into an agreement to purchase the video evidence management system from Axon Enterprise, Inc. for a total cost of \$476,702.58, payable over five years.

BE IT FURTHER RESOLVED THAT the City Manager is authorized 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 16th day of June, 2020 by the following vote:

Ayes:

Noes:

Absent:

Elizabeth Patterson, Mayor

Attest:

Lisa Wolfe, City Clerk

Date

Master Services and Purchasing Agreement

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc., a Delaware corporation ("**Axon**"), and the agency on the Quote ("**Agency**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) signature date on the Quote ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**". This Agreement governs Agency's purchase and use of the Axon Devices and Services detailed in the Quote Appendix ("**Quote**"). It is the intent of the Parties that this Agreement act as a master agreement governing all subsequent purchases by Agency for the same Axon products and services in the Quote, and all such subsequent quotes accepted by Agency shall be also incorporated into this Agreement by reference as a Quote. The Parties therefore agree as follows:

1 Definitions.

"**Axon Cloud Services**" means Axon's web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Evidence.com and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.

"**Axon Devices**" means all hardware provided by Axon under this Agreement.

"**Quote**" means an offer to sell and is only valid for devices and services on the quote at the specified prices. Any terms within Agency's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any offer by Axon, and Axon reserves the right to cancel any orders resulting from such errors.

"**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2 Term. This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 plans begin after shipment of the applicable Axon Device. If Axon ships the Device in the first half of the month, the start date is the 1st of the following month. If Axon ships the Device in the second half of the month, the start date is the 15th of the following month. For purchases solely of Axon Evidence subscriptions, the start date is the Effective Date. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").

Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 years ("**Renewal Term**"). For purchase of TASER 7 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3 Payment. Axon invoices upon shipment. Payment is due net 30 days from the invoice date. Payment obligations are non-cancelable. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys' fees.**4 Taxes.** Agency is responsible for sales and other taxes associated with the order unless Agency

Master Services and Purchasing Agreement

provides Axon a valid tax exemption certificate.

5 **Shipping.** Axon may make partial shipments and ship Devices from multiple locations. All shipments are FOB shipping point via common carrier. Title and risk of loss pass to Agency upon Axon's delivery to the common carrier. Agency is responsible for any shipping charges in the Quote.

6 **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7 **Warranty.**

7.1 **Hardware Limited Warranty.** Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for 1 year from the date of Agency's receipt, except Signal Sidearm, which Axon warrants for 30 months from the date of Agency's receipt. Axon warrants its Axon-manufactured accessories for 90-days from the date of Agency's receipt. Used conducted energy weapon ("CEW") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the 1-year hardware warranty through the extended warranty term. Non-Axon manufactured Devices are not covered by Axon's warranty. Agency should contact the manufacturer for support of non-Axon manufactured Devices.

7.2 **Claims.** If Axon receives a valid warranty claim for an Axon manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Device with the same or like Device, at Axon's option. A replacement Device will be new or like new. Axon will warrant the replacement Device for the longer of (a) the remaining warranty of the original Device or (b) 90-days from the date of repair or replacement.

If Agency exchanges a device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering a Device for service, Agency must upload Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Device sent to Axon for service.

7.3 **Spare Devices.** Axon may provide Agency a predetermined number of spare Devices as detailed in the Quote ("**Spare Devices**"). Spare Devices will replace broken or non-functioning units. If Agency utilizes a Spare Device, Agency must return to Axon, through Axon's warranty return process, any broken or non-functioning units. Axon will repair or replace the unit with a replacement Device. Upon termination, Axon will invoice Agency the MSRP then in effect for all Spare Devices provided. If Agency returns the Spare Devices to Axon within 30 days of the invoice date, Axon will issue a credit and apply it against the invoice.

7.4 **Limitations.** Axon's warranty excludes damage related to: (a) failure to follow Device use instructions; (b) Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Device; (d) force majeure; (e) Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Devices with a defaced or removed serial number.

7.4.1 **To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions,**

Master Services and Purchasing Agreement

whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement.

7.4.2 Axon's cumulative liability to any Party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Device or Service will not exceed the purchase price paid to Axon for the Device, or if for Services, the amount paid for such Services over the 12 months preceding the claim. Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.

- 8** **Statement of Work.** Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Agency, Axon is only responsible to perform Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.
- 9** **Device Warnings.** See www.axon.com/legal for the most current Axon device warnings.
- 10** **Design Changes.** Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Devices and Services previously purchased by Agency.
- 11** **Bundled Offerings.** Some offerings in bundled offerings may not be generally available at the time of Agency's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an Axon bundle.
- 12** **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.
- 13** **Indemnification.** Axon will indemnify Agency's officers, directors, and employees ("**Agency Indemnitees**") against all claims, demands, losses, and reasonable expenses arising out of a third-party claim against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct by Axon under this Agreement, except to the extent of Agency's negligence or willful misconduct, or claims under workers compensation.
- 14** **IP Rights.** Axon owns and reserves all right, title, and interest in Axon devices and services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.
- 15** **IP Indemnification.** Axon will indemnify Agency Indemnitees against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon Devices or

Services by Agency or a third-party not approved by Axon; (b) use of Axon Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.

16 Agency Responsibilities. Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; and (c) a dispute between Agency and a third-party over Agency's use of Axon Devices.

17 Termination.

17.1 For Breach. A Party may terminate this Agreement for cause if it provides 30 days written notice of the breach to the other Party, and the breach remains uncured at the end of 30 days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.

17.2 By Agency. If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable.

17.3 Effect of Termination. Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Devices received and amounts paid towards those Devices. Only if terminating for non-appropriation, Agency may return Devices to Axon within 30 days of termination. MSRP is the standalone price of the individual Device at the time of sale. For bundled Devices, MSRP is the standalone price of all individual components.

18 Confidentiality. "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for 5-years thereafter. Axon pricing is Confidential Information and competition sensitive. If Agency is required by law to disclose Axon pricing, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

19 General.

19.1 Force Majeure. Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.

19.2 Independent Contractors. The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.

19.3 Third-Party Beneficiaries. There are no third-party beneficiaries under this Agreement.



Master Services and Purchasing Agreement

- 19.4 Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.
- 19.5 Export Compliance.** Each Party will comply with all import and export control laws and regulations.
- 19.6 Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.
- 19.7 Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
- 19.8 Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.
- 19.9 Survival.** The following sections will survive termination: Payment, Warranty, Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.
- 19.10 Governing Law.** The laws of the state where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- 19.11 Notices.** All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Contact information for notices:

Axon: Axon Enterprise, Inc.
 Attn: Legal
 17800 N. 85th Street
 Scottsdale, Arizona 85255
 legal@axon.com

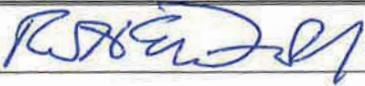
Agency:
 Attn:
 Street Address
 City, State, Zip
 Email

- 19.12 Entire Agreement.** This Agreement, including the Appendices and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each representative identified below declares they have been expressly authorized to execute this Agreement as of the date of signature.

Axon Enterprise, Inc.

Agency

Signature: 

Name: Robert Driscoll

Title: VP, Assoc GC

Date: 6/4/2020

Signature: _____

Name: _____

Title: _____

Date: _____



Master Services and Purchasing Agreement

Axon Cloud Services Terms of Use Appendix

1 **Definitions.**

"Agency Content" is data uploaded into, ingested by, or created in Axon Cloud Services within Agency's tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.

"Evidence" is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.

"Non-Content Data" is data, configuration, and usage information about Agency's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.

"Personal Data" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

2 **Access.** Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**"). Agency may not upload non-TASER Data to Axon Evidence Lite.

3 **Agency Owns Agency Content.** Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content are not business records of Axon. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will have limited access to Agency Content solely for providing and supporting Axon Cloud Services to Agency and Agency end users.

4 **Security.** Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.

5 **Agency Responsibilities.** Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user's use of Agency Content or Axon Cloud

Title: Master Services and Purchasing Agreement between Axon and Agency



Master Services and Purchasing Agreement

Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to Axon Cloud Services.

Agency will also maintain the security of end user names and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.

- 6** **Privacy.** Axon will not disclose Agency Content or information about Agency except as compelled by a court or administrative body or required by law or regulation. If Axon receives a disclosure request for Agency Content, Axon will give Agency notice, unless legally prohibited from doing so, to allow Agency to file an objection with the court or administrative body. Agency agrees to allow Axon access to certain information from Agency to (a) perform troubleshooting services upon request or as part of regular diagnostic screening; (b) enforce this Agreement or policies governing the use of Axon Evidence; or (c) perform analytic and diagnostic evaluations of the systems.
- 7** **Axon Body 3 Wi-Fi Positioning.** Axon Body 3 cameras offers a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Agency administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Agency chooses to use this service, Axon must also enable the usage of the feature for Agency's Axon Cloud Services tenant. Agency will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Agency's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Agency, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("**Skyhook**") to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.
- 8** **Storage.** For Axon Unlimited Device Storage subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for 6 months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to 24 hours to access.
- 9** **Location of Storage.** Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.
- 10** **Suspension.** Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use

Title: Master Services and Purchasing Agreement between Axon and Agency



Master Services and Purchasing Agreement

of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent.

Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.

11 Axon Cloud Services Warranty. Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services.

12 Axon Records. Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7 bundle. During Agency's Axon Records Subscription Term, Agency will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.

An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.

New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Agency purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Agency.

13 Axon Cloud Services Restrictions. Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

- 13.1** copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
- 13.2** reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
- 13.3** access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
- 13.4** use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
- 13.5** access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
- 13.6** remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or
- 13.7** use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.



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- 14** **After Termination.** Axon will not delete Agency Content for 90-days following termination. There will be no functionality of Axon Cloud Services during these 90-days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these 90-days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.
- 15** **Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
- 16** **U.S. Government Rights.** If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.
- 17** **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.



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Professional Services Appendix

- 1 **Utilization of Services.** Agency must use professional services as outlined in the Quote and this Appendix within 6 months of the Effective Date.
- 2 **Body-Worn Camera Full Service (BWC Full Service).** BWC Full Service includes advance remote project planning and configuration support and up to 4 consecutive days of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which on-site services are appropriate. If Agency requires more than 4 consecutive on-site days, Agency must purchase additional days. BWC Full Service options include:

<p>System set up and configuration</p> <ul style="list-style-type: none"> • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories and custom roles based on Agency need • Register cameras to Agency domain • Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access • One on-site session included
<p>Dock configuration</p> <ul style="list-style-type: none"> • Work with Agency to decide the ideal location of Docks and set configurations on Dock • Authenticate Dock with Axon Evidence using admin credentials from Agency • On-site assistance, not to include physical mounting of docks
<p>Best practice implementation planning session</p> <ul style="list-style-type: none"> • Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other agencies • Discuss the importance of entering metadata in the field for organization purposes and other best practice for digital data management • Provide referrals of other agencies using the Axon camera devices and Axon Evidence • Recommend rollout plan based on review of shift schedules
<p>System Admin and troubleshooting training sessions</p> <p>Step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence</p>
<p>Axon instructor training (Train the Trainer)</p> <p>Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations</p>
<p>Evidence sharing training</p> <p>Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies</p>
<p>End user go-live training and support sessions</p> <ul style="list-style-type: none"> • Assistance with device setup and configuration • Training on device use, Axon Evidence, and Evidence Sync
<p>Implementation document packet</p> <p>Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide</p>
<p>Post go-live review</p>

- 3 **Body-Worn Camera Starter Service (BWC Starter).** BWC Starter includes advance remote

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project planning and configuration support and one day of on-site Services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which Services are appropriate. If Agency requires more than 1 day of on-site Services, Agency must purchase additional on-site Services. The BWC Starter options include:

<p>System set up and configuration (Remote Support)</p> <ul style="list-style-type: none"> • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories & custom roles based on Agency need • Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access
<p>Dock configuration</p> <ul style="list-style-type: none"> • Work with Agency to decide the ideal location of Dock setup and set configurations on Dock • Authenticate Dock with Axon Evidence using "Administrator" credentials from Agency • Does not include physical mounting of docks
<p>Axon instructor training (Train the Trainer)</p> <p>Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations</p>
<p>End user go-live training and support sessions</p> <ul style="list-style-type: none"> • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
<p>Implementation document packet</p> <p>Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide</p>

4 **Body-Worn Camera Virtual 1-Day Service (BWC Virtual).** BWC Virtual includes all items in the BWC Starter Service Package, except one day of on-site services.

5 **CEW Services Packages.** CEW Services Packages are detailed below:

<p>System set up and configuration</p> <ul style="list-style-type: none"> • Configure Axon Evidence categories & custom roles based on Agency need. • Troubleshoot IT issues with Axon Evidence. • Register users and assign roles in Axon Evidence. • For the CEW Full Service Package: On-site assistance included • For the CEW Starter Package: Virtual assistance included
<p>Dedicated Project Manager</p> <p>Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Agency 4-6 weeks before rollout</p>
<p>Best practice implementation planning session to include:</p> <ul style="list-style-type: none"> • Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other agencies • Discuss the importance of entering metadata and best practices for digital data management • Provide referrals to other agencies using TASER CEWs and Axon Evidence • For the CEW Full Service Package: On-site assistance included



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<ul style="list-style-type: none"> • For the CEW Starter Package: Virtual assistance included
<p>System Admin and troubleshooting training sessions On-site sessions providing a step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence</p>
<p>Axon Evidence Instructor training</p> <ul style="list-style-type: none"> • Provide training on the Axon Evidence to educate instructors who can support Agency's subsequent Axon Evidence training needs. • For the CEW Full Service Package: Training for up to 3 individuals at Agency • For the CEW Starter Package: Training for up to 1 individual at Agency
<p>TASER CEW inspection and device assignment Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.</p>
<p>Post go-live review For the CEW Full Service Package: On-site assistance included. For the CEW Starter Package: Virtual assistance included.</p>

6 Smart Weapon Transition Service. The Smart Weapon Transition Service includes:

<p>Archival of CEW Firing Logs Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Agency is replacing with newer Smart Weapon models.</p>
<p>Return of Old Weapons Axon's on-site professional service team will ship all old weapons back to Axon's headquarters. Axon will provide Agency with a Certificate of Destruction</p>

*Note: CEW Full Service packages for TASER 7 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

7 Signal Sidearm Installation Service. If Agency purchases Signal Sidearm Installation Service, Axon will provide one day of on-site Services and one professional services manager and will cover the installation of up to 100 Signal Sidearm devices per package purchased. Agency is responsible for providing an appropriate work area and ensuring all holsters that will have Signal Sidearm installed onto them are available on the agreed-upon installation date(s). Installation includes:

Removal of existing connection screws that affix a holster to a holster mount
Proper placement of the Signal Sidearm Mounting Plate between the holster and the mount
Reattachment of the holster to the mount using appropriate screws
Functional testing of Signal Sidearm device

8 Out of Scope Services. Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

9 Delivery of Services. Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will

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not charge Agency travel time by Axon personnel to Agency premises as work hours.

- 10** **Access Computer Systems to Perform Services.** Agency authorizes Axon to access relevant Agency computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.
- 11** **Site Preparation.** Axon will provide a hardcopy or digital copy of current user documentation for the Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional Services and Devices to operate per the Device User Documentation. Before installation of Devices (whether performed by Agency or Axon), Agency must prepare the location(s) where Devices are to be installed ("**Installation Site**") per the environmental specifications in the Device User Documentation. Following installation, Agency must maintain the Installation Site per the environmental specifications. If Axon modifies Device User Documentation for any Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it. If Axon modifies Device User Documentation for any Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it.
- 12** **Acceptance.** When Axon completes professional Services, Axon will present an acceptance form ("**Acceptance Form**") to Agency. Agency will sign the Acceptance Form acknowledging completion. If Agency reasonably believes Axon did not complete the professional Services in substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within 7 calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within 7 calendar days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional Services.
- 13** **Agency Network.** For work performed by Axon transiting or making use of Agency's network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Agency's network from any cause.

Master Services and Purchasing Agreement**Technology Assurance Plan Appendix**

If Technology Assurance Plan (“TAP”) or a bundle including TAP is on the Quote, this appendix applies.

- 1 **TAP Warranty.** The TAP warranty is an extended warranty that starts at the end of the 1-year Hardware Limited Warranty.
- 2 **Officer Safety Plan.** If Agency purchases an Officer Safety Plan (“OSP”), Agency will receive the deliverables detailed in the Quote. Agency must accept delivery of the TASER CEW and accessories as soon as available from Axon.
- 3 **OSP 7 Term.** OSP 7 begins after Axon ships the Axon Body 3 or TASER 7 hardware to Agency. If Axon ships in the first half of the month, OSP 7 starts the 1st of the following month. If Axon ships in the second half of the month, OSP 7 starts the 15th of the following month (“**OSP 7 Term**”).
- 4 **TAP BWC Upgrade.** If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon body-worn camera (“**BWC Upgrade**”) as scheduled in the Quote. If Agency purchased TAP Axon will provide a BWC Upgrade that is the same or like Device, at Axon’s option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon Dock.
- 5 **TAP Dock Upgrade.** If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon Dock as scheduled in the Quote (“**Dock Upgrade**”). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for BWC compatibility. If Agency originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like Device, at Axon’s option. If Agency originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock that is the same or like Device, at Axon’s option.
- 6 **Upgrade Delay.** Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Agency unless the Parties agree in writing otherwise at least 90 days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote 60 days before the end of the Subscription Term without prior confirmation from Agency.
- 7 **Upgrade Change.** If Agency wants to change Device models for the offered BWC or Dock Upgrade, Agency must pay the price difference between the MSRP for the offered BWC or Dock Upgrade and the MSRP for the model desired. If the model Agency desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
- 8 **Return of Original Device.** Within 30 days of receiving a BWC or Dock Upgrade, Agency must return the original Devices to Axon or destroy the Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Devices. If Agency does not return or destroy the Devices, Axon will deactivate the serial numbers for the Devices received

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by Agency.

- 9** **Termination.** If Agency's payment for TAP, OSP, or Axon Evidence is more than 30 days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
- 9.1** TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
 - 9.2** Axon will not and has no obligation to provide the Upgrade Models.
 - 9.3** Agency must make any missed payments due to the termination before Agency may purchase any future TAP or OSP.

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TASER 7 Appendix

This TASER 7 Appendix applies to Agency's TASER 7, OSP 7, or OSP 7 Plus purchase from Axon.

- 1 **Duty Cartridge Replenishment Plan.** If the Quote includes “**Duty Cartridge Replenishment Plan**”, Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.

- 2 **Training.** If the Quote includes a training voucher, Agency must use the voucher within 1 year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the start of the TASER Subscription Term. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency’s responsibility. If the Quote includes Axon Online Training or Virtual Reality Content Empathy Development for Autism/Schizophrenia (collectively, “**Training Content**”), Agency may access Training Content. Axon will deliver all Training Content electronically.

- 3 **Extended Warranty.** If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a 5-year term, which includes the hardware manufacturer’s warranty plus the 4-year extended term.

- 4 **Trade-in.** If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount (“**Trade-In Units**”) to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

Agency Size	Days to Return from Start Date of TASER 7 Subscription
Less than 100 officers	30 days
100 to 499 officers	90 days
500+ officers	180 days

- 5 **TASER 7 Subscription Term.** The TASER 7 Subscription Term for a standalone TASER 7 purchase begins on shipment of the TASER 7 hardware. The TASER 7 Subscription Term for OSP 7 begins on the OSP 7 Start date.

- 6 **Access Rights.** Upon Axon granting Agency a TASER 7 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 7 CEW devices during the TASER 7 Subscription Term. Agency may not upload any non-TASER 7 data or any other files to Axon Evidence. Agency may not exceed the number of end users than the Quote specifies.



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- 7** **Privacy.** Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content, so Agency may file an objection with the court or administrative body. Agency acknowledges and agrees that Axon may access Agency Content to: (a) perform troubleshooting services upon request or as part of Axon's maintenance or diagnostic screenings; (b) enforce this Agreement or policies governing use of Axon Evidence; (c) generate aggregated data, excluding information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual (collectively, "PII"), to improve, analyze, support, and operate Axon's current and future devices and services.
- 8** **Termination.** If payment for TASER 7 is more than 30 days past due, Axon may terminate Agency's TASER 7 plan by notifying Agency. Upon termination for any reason, then as of the date of termination:
- 8.1** TASER 7 extended warranties and access to Training Content will terminate. No refunds will be given.
 - 8.2** Axon will invoice Agency the remaining MSRP for TASER 7 products received before termination. If terminating for non-appropriations, Axon will not invoice Agency if Agency returns the CEW, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within 30 days of the date of termination.
 - 8.3** Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 7 plan.



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Axon Auto-Tagging Appendix

- 1 **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Agency's Computer-Aided Dispatch ("CAD") or Records Management Systems ("RMS"). This allows end users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Agency's CAD or RMS.
- 2 **Support.** For thirty days after completing Auto-Tagging Services, Axon will provide up to 5 hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, so long as long as Agency maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Agency changes its CAD or RMS.
- 3 **Changes.** Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.
- 4 **Agency Responsibilities.** Axon's performance of Auto-Tagging Services requires Agency to:
 - 4.1 Make available relevant systems, including Agency's current CAD or RMS, for assessment by Axon (including remote access if possible);
 - 4.2 Make required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;
 - 4.3 Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Agency safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;
 - 4.4 Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;
 - 4.5 Promptly install and implement any software updates provided by Axon;
 - 4.6 Ensure that all appropriate data backups are performed;
 - 4.7 Provide assistance, participation, and approvals in testing Auto-Tagging Services;
 - 4.8 Provide Axon with remote access to Agency's Axon Evidence account when required;
 - 4.9 Notify Axon of any network or machine maintenance that may impact the performance of the module at Agency; and
 - 4.10 Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.
- 5 **Access to Systems.** Agency authorizes Axon to access Agency's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

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Axon Fleet Appendix

- 1 **Agency Responsibilities.** Agency must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet as established by Axon during the on-site assessment at Agency and in any technical qualifying questions. If Agency's representations are inaccurate, the Quote is subject to change.
- 2 **CradlePoint.** If Agency purchases CradlePoint Enterprise Cloud Manager, Agency will comply with CradlePoint's end user license agreement. The term of the CradlePoint license may differ from the Axon Evidence Subscription. CradlePoint installation is outside the scope of this Agreement. If Agency requires CradlePoint support, Agency will contact CradlePoint directly.
- 3 **Third-party Installer.** If Agency (a) installs Axon Fleet and related hardware without "train the trainer" Services from Axon; (b) does not follow instructions provided by Axon during train the trainer; or (c) uses a third-party to install the hardware (collectively, "Third-party Installer"), Axon will not be responsible for Third-party Installer's failure to follow instructions relating to installation and use of Axon Fleet. Axon will not be liable for the failure of Axon Fleet hardware to operate per Axon's specifications or damage to Axon Fleet hardware due to a Third-party Installer. Axon may charge Agency if Axon is required to (a) replace hardware damaged by Third-party Installer; (b) provide extensive remote support; or (c) send Axon personnel to Agency to replace hardware damaged by Third-party Installer.
- 4 **Wireless Offload Software.**
 - 4.1 **License Grant.** Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Software ("WOS"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.
 - 4.2 **Restrictions.** Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.
 - 4.3 **Updates.** If Agency purchases WOS maintenance, Axon will make updates and error corrections to WOS ("WOS Updates") available electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.
 - 4.4 **WOS Support.** Upon request by Axon, Agency will provide Axon with access to Agency's store and forward servers solely for troubleshooting and maintenance.
- 5 **Fleet 2 Unlimited.** Both Fleet 2 Unlimited and Fleet 2 Unlimited 60 require a 5-year term. Both



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offerings provide a 4-year extended warranty on Axon Fleet camera hardware.

- 6** **Fleet 2 Unlimited Upgrade.** For Axon Fleet 2 Unlimited, 5 years after the start of the Axon Evidence Subscription associated with Agency's Axon Fleet Purchase, Axon will provide Agency a new front and new rear Axon Fleet camera that is the same or like Device, at Axon's sole option ("**Axon Fleet Upgrade**"). Axon Fleet 2 Unlimited 60 is not eligible to receive an Axon Fleet Upgrade.

After Agency makes the fifth Axon Fleet Unlimited payment, Agency may elect to receive the Axon Fleet Upgrade anytime in the fifth year of the Axon Evidence Subscription associated with Agency's Axon Fleet Purchase. If Agency would like to change models for the Axon Fleet Upgrade, Agency must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Agency is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.

Within 30 days of receiving the Axon Fleet Upgrade, Agency must return the original Devices to Axon or destroy the Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Devices. If Agency does not destroy or return the Devices to Axon, Axon will deactivate the serial numbers for the Devices received by Agency.

- 7** **Fleet Unlimited Termination.** If Agency's payment for any Axon Fleet Unlimited program or Axon Evidence is more than 30 days past due, Axon may terminate Axon Fleet Unlimited. Once Axon Fleet Unlimited terminates for any reason, then:
- 7.1** Axon Fleet Unlimited coverage terminates, and no refunds will be given.
 - 7.2** Axon will not and has no obligation to provide the Axon Fleet Upgrade Models.
 - 7.3** Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Axon Fleet Unlimited.



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Axon Aware Appendix

This Axon Aware Appendix applies to both Axon Aware and Axon Aware Plus.

- 1 **Axon Aware Subscription Term.** If Agency purchases Axon Aware as part of a bundled offering, the Axon Aware subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Aware to Agency.

If Agency purchases Axon Aware as a standalone, the Axon Aware subscription begins the later of the (1) date Axon provisions Axon Aware to Agency, or (2) first day of the month following the Effective Date.

The Axon Aware subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Aware.

- 2 **Scope of Axon Aware.** The scope of Axon Aware is to assist Agency with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Agency uses Axon Aware outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Aware to better meet Agency's needs.

- 3 **LTE Requirements.** Axon Aware is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Agency utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Agency's consent.

- 4 **Axon Aware Service Limitations.** Agency acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.

Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Agency expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Agency is not a third-party beneficiary of any agreement between Axon and the underlying carrier.

- 5 **Termination.** Upon termination of this Agreement, or if Agency stops paying for Axon Aware or bundles that include Axon Aware, Axon will end LTE service.



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Add-on Services Appendix

This Appendix applies to Axon Citizen for Communities, Axon Redaction Assistant, and Axon Performance.

- 1 **Subscription Term.** If Agency purchases Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance as part of OSP 7, the subscription begins on the later of the (1) start date of the OSP 7 Term, or (2) date Axon provisions Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance to Agency.

If Agency purchases Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance to Agency, or (2) first day of the month following the Effective Date.

The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.

- 2 **Axon Citizen Storage.** For Axon Citizen, Agency may store an unlimited amount of data submitted through the public portal ("**Portal Content**"), within Agency's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.
- 3 **Performance Auto-Tagging Data.** In order to provide some features of Axon Performance to Agency, Axon will need to store call for service data from Agency's CAD or RMS.



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Flock Software Terms of Use Appendix

1 **Definitions.**

"Aggregated Data" means information that relates to a group or category of customers, from which individual customer identities have been removed, that is not linked or reasonably linkable to any customer, including via a device.

"Authorized End User" shall mean any individual employees, agents, or contractors of Customer accessing or using the Flock Services through the Web Interface, under the rights granted to Customer pursuant to this Agreement.

"Customer" will mean the Agency.

"Customer Data" will mean the data, media and content provided by Customer through the Flock Services. For the avoidance of doubt, the Customer Data will include the Footage and geolocation information and environmental data collected by sensors built into the Units.

"Documentation" will mean text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Flock Services which are provided by Flock to Customer in accordance with the terms of this Agreement.

"Embedded Software" will mean the software and/or firmware embedded or preinstalled on the Flock Hardware.

"Flock IP" will mean the Flock Services, the Documentation, the Flock Hardware, the Embedded Software, the Installation Services, and any and all intellectual property therein or otherwise provided to Customer and/or its Authorized End Users in connection with the foregoing.

"Flock Hardware" shall mean the Flock Gate Cameras and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Flock Services. The term "Flock Hardware" excludes the Embedded Software.

"Flock Services" means the provision, via the Web Interface, of Flock's software application for automatic license plate detection, searching image records, and sharing Footage.

"Flock System" means collectively, the Flock Hardware, Embedded Software, and Flock Services.

"Footage" means still images and/or video captured by the Flock Hardware in the course of and provided via the Flock Services.

"Non-Customer End User" means a Flock customer that has elected to give Customer access to its data in the Flock System.

"Non-Customer End User Data" means the Footage, geolocation data, environmental data

Title: Master Services and Purchasing Agreement between Axon and Agency



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and/or notifications of a Non-Customer End User.

"Unit(s)" shall mean the Flock Hardware together with the Embedded Software.

"Web Interface" means the website(s) or application(s) through which Customer and its Authorized End Users can access the Flock Services in accordance with the terms of this Agreement.

2 Flock Services.

2.1 Provision of Access. Subject to the terms of this Agreement, Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the term of Customer's agreement, solely for the Authorized End Users. The Footage will be available for Customer to access via the Web Interface for 30 days. Authorized End Users will be required to sign up for an account, and select a password and username ("**User ID**"). Flock will also provide Customer the Documentation to be used in accessing and using the Flock Services. Customer shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Customer, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Customer. Customer shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User's use of the Flock Services and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, including without limitation using a third party to host the Web Interface which make the Flock Services available to Customer and Authorized End Users. Customer agrees to comply with any acceptable use policies and other terms of any third-party service provider that are provided or otherwise made available to Customer from time to time.

2.2 Embedded Software License. Subject to all terms of this Agreement, Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as installed on the Flock Hardware by Flock; in each case, solely as necessary for Customer to use the Flock Services.

2.3 Documentation License. Subject to the terms of this Agreement, Flock hereby grants to Customer a non-exclusive, non-transferable right and license to use the Documentation during the Service Term for Customer's internal purposes in connection with its use of the Flock Services as contemplated herein.

2.4 Usage Restrictions. Customer will not, and will not permit any Authorized End Users to, (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP, or attempt to do any of the foregoing, and Customer acknowledges that nothing in this Agreement will be construed to grant Customer any right to obtain or



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use such source code; (iii) modify, alter, tamper with or repair any of the Flock IP, or create any derivative product from any of the foregoing, or attempt to do any of the foregoing, except with the prior written consent of Flock; (vi) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Application IP; (vii) use the Flock Services for timesharing or service bureau purposes or otherwise for the benefit of a third party or any purpose other than the Purpose; or (viii) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Customer's rights under Sections 2.1, 2.2, or 2.3.

2.5 Retained Rights; Ownership. As between the Parties, subject to the rights granted in this Agreement, Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. There are no implied rights.

2.6 Suspension. Notwithstanding anything to the contrary in this Agreement, Flock may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Flock IP if (i) Flock reasonably determines that (a) there is a threat or attack on any of the Flock IP; (b) Customer's or any Authorized End User's use of the Flock Service disrupts or poses a security risk to the Flock Service or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Flock's provision of the Flock Services to Customer or any Authorized End User is prohibited by applicable law; or (e) any vendor of Flock has suspended or terminated Flock's access to or use of any third party services or products required to enable Customer to access the Flock (each such suspension, in accordance with this Section 2.6, a "**Service Suspension**"). Flock will make commercially reasonable efforts, circumstances permitting, to provide written notice of any Service Suspension to Customer (including notices sent to Flock's registered email address) and to provide updates regarding resumption of access to the Flock IP following any Service Suspension. Flock will use commercially reasonable efforts to resume providing access to the Application Service as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Flock will extend the Customer's term by the duration of any suspension (for any continuous suspension lasting at least one full day) where the service suspension is not caused by the direct Customer's actions or by the actions of parties associated with the Customer. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that Customer or any Authorized End User may incur as a result of a Service Suspension.

3 Installation Services.

3.1 Designated Locations. Prior to performing the physical installation of the Units, Flock shall advise Customer on the location and positioning of the Units for optimal license plate image capture, as conditions and location allow. While Flock will provide advice



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regarding the location of positioning of such Units, Customer will have the ultimate decision regarding the location, position, and angle of the Units (each Unit location so designated by Customer, a "**Designated Location**"). Due to the fact that Customer selects the Designated Location, Flock shall have no liability to Customer resulting from any poor performance, functionality or Footage resulting from or otherwise relating to the Designated Locations. After an installation plan with Designated Locations and equipment has been agreed upon by both Flock and the Customer, any subsequent changes to the installation plan driven by Customer's request will incur a \$250 charge in addition to any equipment charges. These changes include but are not limited to camera re-positioning, adjusting of camera mounting, re-angling, changes to heights of poles, and removing foliage.

- 3.2 Customer's Installation Obligations.** Customer agrees to allow Flock and its agents reasonable access to the designated installation locations at all reasonable times upon reasonable notice for the purpose of performing the installation work (together with the preceding sentence, the "**Customer Installation Obligations**"). It is understood that the Installation Fees do not include any permits or associated costs, any federal, state or local taxes including property, license, privilege, sales, use, excise, gross receipts or other similar taxes which may now or hereafter become applicable to, measured by or imposed upon or with respect to the installation of the Flock Hardware, its use, or any other services performed in connection therewith and that Customer shall be solely responsible for the foregoing. Customer represents and warrants that it has all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the Designated Locations and to make any necessary inspections or tests in connection with such installation.
- 3.3 Flock's Installation Obligations.** The Flock Hardware shall be installed in a workmanlike manner in accordance with Flock's standard installation procedures, and the installation will be completed within a reasonable time from the time the Designated Locations are selected by Customer. Following the initial installation of the Flock Hardware, Flock's obligation to perform installation work shall cease; however, Flock will continue to monitor the performance of the Units. Customer understands and agrees that the Flock Services will not function without the Flock Hardware.
- 3.4 Theft and Damage.** Flock agrees to replace the Flock Hardware up to 1 time during the Term, at no cost to Customer, in the event of theft or damage. Subsequent replacement due to damage or theft will be at Customer's own expense, at a replacement cost of \$300 per camera. Customer shall not be required to replace subsequently damaged or stolen units; however, Customer understands and agrees that functionality, including Footage, will be materially affected due to such subsequently damaged or stolen units and that Flock will have no liability to Customer regarding such affected functionality nor shall the Fees owed be impacted.
- 3.5 Security Interest.** The Flock Hardware shall remain the personal property of Flock and will be removed upon the termination or expiration of Customer's Agreement. Customer agrees to perform all acts which may be necessary to assure the retention



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of title of the Flock Hardware by Flock. Should Customer default in any payment for the Flock Services or any part thereof or offer to sell or auction the Flock Hardware, then Customer authorizes and empowers Flock to remove the Flock Hardware or any part thereof. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

3.6 Hazardous Conditions. Unless otherwise stated in the Agreement, Flock's price for its services under this Agreement does not contemplate work in any areas that contain hazardous materials, or other hazardous conditions, including, without limit, asbestos. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately in the area affected until such materials are removed or rendered harmless. Any additional expenses incurred by Flock as a result of the discovery or presence of hazardous material or hazardous conditions shall be the responsibility of Customer and shall be paid promptly upon billing.

4 Customer Representations and Warranties. Customer represents, covenants, and warrants that Customer will use the Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of video, photo, or audio content and retention thereof.

5 Data, Feedback; Aggregated Statistics.

5.1 Customer and Non-Customer End User Data. As between Flock and Customer, all right, title and interest in the Customer Data and Non-Customer End User Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, worldwide license to use the Customer Data and Non-Customer End User Data and perform all acts with respect to the Customer Data and Non-Customer End User Data as may be necessary for Flock to provide the Flock Services to Customer, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify and distribute the Customer Data and Non-Customer End User Data as a part of the Aggregated Data (as defined in Section 5.3 below). This Agreement does not by itself make any Non-Customer End User Data the sole property or the Proprietary Information of Customer.

5.2 Feedback. If Customer provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Customer hereby assigns (and will cause its agents and representatives to assign) to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

5.3 Aggregated Data. Notwithstanding anything in this Agreement to the contrary, Flock shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Flock Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom). Customer acknowledges that Flock will



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be compiling Aggregated Data based on Customer Data and Non-Customer End User Data input into the Flock Services. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right and license (during and after the Service Term hereof) to use and distribute such Aggregated Data to improve and enhance the Services and for other marketing, development, diagnostic and corrective purposes in connection with the Flock Services and other Flock offerings. No rights or licenses are granted except as expressly set forth herein.

6 Remedy; Warranty; and Disclaimer.

- 6.1 Remedy.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a "Defect"), Customer must first make commercially reasonable efforts to address the problem by contacting Flock's technical support. If such efforts do not correct the Defect, Flock shall, or shall instruct one of its contractors to, in its sole discretion, repair or replace the Flock Hardware or Embedded Software suffering from the Defect. Flock reserves the right to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Unit; provided that such inspection and test shall occur within 72 hours after Customer notifies the Flock of defect. Except for cameras owned by Customer, Flock agrees to replace cameras once at no cost to Customer upon the first instance of theft or damage. Subsequent replacement due to damage or theft will be at Customer's own expense with a replacement cost of \$300 per camera. Customer shall not be required to replace subsequently damaged or stolen units; however, Customer understands and agrees that functionality, including Footage, will be materially affected due to such subsequently damaged or stolen units and that Flock will have no liability to Customer regarding such affected functionality nor shall the Fees owed be impacted.
- 6.2 Exclusions.** Flock will not provide the remedy described in Section 6.1 above if any of the following exclusions apply: (a) misuse of the Flock Hardware or Embedded Software in any manner, including operation of the Flock Hardware or Embedded Software in any way that does not strictly comply with any applicable specifications, documentation, or other restrictions on use provided by Flock; (b) damage, alteration, or modification of the Flock Hardware or Embedded Software in any way; or (c) combination of the Flock Hardware or Embedded Software with software, hardware or other technology that was not expressly authorized by Flock.
- 6.3 Warranty.** Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Flock Services. Flock Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.
- 6.4 Disclaimer.** THE REMEDY DESCRIBED IN SECTION 6.1 ABOVE IS CUSTOMER'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE FLOCK HARDWARE AND/OR EMBEDDED SOFTWARE. THE FLOCK DOES NOT WARRANT THAT



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THE FLOCK SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE FLOCK SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE FLOCK SERVICES AND INSTALLATION SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

7 **Limitation of Liability and Indemnity.**

- 7.1 Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL FLOCK HARDWARE AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY, INCOMPLETENESS OR CORRUPTION OF DATA OR FOOTAGE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE OR IDENTIFY AND/OR CORRELATE A LICENSE PLATE WITH THE FBI DATABASE; (D) FOR ANY PUBLIC DISCLOSURE OF PROPRIETARY INFORMATION MADE IN GOOD FAITH; OR (E) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE FLOCK SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT OF AN EMERGENCY, CUSTOMER SHOULD CONTACT 911 AND SHOULD NOT RELY ON THE FLOCK SERVICES.
- 7.2 Responsibility.** Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable (if at all) only for the torts of its own officers, agents, or employees that occur within the scope of their official duties. Customer will not pursue any claims or actions against Flock's suppliers.
- 7.3 Indemnity.** Customer hereby agrees to indemnify and hold harmless Flock against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of Section 3, a breach of this Agreement, Customer's sharing of any data in connection with the Flock system, Flock employees or agent or Non-Customer End Users, or otherwise from Customer's use of the Flock Services, Flock Hardware and any Software, including any claim that such actions violate any applicable law or third party right. Although Flock has no obligation to monitor Customer's use of the



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Flock Services, Flock may do so and may prohibit any use of the Flock Services it believes may be (or alleged to be) in violation of the Section 3 or this Agreement.

- 8** **Data Preservation.** The Customer agrees to store Customer Data and Non-Customer End User Data in compliance with all applicable local, state, and federal laws, regulations, policies and ordinances and their associated record retention schedules. As part of Customer's consideration for paid access and no-fee access to the Flock System, to the extent that Flock is required by local, state or federal law to store the Customer Data or the Non-Customer End User Data, Customer agrees to preserve and securely store this data on Flock's behalf so that Flock can delete the data from its servers and, should Flock be legally compelled by judicial or government order, Flock may retrieve the data from Customer upon demand.
- 9** **Publicity.** Flock has the right to reference and use Customer's name and trademarks and disclose the nature of the Flock Services provided hereunder in each case in business and development and marketing efforts, including without limitation on Flock's website.
- 10** **Export.** Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in FAR section 2.101, the Flock Services, the Flock Hardware, the Embedded Software and Documentation are "commercial items" and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

Master Services and Purchasing Agreement**Axon Commander™ Software Appendix**

- 1 **License.** Axon owns all executable instructions, images, icons, sound, and text in Commander. All rights are reserved to Axon. Axon grants a non-exclusive, royalty-free, worldwide right and license to use Commander. "Use" means storing, loading, installing, or executing Commander exclusively for data communication with an Axon Device. Agency may use Commander in a networked environment on computers other than the computer it installs Commander on, so long as each execution of Commander is for data communication with an Axon Device. Agency may make copies of Commander for archival purposes only. Agency shall retain all copyright, trademark, and proprietary notices in Commander on all copies or adaptations.
- 2 **Term.** The Quote will detail the duration of the Commander license, as well as any maintenance. The term will begin upon installation of Commander by Axon.
- 3 **License Restrictions.** All licenses will immediately terminate if Agency does not comply with any term of this Agreement. Agency may not use Commander for any purpose other than as expressly permitted by this Agreement. Agency may not:
 - 3.1 modify, tamper with, repair, or otherwise create derivative works of Commander;
 - 3.2 reverse engineer, disassemble, or decompile Commander or apply any process to derive the source code of Commander, or allow others to do the same;
 - 3.3 access or use Commander to avoid incurring fees or exceeding usage limits or quotas;
 - 3.4 copy Commander in whole or part, except as expressly permitted in this Agreement;
 - 3.5 use trade secret information contained in Commander;
 - 3.6 resell, rent, loan or sublicense Commander;
 - 3.7 access Commander to build a competitive device or service or copy any features, functions, or graphics of Commander; or
 - 3.8 remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Commander or any copies of Commander.
- 4 **Support.** Axon may make available updates and error corrections ("**Updates**") to Commander. Axon will provide Updates electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate access to the Internet to receive Updates. Agency is responsible for maintaining the computer equipment necessary to use Commander. Axon may provide technical support of a prior release/version of Commander for 6 months from when Axon made the subsequent release/version available.
- 5 **Termination.** Axon may terminate Agency's license immediately for Agency's failure to comply with any of the terms in this Agreement. Upon termination, Axon may disable Agency's right to login to Axon Commander.

Master Services and Purchasing Agreement**Axon Application Programming Interface Appendix****1 Definitions.**

"API Client" means the software that acts as the interface between Agency's computer and the server, which is already developed or to be developed by Agency.

"API Interface" means software implemented by Agency to configure Agency's independent API Client Software to operate in conjunction with the API Service for Agency's authorized Use.

"Axon Evidence Partner API, API or AXON API" (collectively **"API Service"**) means Axon's API which provides a programmatic means to access data in Agency's Axon Evidence account or integrate Agency's Axon Evidence account with other systems.

"Use" means any operation on Agency's data enabled by the supported API functionality.

2 Purpose and License.

2.1 Agency may use API Service and data made available through API Service, in connection with an API Client developed by Agency. Axon may monitor Agency's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Agency agrees to not interfere with such monitoring or obscure from Axon Agency's use of API Service. Agency will not use API Service for commercial use.

2.2 Axon grants Agency a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Agency's Use in connection with Agency's API Client.

2.3 Axon reserves the right to set limitations on Agency's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

3 Configuration. Agency will work independently to configure Agency's API Client with API Service for Agency's applicable Use. Agency will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Agency will inform Axon promptly of any updates. Upon Agency's registration, Axon will provide documentation outlining API Service information.

4 Agency Responsibilities. When using API Service, Agency and its end users may not:

4.1 use API Service in any way other than as expressly permitted under this Agreement;

4.2 use in any way that results in, or could result in, any security breach to Axon;

4.3 perform an action with the intent of introducing any viruses, worms, defect, Trojan horses, malware, or any items of a destructive nature to Axon Devices and Services;

4.4 interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;

4.5 reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;

4.6 create an API Interface that functions substantially the same as API Service and offer it for use by third parties;



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- 4.7 provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;
- 4.8 frame or mirror API Service on any other server, or wireless or Internet-based device;
- 4.9 make available to a third-party, any token, key, password or other login credentials to API Service;
- 4.10 take any action or inaction resulting in illegal, unauthorized or improper purposes; or disclose Axon's API manual.
- 5 **API Content.** All content related to API Service, other than Agency Content or Agency's API Client content, is considered Axon's API Content, including:
- 5.1 the design, structure and naming of API Service fields in all responses and requests;
- 5.2 the resources available within API Service for which Agency takes actions on, such as evidence, cases, users, or reports; and
- 5.3 the structure of and relationship of API Service resources; and
- 5.4 the design of API Service, in any part or as a whole.
- 6 **Prohibitions on API Content.** Neither Agency nor its end users will use API content returned from the API Interface to:
- 6.1 scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;
- 6.2 copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;
- 6.3 misrepresent the source or ownership; or
- 6.4 remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).
- 7 **API Updates.** Axon may update or modify the API Service from time to time ("**API Update**"). Agency is required to implement and use the most current version of API Service and to make any applicable changes to Agency's API Client required as a result of such API Update. API Updates may adversely affect how Agency's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Agency to update API Client to the most current version of API Service. Axon will provide support for 1 year following the release of an API Update for all depreciated API Service versions.



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Advanced User Management Appendix

- 1 **Scope.** Advanced User Management allows Agency to (a) utilize bulk user creation and management, (b) automate user creation and management through System for Cross-domain Identity Management ("**SCIM**"), and (c) automate group creation and management through SCIM.

- 2 **Advanced User Management Configuration.** Agency will work independently to configure Agency's Advanced User Management for Agency's applicable Use. Upon request, Axon will provide general guidance to Agency, including documentation that details the setup and configuration process.



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Axon Channel Services Appendix

1 Definitions.

"Axon Digital Evidence Management System" means Axon Evidence or Axon Commander, as specified in the attached Channel Services Statement of Work.

"Active Channel" means a third-party system that is continuously communicating with an Axon Digital Evidence Management System.

"Inactive Channel" means a third-party system that will have a one-time communication to an Axon Digital Evidence Management System.

2 Scope. Agency currently has a third-party system or data repository from which Agency desires to share data with Axon Digital Evidence Management. Axon will facilitate the transfer of Agency's third-party data into an Axon Digital Evidence Management System or the transfer of Agency data out of an Axon Digital Evidence Management System as defined in the Channel Services Statement of Work ("**Channel Services SOW**"). Channel Services will not delete any Agency Content. Agency is responsible for verifying all necessary data is migrated correctly and retained per Agency policy.

3 Purpose and Use. Agency is responsible for verifying Agency has the right to share data from and provide access to third-party system as it relates to the Services described in this Appendix and the Channel Services SOW. For Active Channels, Agency is responsible for any changes to a third-party system that may affect the functionality of the channel service. Any additional work required for the continuation of the Service may require additional fees. An Axon Field Engineer may require access to Agency's network and systems to perform the Services described in the Channel Services SOW. Agency is responsible for facilitating this access per all laws and policies applicable to Agency.

4 Project Management. Axon will assign a Project Manager to work closely with Agency's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.

5 Warranty. Axon warrants that it will perform the Channel Services in a good and workmanlike manner.

6 Monitoring. Axon may monitor Agency's use of Channel Services to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Agency agrees not to interfere with such monitoring or obscure from Axon Agency's use of channel services.

7 Agency's Responsibilities. Axon's successful performance of the Channel Services requires Agency:

7.1 Make available its relevant systems for assessment by Axon (including making these systems available to Axon via remote access);

7.2 Provide access to the building facilities and where Axon is to perform the Channel



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Services, subject to safety and security restrictions imposed by the Agency (including providing security passes or other necessary documentation to Axon representatives performing the Channel Services permitting them to enter and exit Agency premises with laptop personal computers and any other materials needed to perform the Channel Services);

- 7.3** Provide all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) for Axon to provide the Channel Services;
- 7.4** Ensure all appropriate data backups are performed;
- 7.5** Provide Axon with remote access to the Agency's network and third-party systems when required for Axon to perform the Channel Services;
- 7.6** Notify Axon of any network or machine maintenance that may impact the performance of the Channel Services; and
- 7.7** Ensure the reasonable availability by phone or email of knowledgeable staff, personnel, system administrators, and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Channel Services).



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VIEVU Data Migration Appendix

- 1** **Scope.** Agency currently has legacy data in the VIEVU Solution from which Agency desires to move to Axon Evidence. Axon will work with Agency to copy legacy data from the VIEVU solution into Axon Evidence ("**Migration**"). Before Migration, Agency and Axon will work together to develop a Statement of Work ("**Migration SOW**") to detail all deliverables and responsibilities. The Migration will require the availability of Agency resources. Such resources will be identified in the SOW. On-site support during Migration is not required. Upon Agency's request, Axon will provide on-site support for an additional fee. Any request for on-site support will need to be pre-scheduled and is subject to Axon's resource availability.

A small amount of unexposed data related to system information will not be migrated from the VIEVU solution to Axon Evidence. Upon request, some of this data can be manually exported before Migration and provided to Agency. The Migration SOW will provide further detail.

- 2** **Changes.** Axon is only responsible to perform the Services described in this Appendix and Migration SOW. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
- 3** **Project Management.** Axon will assign a Project Manager to work closely with Agency's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.
- 4** **Downtime.** There may be downtime during the Migration. The duration of the downtime will depend on the amount of data that Agency is migrating. Axon will work with Agency to minimize any downtime. Any VIEVU mobile application will need to be disabled upon Migration.
- 5** **Functionality Changes.** Due to device differences between the VIEVU solution and the Axon's Axon Evidence solution, there may be functionality gaps that will not allow for all migrated data to be displayed the same way in the user interface after Migration.
- 6** **Acceptance.** Once the Migration is complete, Axon will notify Agency and an acceptance form. Agency is responsible for verifying that the scope of the project has been completed and all necessary data is migrated correctly and retained per Agency policy. Agency will have 90 days to provide Axon acceptance that the Migration was successful, or Axon will deem the Migration accepted.

In the event Agency does not accept the Migration, Agency agrees to notify the Axon within a reasonable time. Agency also agrees to allow Axon a reasonable time to resolve any issue. In the event Agency does not provide the Axon written rejection of the Migration during these 90 days, Agency may be charged for additional monthly storage costs. After Agency provides acceptance of the Migration, the Axon will delete all data from the VIEVU solution 90 days after the Migration.



Master Services and Purchasing Agreement

- 7 **Post-Migration.** After Migration, the VIEVU solution may not be supported and updates may not be provided. Axon may end of life the VIEVU solution in the future. If Agency elects to maintain data within the VIEVU solution, Axon will provide Agency 90 days' notice before ending support for the VIEVU solution.

- 8 **Warranty.** Axon warrants that it will perform the Migration in a good and workmanlike manner.

- 9 **Monitoring.** Axon may monitor Agency's use of Migration to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Agency agrees not to interfere with such monitoring or obscure from Axon Agency's use of Migration.



Master Services and Purchasing Agreement

Axon Support Engineer Appendix

- 1 **Axon Support Engineer Payment.** Axon will invoice for Axon Support Engineer ("ASE") services, as outlined in the Quote, when the Axon Support Engineer commences work on-site at Agency.
- 2 **Full-Time ASE Scope of Services.**
 - 2.1 A Full-Time ASE will work on-site four (4) days per week.
 - 2.2 Agency's Axon sales representative and Axon's Agency Success team will work with Agency to define its support needs and ensure the Full-Time ASE has skills to align with those needs. There may be up to a 6-month waiting period before the Full-Time ASE can work on-site, depending upon Agency's needs and availability of a Full-Time ASE.
 - 2.3 The purchase of Full-Time ASE Services includes 2 complimentary Axon Accelerate tickets per year of the Agreement, so long as the ASE has started work at Agency, and Agency is current on all payments for the Full-Time ASE Service.

The Full-Time ASE Service options are listed below:

Ongoing System Set-up and Configuration

- Assisting with assigning cameras and registering docks
- Maintaining Agency's Axon Evidence account
- Connecting Agency to "Early Access" programs for new devices

Account Maintenance

- Conducting on-site training on new features and devices for Agency leadership team(s)
- Thoroughly documenting issues and workflows and suggesting new workflows to improve the effectiveness of the Axon program
- Conducting weekly meetings to cover current issues and program status

Data Analysis

- Providing on-demand Axon usage data to identify trends and insights for improving daily workflows
- Comparing Agency's Axon usage and trends to peers to establish best practices
- Proactively monitoring the health of Axon equipment and coordinating returns when needed

Direct Support

- Providing on-site, tier 1 and tier 2 technical support for Axon devices
- Proactively monitoring the health of Axon equipment
- Creating and monitoring RMAs on-site
- Providing Axon app support
- Monitoring and testing new firmware and workflows before they are released to Agency's production environment

Agency Advocacy

- Coordinating bi-annual voice of customer meetings with Axon's Device Management team
- Recording and tracking Agency feature requests and major bugs

- 3 **Regional ASE Scope of Services**

- 3.1 A Regional ASE will work on-site for 3 consecutive days per quarter. Agency must schedule the on-site days at least 2 weeks in advance. The Regional ASE will also be



Master Services and Purchasing Agreement

- available by phone and email during regular business hours up to 8 hours per week.
- 3.2** There may be up to a 6-month waiting period before Axon assigns a Regional ASE to Agency, depending upon the availability of a Regional ASE.
- 3.3** The purchase of Regional ASE Services includes 2 complimentary Axon Accelerate tickets per year of the Agreement, so long as the ASE has started work at Agency and Agency is current on all payments for the Regional ASE Service.

The Regional ASE service options are listed below:

Account Maintenance

- Conducting remote training on new features and devices for Agency's leadership
- Thoroughly documenting issues and workflows and suggesting new workflows to improve the effectiveness of the Axon program
- Conducting weekly conference calls to cover current issues and program status
- Visiting Agency quarterly (up to 3 consecutive days) to perform a quarterly business review, discuss Agency's goals for your Axon program, and continue to ensure a successful deployment of Axon devices

Direct Support

- Providing remote, tier 1 and tier 2 technical support for Axon devices
- Creating and monitoring RMAs remotely

Data Analysis

- Providing quarterly Axon usage data to identify trends and program efficiency opportunities
- Comparing an Agency's Axon usage and trends to peers to establish best practices
- Proactively monitoring the health of Axon equipment and coordinating returns when needed

Agency Advocacy

- Coordinating bi-yearly Voice of Agency meetings with Device Management team
- Recording and tracking Agency feature requests and major bugs

- 4** **Out of Scope Services.** The ASE is responsible to perform only the Services described in this Appendix. Any additional Services discussed or implied that are not defined explicitly in this Appendix will be considered out of the scope.
- 5** **ASE Leave Time.** The ASE will be allowed up 7 days of sick leave and up to 15 days of vacation time per each calendar year. The ASE will work with Agency to coordinate any time off and will provide Agency with at least 2 weeks' notice before utilizing any vacation days.



Master Services and Purchasing Agreement

Redaction Services Appendix

- 1 **Scope.** Each month of Axon Redaction Service, Agency may utilize up to the number of redacted videos included on the Quote, or the maximum number of hours, whichever comes first. In order to be considered one video, a video an Agency submits to Axon for redaction must be less than 1 hour. If a video is longer than 1 hour, it will be rounded up to the next hour. For example, if Agency submits a video for redaction and that video is 150 minutes, the video will be considered 3 hours. Agency may not rollover unused redactions and hours from one month to the next.
- 2 **Agency Responsibilities.**
 - 2.1 **Access.** Agency will create an account for Axon within Agency's Axon Evidence tenant. Agency must provision Axon to have only permission to view and redact videos identified for redaction. Upon completion of work or on a periodic basis in alignment with Agency's policy, Agency must manage or disable Axon's access within Agency's Axon Evidence tenant.
 - 2.2 **Policy.** Agency is responsible for providing Axon Agency's standard policy regarding redaction ("**Redaction Policy**"). The Redaction Policy should identify typical objects and audio that need to be redacted from video. Axon will redact videos per the Redaction Policy unless otherwise instructed in writing.
- 3 **Submission.** Agency will identify video for redaction and will submit requests to redactionservices@axon.com. Axon will redact the video according to the Redaction Policy within 72 hours. The redaction will be performed using Axon Evidence's Redaction Studio.
- 4 **Security.** Axon will use CJIS certified employees to perform all redaction services. Axon employees will perform all redactions in a CJIS compliant room.
- 5 **Acceptance of Redacted Video.** Upon completing the redaction, Axon will assign the redacted video to Agency. Agency will review the video within 5 business days of receipt and notify Axon of any required changes. If changes are necessary, Axon will perform such changes within 48 hours of notification. In the event Agency does not notify Axon of any requested changes within 5 business days of receipt of the redacted video, Axon will deem the redacted video accepted by Agency.
- 6 **Changes.** Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.



AXON

Benicia Police Dept. - CA

AXON SALES REPRESENTATIVE

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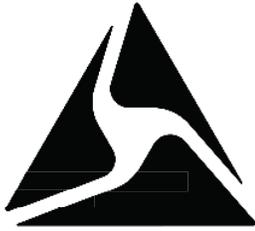
ISSUED
6/5/2020 **255**

Q-253485-43987.895TR

Issued: 06/05/2020

Quote Expiration: 06/30/2020

Account Number: 156843

Payment Terms: Net 30
Delivery Method: Fedex - Ground**Axon Enterprise, Inc.**
17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737**SHIP TO**Sandra Ayala
Benicia Police Dept. - CA
200 E. L Street
Benicia, CA 94510
US**BILL TO**Benicia Police Dept. - CA
200 E. L Street
Benicia, CA 94510
US**SALES REPRESENTATIVE**Thom Ruseva-Mahan
Phone: +1 4805026238
Email: tmahan@axon.com
Fax: +1 4809993359**PRIMARY CONTACT**Sandra Ayala
Phone: (707) 746-4258
Email: sayala@ci.benicia.ca.us**Year 1**

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
73735	REDACTION ASSISTANT 31-50 SWORN AGENCY-WIDE LICENSE	60	1	0.00	0.00	0.00
73682	AUTO TAGGING LICENSE	60	36	0.00	0.00	0.00
20248	TASER 7 EVIDENCE.COM ACCESS LICENSE	60	1	0.00	0.00	0.00
73687	EVIDENCE.COM VIEWER LICENSE	60	1	0.00	0.00	0.00
73746	PROFESSIONAL EVIDENCE.COM LICENSE	60	36	0.00	0.00	0.00
73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	60	36	0.00	0.00	0.00
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	60	360	0.00	0.00	0.00
73449	AWARE LICENSE	60	36	0.00	0.00	0.00
20248	TASER 7 EVIDENCE.COM ACCESS LICENSE	60	36	0.00	0.00	0.00
20246	TASER 7 DUTY CARTRIDGE REPLACEMENT ACCESS LICENSE	60	36	0.00	0.00	0.00
Hardware						
20160	TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER		36	0.00	0.00	0.00
75015	SIGNAL SIDEARM KIT		36	0.00	0.00	0.00
73202	AXON BODY 3 - NA10		36	699.00	0.00	0.00
74210	AXON BODY 3 - 8 BAY DOCK		5	1,495.00	0.00	0.00

Year 1 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware (Continued)						
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK		5	43.90	43.90	219.50
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)		72	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)		72	0.00	0.00	0.00
20014	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, STANDOFF (3		72	0.00	0.00	0.00
20015	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, CLOSE QUART		72	0.00	0.00	0.00
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)		72	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)		72	0.00	0.00	0.00
20008	TASER 7 HANDLE, HIGH VISIBILITY (GREEN LASER), CLASS 3R		36	0.00	0.00	0.00
20040	TASER 7 HANDLE WARRANTY, 4-YEAR		36	0.00	0.00	0.00
20018	TASER 7 BATTERY PACK, TACTICAL		43	0.00	0.00	0.00
20041	TASER 7 BATTERY PACK WARRANTY, 4-YEAR		43	0.00	0.00	0.00
80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7		1	0.00	0.00	0.00
20042	TASER 7 DOCK & CORE WARRANTY, 4-YEAR		1	0.00	0.00	0.00
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK		1	0.00	0.00	0.00
74200	TASER 7 6-BAY DOCK AND CORE		1	0.00	0.00	0.00
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)		108	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)		108	0.00	0.00	0.00
20016	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE)		36	0.00	0.00	0.00
20017	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE)		36	0.00	0.00	0.00
74028	WING CLIP MOUNT, AXON RAPIDLOCK		40	0.00	0.00	0.00
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2		36	0.00	0.00	0.00
Other						
Not Eligible Halt Suit	Not Eligible Halt Suit		1	0.00	0.00	0.00

Year 1 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other (Continued)						
73484	REDACTION ASSISTANT 31-50 SWORN PAYMENT	12	1	7,500.00	4,565.83	4,565.83
73835	AUTO TAGGING LICENSE PAYMENT	12	36	180.00	0.00	0.00
73810	OFFICER SAFETY PLAN 7	60	36	0.00	0.00	0.00
Not Eligible TASER 7 INSTRUCTOR COURSE VOUCHER	Not Eligible TASER 7 INSTRUCTOR COURSE VOUCHER		1	0.00	0.00	0.00
73811	OFFICER SAFETY PLAN 7 PAYMENT	12	36	1,908.00	882.44	31,767.84
Not Eligible TASER 7 MASTER INSTRUCTOR SCHOOL VOUC	Not Eligible TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER		1	0.00	0.00	0.00
20135	OCULUS GO STANDALONE VIRTUAL REALITY HEADSET		1	0.00	0.00	0.00
20247	TASER 7 ONLINE TRAINING CONTENT ACCESS LICENSE	60	36	0.00	0.00	0.00
20249	VR EMPATHY DEVELOPMENT STARTER CONTENT ACCESS	60	36	0.00	0.00	0.00
73827	AB3 CAMERA TAP WARRANTY	60	36	0.00	0.00	0.00
73828	AB3 8 BAY DOCK TAP WARRANTY	60	5	0.00	0.00	0.00
80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)		1	0.00	0.00	0.00
71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK		5	0.00	0.00	0.00
Services						
85144	AXON STARTER		1	2,750.00	2,750.00	2,750.00
85147	CEW STARTER		1	2,750.00	2,750.00	2,750.00
					Subtotal	42,053.17
					Estimated Shipping	0.00
					Estimated Tax	2,909.27
					Total	44,962.44

Spares

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
73202	AXON BODY 3 - NA10		1	0.00	0.00	0.00
20008	TASER 7 HANDLE, HIGH VISIBILITY (GREEN LASER), CLASS 3R		1	0.00	0.00	0.00
20040	TASER 7 HANDLE WARRANTY, 4-YEAR		1	0.00	0.00	0.00
74028	WING CLIP MOUNT, AXON RAPIDLOCK		1	0.00	0.00	0.00
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2		1	0.00	0.00	0.00
Other						
73827	AB3 CAMERA TAP WARRANTY	60	1	0.00	0.00	0.00
					Subtotal	0.00
					Estimated Tax	0.00
					Total	0.00

Year 2

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
73484	REDACTION ASSISTANT 31-50 SWORN PAYMENT	12	1	7,500.00	7,500.14	7,500.14
73835	AUTO TAGGING LICENSE PAYMENT	12	36	180.00	472.03	16,993.08
73811	OFFICER SAFETY PLAN 7 PAYMENT	12	36	1,908.00	1,947.95	70,126.20
					Subtotal	94,619.42
					Estimated Tax	5,873.07
					Total	100,492.49

Year 3

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
20015	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, CLOSE QUART		72	0.00	0.00	0.00
20014	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, STANDOFF (3		72	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)		72	0.00	0.00	0.00

Year 3 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware (Continued)						
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)		72	0.00	0.00	0.00
Other						
73484	REDACTION ASSISTANT 31-50 SWORN PAYMENT	12	1	7,500.00	7,500.14	7,500.14
73835	AUTO TAGGING LICENSE PAYMENT	12	36	180.00	472.03	16,993.08
73309	AXON BODY CAMERA REFRESH ONE		36	0.00	39.95	1,438.20
73811	OFFICER SAFETY PLAN 7 PAYMENT	12	36	1,908.00	1,908.00	68,688.00
73689	MULTI-BAY BWC DOCK MID REFRESH		5	0.00	0.00	0.00
					Subtotal	94,619.42
					Estimated Tax	5,873.07
					Total	100,492.49

Year 4

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)		72	0.00	0.00	0.00
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)		72	0.00	0.00	0.00
Other						
73484	REDACTION ASSISTANT 31-50 SWORN PAYMENT	12	1	7,500.00	7,500.14	7,500.14
73835	AUTO TAGGING LICENSE PAYMENT	12	36	180.00	472.03	16,993.08
73811	OFFICER SAFETY PLAN 7 PAYMENT	12	36	1,908.00	1,947.95	70,126.20
					Subtotal	94,619.42
					Estimated Tax	5,873.07
					Total	100,492.49

Year 5

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)		72	0.00	0.00	0.00
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)		72	0.00	0.00	0.00
Other						
73484	REDACTION ASSISTANT 31-50 SWORN PAYMENT	12	1	7,500.00	7,500.14	7,500.14

Year 5 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other (Continued)						
73835	AUTO TAGGING LICENSE PAYMENT	12	36	180.00	472.03	16,993.08
73310	AXON BODY CAMERA REFRESH TWO		36	0.00	0.00	0.00
73811	OFFICER SAFETY PLAN 7 PAYMENT	12	36	1,908.00	1,947.95	70,126.20
73688	MULTI-BAY BWC DOCK FINAL REFRESH		5	0.00	0.00	0.00
					Subtotal	94,619.42
					Estimated Tax	5,873.07
					Total	100,492.49

Grand Total	446,932.40
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Discounts (USD)

Quote Expiration: 06/30/2202

List Amount	451,698.50
Discounts	31,167.65
Total	420,530.85

**Total excludes applicable taxes*

Summary of Payments

Payment	Amount (USD)
Year 1	44,962.44
Spares	0.00
Year 2	100,492.49
Year 3	100,492.49
Year 4	100,492.49
Year 5	100,492.49
Grand Total	446,932.40

Tax is subject to change at order processing with valid exemption.

Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature: _____ **Date:** _____

Name (Print): _____ **Title:** _____

PO# (Or write N/A): _____

Please sign and email to Thom Ruseva-Mahan at tmahan@axon.com or fax to +1 4809993359

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store buy.axon.com

The trademarks referenced above are the property of their respective owners.

Axon Enterprise, Inc.

DocuSigned by:

 55DAEBB131A4424...

Robert Driscoll

VP, Assoc. General Counsel

6/5/2020 | 3:23 PM MST

*****Axon Internal Use Only*****

		SFDC Contract #:
		Order Type:
		RMA #:
		Address Used:
		SO #:
Review 1	Review 2	
Comments:		

263



AXON

Benicia Police Dept. - CA

AXON SALES REPRESENTATIVE

Thom Ruseva-Mahan

+1 4805026238

tmahan@axon.com

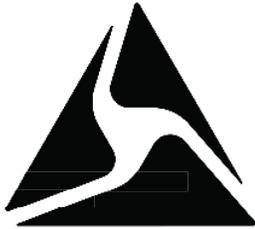
ISSUED
6/2/2020 **264**

Q-254557-43984.888TR

Issued: 06/02/2020

Quote Expiration: 06/30/2020

Account Number: 156843

Payment Terms: Net 30
Delivery Method: Fedex - Ground**Axon Enterprise, Inc.**
17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737**SHIP TO**Sandra Ayala
Benicia Police Dept. - CA
200 E. L Street
Benicia, CA 94510
US**BILL TO**Benicia Police Dept. - CA
200 E. L Street
Benicia, CA 94510
US**SALES REPRESENTATIVE**Thom Ruseva-Mahan
Phone: +1 4805026238
Email: tmahan@axon.com
Fax: +1 4809993359**PRIMARY CONTACT**Sandra Ayala
Phone: (707) 746-4258
Email: sayala@ci.benicia.ca.us**Year 1**

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
50072	AXON STREAMING SERVER SOFTWARE MAINTENANCE ANNUAL PAYMENT		2	350.00	0.00	0.00
50055	INTERVIEW ROOM UNLIMITED EVIDENCE.COM LICENSE YEAR 1 PAYMENT		2	1,188.00	1,188.00	2,376.00
50070	AXON CLIENT SOFTWARE (EACH CLIENT AND TOUCH PANEL)		1	1,500.00	1,500.00	1,500.00
Hardware						
50218	AXIS F41 COVERT MAIN UNIT - NON SER		2	595.00	0.00	0.00
74118	INTERVIEW COVERT ENCLOSURE - THERMOSTAT		1	210.00	0.00	0.00
50118	LOUROE DV-ML MICROPHONE		2	196.50	0.00	0.00
50220	HP SWITCH - 8PORT GIGABIT MAX POE MANAGED SWITCH - NON SER		1	760.00	0.00	0.00
50294	AXON INTERVIEW LITE SERVER		2	1,950.00	0.00	0.00
50114	AXIS F1025 SENSOR UNIT		2	370.00	0.00	0.00
74059	MOTION SENSOR ENCLOSURE – COVERT CAMERA		1	135.00	0.00	0.00
50268	POS-X TP6 TOUCH PANEL W/4GB RAM		1	1,600.00	0.00	0.00
50267	AXIS A9188 Network I/O Relay Module		1	500.00	0.00	0.00
50258	AXIS T98A15-VE SURVEILLANCE CABINET		1	325.00	0.00	0.00
50265	PANEL MOUNT LED, 24VDC - RED		1	30.00	0.00	0.00

Year 1 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware (Continued)						
74062	INTERVIEW ROOM 5 YR EXTENDED WARRANTY		1	1,297.00	0.00	0.00
Services						
85170	INTERVIEW ROOM, INSTALL AND SETUP		1	2,500.00	2,019.09	2,019.09
					Subtotal	5,895.09
					Estimated Shipping	0.00
					Estimated Tax	294.73
					Total	6,189.82

Year 2

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
50056	INTERVIEW ROOM UNLIMITED EVIDENCE.COM LICENSE YEAR 2 PAYMENT		2	1,188.00	1,188.00	2,376.00
50072	AXON STREAMING SERVER SOFTWARE MAINTENANCE ANNUAL PAYMENT		2	350.00	350.00	700.00
50074	AXON CLIENT SOFTWARE MAINTENANCE ANNUAL PAYMENT		1	300.00	2,819.09	2,819.09
					Subtotal	5,895.09
					Estimated Tax	0.00
					Total	5,895.09

Year 3

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
50057	INTERVIEW ROOM UNLIMITED EVIDENCE.COM LICENSE YEAR 3 PAYMENT		2	1,188.00	1,188.00	2,376.00
50072	AXON STREAMING SERVER SOFTWARE MAINTENANCE ANNUAL PAYMENT		2	350.00	350.00	700.00
50074	AXON CLIENT SOFTWARE MAINTENANCE ANNUAL PAYMENT		1	300.00	2,819.09	2,819.09
					Subtotal	5,895.09
					Estimated Tax	0.00
					Total	5,895.09

Year 4

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
50058	INTERVIEW ROOM UNLIMITED EVIDENCE.COM LICENSE YEAR 4 PAYMENT		2	1,188.00	1,188.00	2,376.00
50072	AXON STREAMING SERVER SOFTWARE MAINTENANCE ANNUAL PAYMENT		2	350.00	350.00	700.00
50074	AXON CLIENT SOFTWARE MAINTENANCE ANNUAL PAYMENT		1	300.00	2,819.09	2,819.09
					Subtotal	5,895.09
					Estimated Tax	0.00
					Total	5,895.09

Year 5

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
50059	INTERVIEW ROOM UNLIMITED EVIDENCE.COM LICENSE YEAR 5 PAYMENT		2	1,188.00	1,188.00	2,376.00
50072	AXON STREAMING SERVER SOFTWARE MAINTENANCE ANNUAL PAYMENT		2	350.00	350.00	700.00
50074	AXON CLIENT SOFTWARE MAINTENANCE ANNUAL PAYMENT		1	300.00	2,819.09	2,819.09
					Subtotal	5,895.09
					Estimated Tax	0.00
					Total	5,895.09

Grand Total	29,770.18
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Discounts (USD)

Quote Expiration: 06/30/2020

List Amount	31,660.00
Discounts	2,184.55
Total	29,475.45

**Total excludes applicable taxes*

Summary of Payments

Payment	Amount (USD)
Year 1	6,189.82
Year 2	5,895.09
Year 3	5,895.09
Year 4	5,895.09
Year 5	5,895.09
Grand Total	29,770.18

STATEMENT OF WORK & CONFIGURATION DOCUMENT

Axon Interview Recording Platform

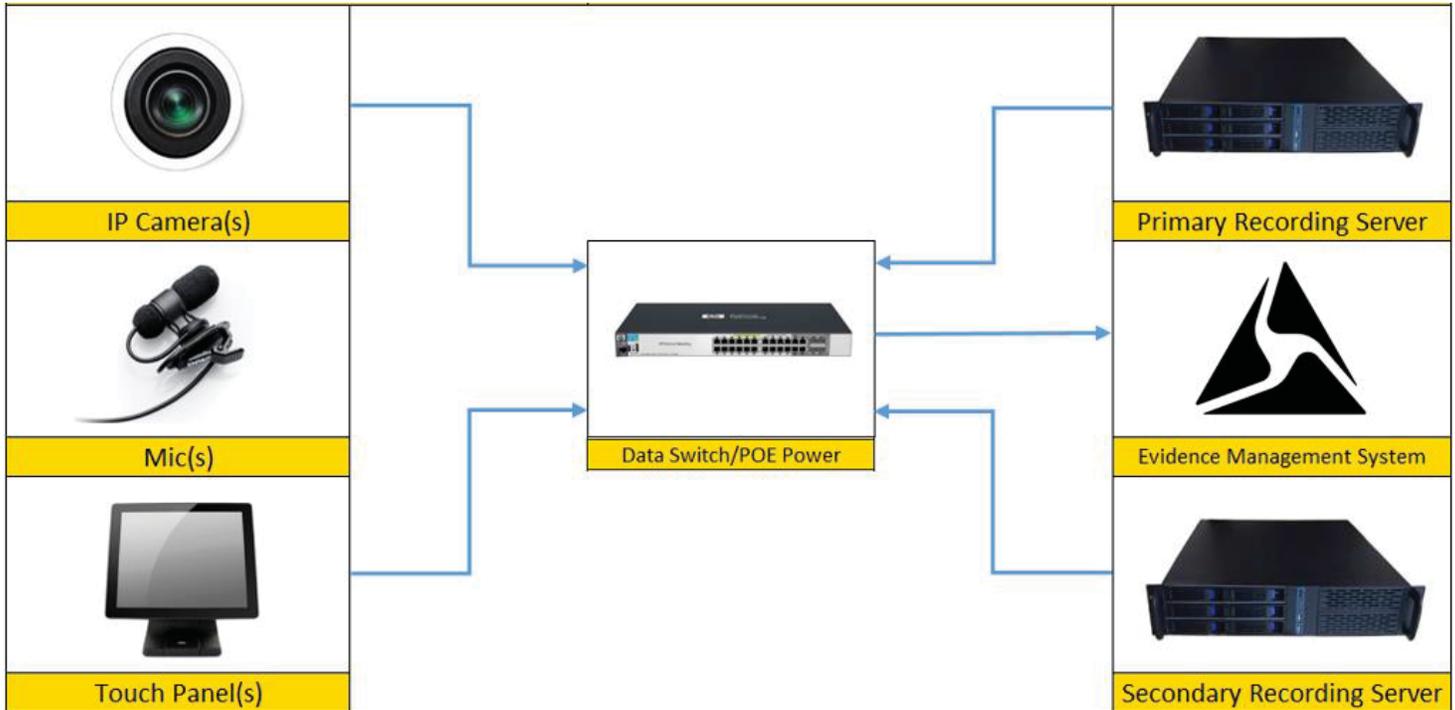
This document details a proposed system design

Agency Created For: Benicia Police Dept. - CA

Sold By:	Thom Ruseva-Mahan
Designed By:	Justin Thorpe
Installed By:	Axon Professional Services
Customer Contact:	
Target Install Date:	08/01/2020

AXON INTERVIEW RECORDING PLATFORM

This image is intended to be a general visual of how Interview Room is configured. Please read through the SOW for configuration specific to this deal.



AXON-PROVIDED HARDWARE SUMMARY

The following section offers a broad summary of the Axon-provided hardware needed to configure this order. With the exception of server quantities, QUANTITIES DO NOT REFLECT CUSTOMER-PROVIDED ITEMS.

Total Camera Configurations		<u>Locations</u>	<u># Rooms</u>
2	Camera(s)	HQ	1
2	Covert Enclosure(s)		
2	Microphone(s)		
	Injector(s)		
Total Switches			
1	POE Switch(es)		
Total Servers			
2	Server(s) <i>(customer-provided included)</i>		
Total Touch Panels			
1	Touch Panel(s) <i>(virtual not included)</i>		
0	Wall Mount(s)		
Total Camera Configurations			
1	I/O Box(es)		

INTERVIEW ROOM OVERVIEW

The following sections detail the configuration of the Axon Interview recording system at all locations.

Network Considerations

Network Requirements	Each IP Camera will be connected to a POE switch that provides the device with power and network connectivity.		
	Each Recording Server must be given a static IPv4 network address that is routable across the network.		
	Each IP Camera must be given a static IPv4 network address that is routable across the network.		
	Each touch panel/kiosk must be given a static IPv4 network address that is routable across the network.		
Network Addressing	Network Device	Static IPs	Total IPs
	Qty of IP Cameras	2	6
	Qty of Touch Panels	1	
	Qty of Recording Servers	2	
Data Switch Provisioning	This install will require POE data switches at each location.		
Virtual Kiosks	0 workstations will require virtual kiosk software to be installed.		
Customer Provided Items	Customer to provide all device IP addresses Customer to also provide: <ul style="list-style-type: none"> • Subnet Mask • Gateway IP • DNS/WINS IP • Time Server IP 		
	Customer IT staff will configure all switches with proper network configuration.		

Metadata Tags

Metadata Tagging	The system will collect metadata information prior to, and after, the interview recording process (i.e. Interviewer Name, Interviewee Name, Case Number).
Metadata Tags	Information collected prior to recording: <ul style="list-style-type: none"> • Interviewee first and last name • Case number • Case type • Interviewee type Information collected post recording: <ul style="list-style-type: none"> • Interviewer name(s)
Customer Provided Items	Customer to provide preferred metadata fields.
Axon Provided Items	Axon to facilitate the creation of metadata fields.

NETWORK CONFIGURATION DETAILS

The following section offers a broad summary of the Axon-provided hardware needed to configure this order.

Network Configuration Details

Evidence Management System	Evidence.com
Application Features	<p>Network Applications:</p> <ul style="list-style-type: none"> • Remote monitoring application <p>Evidence.com Application Features:</p> <ul style="list-style-type: none"> • Secure Cloud Storage • Redaction • Download/Sharing • Audit Trail • Reporting

Training

Application Package	<p>This solution will include on-site application training covering:</p> <ul style="list-style-type: none"> • Touch panel overview • Initiating interview wizard • Entering metadata • Controlling the interview process • Closing an interview • Evidence.com functionality
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Additional General Deal Notes

Notes	
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LOCATION DETAILS: HQ

The following sections detail the configuration of the Axon Interview recording system at HQ

Location Name	HQ
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Cable Considerations

Cabling Runs	Axon Professional Services will install the networking cables using a Cat6e Cable.	
	7	cable runs are required for this installation.
	6	110v power outlets are required for this installation (Customer Responsibility).
Cabling Requirements	<p>All Devices: Network cabling must be provided for the following devices:</p> <ul style="list-style-type: none"> • Axis IP Camera • Server • Touch Panel or PC running a virtual Touch Panel • POE Switch 	

Servers, Switches, Touch Panels

Servers	Axon Interview Lite Server	Quantity:	1
	Axon Interview Lite Server		1
Redundancy	This system includes recording redundancy		
Data Switch/POE Power	HPE Aruba 2530 8-Port POE Switch	Quantity:	1
Touch Panels	POS-X Touch Panel		
Touch Panel Location	Wall mounted in observation room		
Number of I/O Boxes Required	1		

Additional Location Notes

Notes	
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ROOM DETAILS: Interview Room

The following sections detail the configurations specific to INTERVIEW ROOM

Location Name	HQ
Room Name	Interview Room

Camera Configuration

Camera 1	Camera 1 will be a(n) : AXIS F41/F1025 Covert IP Camera Covert Enclosure : Motion Sensor Enclosure Mic: Louroe Tamper Proof Mic
Camera 2	Camera 2 will be a(n) : AXIS F41/F1025 Covert IP Camera Covert Enclosure : Thermostat Enclosure Mic: Louroe Tamper Proof Mic
Recording Activation	Recording will be triggered via IR Client;Button
External Recording-In-Progress Visual	Recording will be triggered
Wall Configuration	Drywall
Ceiling Configuration	Standard Tile

Additional Location Notes

Notes	
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Axon International, Inc's Sales Terms and Conditions for Direct Sales to End User Purchasers

This Statement of Work is bound to the applicable signed quote. Upon confirmation of the installation dates, to be confirmed in writing, the agency will give no less than a 2-week advanced notice of cancellation or change from the date of the scheduled installation. In the event the Agency cancels 2 weeks or less from the date of the scheduled installation, the agency will be responsible for all travel booked, and resource costs associated with the cancelled installation. Rescheduling of the installation will be at the discretion of Axon Professional Services based on available dates within the installation schedule calendar.

Changes to the scope of this SOW must be documented and agreed upon by the Parties in a change order. If the changes cause an increase or decrease in any charges or cause a scheduling change from that originally agreed upon, an equitable adjustment in the charges or schedule will be agreed upon by the Parties and included in the change order, signed by both Parties.

Notes

This is a budgetary quote only. This quote contains hardware, software, and estimated installation costs. A review by an Axon engineer and the creation of a Statement of Work will need to be completed to determine the exact requirements for the agency to implement an Interview Room program. This quote is subject to change based on the information gathered from the review outlined above.

Tax is subject to change at order processing with valid exemption.

Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature: _____ Date: _____

Name (Print): _____ Title: _____

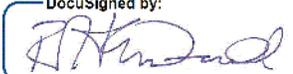
PO# (Or write N/A): _____

Please sign and email to Thom Ruseva-Mahan at tmahan@axon.com or fax to +1 4809993359

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store buy.axon.com

The trademarks referenced above are the property of their respective owners.

Axon Enterprise, Inc.

DocuSigned by:

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Robert Driscoll

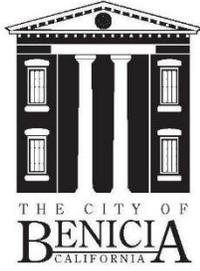
VP, Assoc. General Counsel

6/4/2020 | 8:51 AM MST

*****Axon Internal Use Only*****

		SFDC Contract #:
		Order Type:
		RMA #:
		Address Used:
		SO #:
Review 1	Review 2	
Comments:		

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**AGENDA ITEM
CITY COUNCIL MEETING DATE – JUNE 16, 2020
BUSINESS ITEMS**

TO : City Manager

FROM : Assistant City Manager

SUBJECT : **RESOLUTION REQUIRING THE WEARING OF FACE COVERINGS IN BENICIA**

EXECUTIVE SUMMARY:

At the May 26, 2020 City Council study session, the City Council deliberated the merits of mandating the wearing of face coverings in Benicia. Council directed staff to collect data on COVID-19 infections and prepare a resolution requiring the public to wear face coverings indoors and in enclosed public spaces in Benicia. Staff has returned to Council with the requested data and resolution.

RECOMMENDATION:

Move to adopt a resolution (Attachment 1) requiring the wearing of face coverings in indoor and enclosed public spaces in Benicia.

BUDGET INFORMATION:

There are no fiscal impacts associated with this action.

BACKGROUND:

In December 2019 and January 2020, reports began spreading worldwide of a flu-like virus first found in China, that was more deadly than the flu generally, with the virus becoming known as the Coronavirus ("COVID-19"). The virus continued to spread throughout the world from January to March 2020.

On March 3, 2020, the County of Solano ratified a proclamation of a Local Emergency due to the threat of COVID-19. On or about March 4, 2020, as part of the State of California's response to address the global COVID-19 outbreak, Governor Gavin Newsom declared a State of Emergency to make additional resources available, formalize emergency actions already underway across multiple state agencies and departments, and help the state prepare for a broader spread of COVID-19.

Based on said events, the City Manager declared the existence of a local emergency within the City on March 15, 2020, which was ratified by the City Council on March 19, 2020.

The novel Coronavirus is highly contagious and poses a threat to the wellbeing of every person. In order to slow the spread of the virus, the U.S. Center for Disease Control (CDC) recommends that face coverings be worn in all circumstances when distancing of at least six feet is not possible; and the CDC’s recommendation regarding face coverings is based on data showing that the use of face coverings decreases the likelihood of spreading COVID-19.

Currently, Solano County Public Health does not require community members wear face coverings when in public, but strongly recommends the practice. The other 8 Bay Area counties (Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara and Sonoma) have issued orders requiring the wearing of face coverings in public.

At the May 26, 2020 City Council study session, the Council deliberated the merits of mandating the wearing of face coverings in Benicia. The direction of the Council was to review the infection data and return with a resolution mandating the wearing of face coverings.

The attached resolution (Attachment 1) requires each person over the age of five years old to wear a face covering, which covers both the mouth and nose, when in an any indoor or enclosed space open to members of the public. No person is required to wear a face covering when outdoors unless it is not possible to maintain six feet from every other person. If a person cannot maintain the aforesaid six feet outdoors, then that person shall be required to wear a face covering.

The attached data (Attachment 2) is through June 5, and compares all 9 Bay Area counties, and the entire state, in the areas of testing, diagnosed cases, and deaths resulting from COVID-19. Since June 5, the data shows Solano County has tested the smallest percentage of its population for the virus at a little under 3%, yet is experiencing 4.31 cases of COVID-19 per 100 tests, the second highest among Bay Area counties. While Solano County currently has the third fewest number of COVID-19 cases per 100,000 population among the Bay Area counties, that figure is likely to rise as testing increases.

As the economy begins to reopen and people venture outside to shop, dine and recreate, the probability of an increase in COVID-19 infections is very high. Requiring the wearing of face coverings indoors and in enclosed public spaces, as part of an overall preventative measure strategy, will help reduce the transmission of the virus.

NEXT STEPS:

If the resolution is adopted, staff will begin to implement mandating the wearing of face coverings in Benicia.

ALTERNATIVE ACTIONS:

Do not adopt the resolution.

General Plan	Goal 4.1 Make Community Health and Safety a High Priority for Benicia
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Priority Based Budgeting	Strategic City Result Impacted by this Agenda Item
	<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 checked="" type="checkbox"/> Protect Community Health & Safety <input checked="" type="checkbox"/> Maintain & Enhance A High Quality of Life <input 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 </p>
	City Programs Impacted by This Agenda Item (Top 3):
	<ol style="list-style-type: none"> 1. City Council Policy Development – City Manager’s Office 2. Legal Counsel for City Council – City Attorney 3.
	Priority Based Budgeting (PBB) Website:
	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.

CEQA Analysis	<p>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</p>
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ATTACHMENTS:

1. Resolution – Mandating Face Coverings
2. COVID-19 Data from Bay Area Counties

For more information contact: Alan Shear, Assistant City Manager

Phone: 707.746.4200

E-mail: ashear@ci.benicia.ca.us

RESOLUTION NO. 20-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA REQUIRING THE USE OF FACE COVERINGS IN INDOOR AND ENCLOSED PUBLIC SPACES

WHEREAS, California Government Code Section 8630 empowers the City Council to proclaim the existence or threatened existence of a Local Emergency when the City is affected or likely to be affected by a public calamity; and

WHEREAS, Government Code Section 8634 empowers the City to promulgate orders and regulations to provide for the protection of life and property; and

WHEREAS, pursuant to Benicia Municipal Code Section 2.36.050(A)(1), the Director of Emergency Services has declared the existence of a Local Emergency, which Local Emergency has been ratified by the City Council on March 19, 2020; and

WHEREAS, the Director of Emergency Services does hereby find that conditions of extreme peril and a crippling disaster, which severely impairs the safety of persons or property, have arisen within the City, caused by the virus COVID-19 and its rapid transmission, as reported by various local, state and national health organizations; and

WHEREAS, the aforesaid conditions of extreme peril warranted and necessitated the proclamation of the existence of a Local Emergency; and

WHEREAS, on March 18, 2020, the County of Solano Health Officer issued a County-wide shelter-in-place directive that requires individuals to isolate in their places of residence, except as needed for the performance of essential activities; and

WHEREAS, on March 19, 2020, the Governor of the State of California (“Governor”) issued Executive Order N-33-20, which provides that individuals living in the State of California are required to stay at home except as needed to maintain continuity of operations of the critical infrastructure sectors; and

WHEREAS, the novel Coronavirus is highly contagious and poses a threat to the wellbeing of every person; and

WHEREAS, in order to slow the spread of COVID-19, the U.S. Center for Disease Control (CDC) recommends that face coverings be worn in all circumstances when distancing of at least six feet is not possible; and

WHEREAS, the CDC’s recommendation regarding face coverings is based on data showing that the use of face coverings decreases the likelihood of COVID-19 being spread; and

WHEREAS, the County of Solano has not issued any orders requiring the wearing of face coverings; and

WHEREAS, the City has an important governmental interest in protecting the health, safety, and welfare of its citizens and businesses; and

WHEREAS, in order to protect the health and safety of the City and in order to follow the sound guidance and recommendations of the CDC, the City will impose a requirement that face coverings be worn indoors and in enclosed spaces in order to curtail the spread of COVID-19; and

WHEREAS, in the interest of public health and safety, as affected by the emergency caused by the spread of COVID-19, the City Council of the City of Benicia finds it necessary to issue and implement this Resolution to protect life, health and safety of its citizens and the community at large.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Benicia does hereby order as follows:

SECTION 1. Face Coverings Required.

1. Each person over the age of five years old shall wear a mask or cloth face covering which covers both the mouth and nose ("Face Covering") at all times when in an any indoor or enclosed space open to members of the public, including, but not limited to, any government building, police station, marina, or fire station; a business open to the public of any kind including, but not limited to, grocery stores, convenience stores, liquor stores, supermarkets, pharmacies, laundromats, dry cleaners, hardware stores, commercial office buildings, tobacco stores; a restaurant, bar or pub of any kind; any medical facility of any kind including, but not limited to, hospitals, clinics, urgent care facilities, long term care facilities, and senior care facilities; and a church, mosque, temple or other religious building.

2. No person shall be required to wear a Face Covering when outdoors unless it is not possible to maintain a distance of six feet from every other person. In the event that a person cannot maintain the aforesaid six feet outdoors, then that person shall be required to wear a Face Covering.

3. In residential buildings consisting of at least two dwelling units ("Residential Buildings"), any person entering without limitation, any lobby, hallway, elevator, stairwell, laundry room, garage or any other enclosed areas which are accessible to more than one dwelling, unit shall wear a Face Covering while in those areas.

4. This Resolution shall only apply to persons over the age of five years old. It shall not apply to anyone who has trouble breathing or is unconscious, incapacitated, or otherwise unable to remove the Face Covering without assistance, anyone with a disability or medical condition for whom wearing a Face Covering is not recommended by their healthcare professional, and/or any other person exempted by any federal, state or local law or regulation.

SECTION 2. Effective Date. This Resolution shall take effect immediately upon adoption by the City Council of the City of Benicia and shall remain in effect until repealed by the City Council.

SECTION 3. The City Clerk shall certify the adoption of this Resolution and shall cause a certified Resolution to be filed in the Office of the City Clerk.

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 16th day of June, 2020 by the following vote:

Ayes:

Noes:

Absent:

Elizabeth Patterson, Mayor

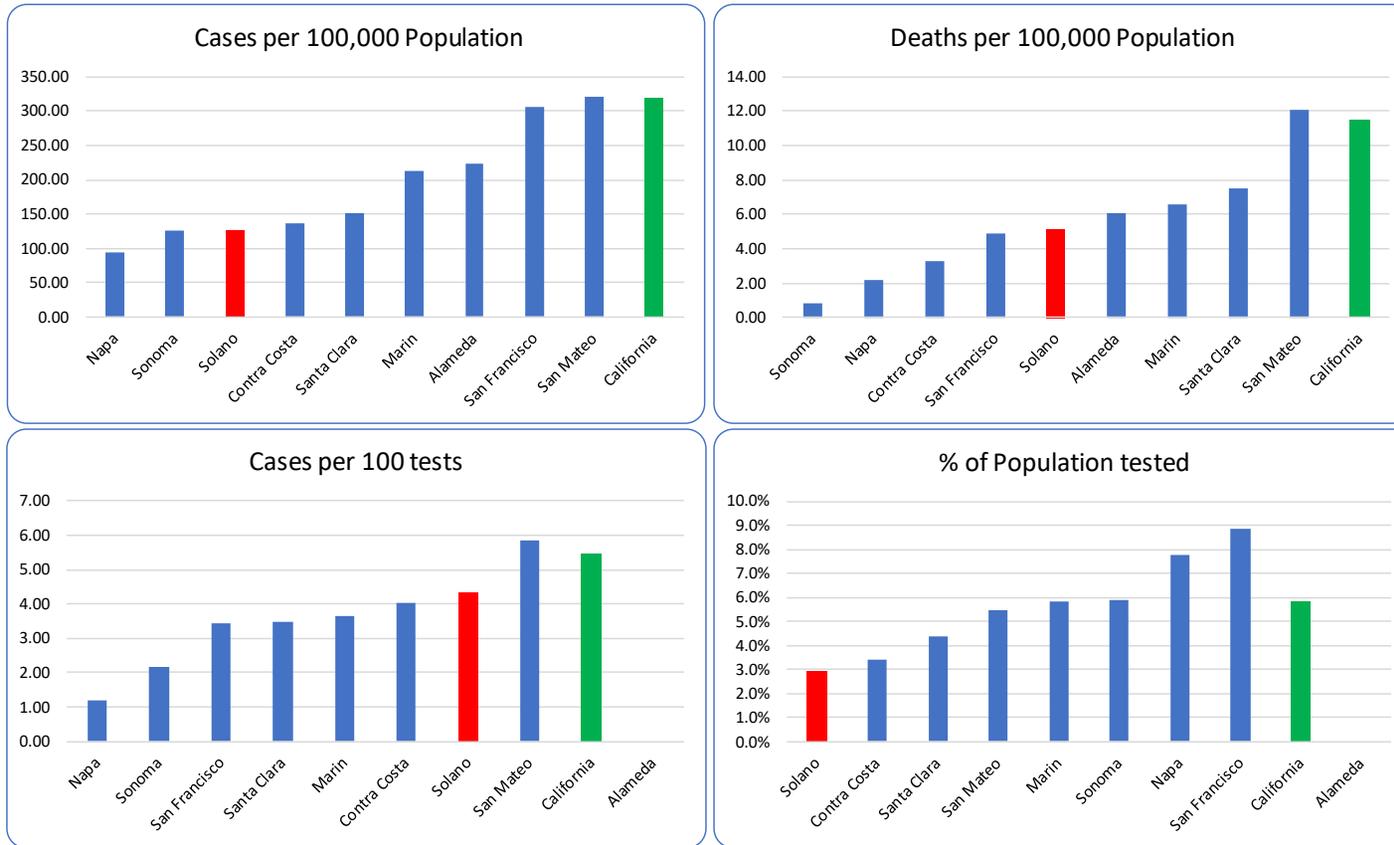
Attest:

Lisa Wolfe, City Clerk

Date

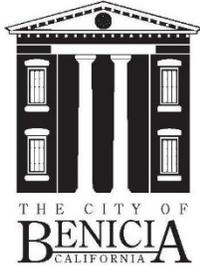
As of June 5, 2020,

Comparison of COVID-19 data between Solano County, nearby Counties with Face covering orders, and California



Data as of June 5, 2020

County	Total Cases	Total Tested	Total Deaths	Population	% of Pop tested	Deaths per 100,000	Cases per 100,000 pop	Tests per 100,000 pop	Cases per 100 tests
Alameda	3725	UTL	101	1,671,000	UTL	6.04	222.92	UTL	UTL
Contra Costa	1577	39211	38	1,154,000	3%	3.29	136.66	3398	4.02
Marin	551	15034	17	258,826	6%	6.57	212.88	5809	3.67
Napa	129	10683	3	137,744	8%	2.18	93.65	7756	1.21
San Francisco	2698	78530	43	883,305	9%	4.87	305.44	8890	3.44
San Mateo	2330	39794	88	727,209	5%	12.10	320.40	5472	5.86
Santa Clara	2929	84616	144	1,928,000	4%	7.47	151.92	4389	3.46
Solano	566	13141	23	447,643	3%	5.14	126.44	2936	4.31
Sonoma	624	29065	4	495,336	6%	0.81	125.98	5868	2.15
California	126279	2,309,256	4537	39,510,000	6%	11.48	319.61	5845	5.47



**AGENDA ITEM
CITY COUNCIL MEETING DATE – JUNE 16, 2020
BUSINESS ITEMS**

TO : City Manager

FROM : Finance Director

SUBJECT : **MID-CYCLE BUDGET UPDATE FOR FY 2019-21**

EXECUTIVE SUMMARY:

Staff updated the City’s General Fund Financial Forecast initially presented to City Council on May 5, 2020 in response to the novel coronavirus (COVID-19) and its estimated impacts on the City’s local economy. The updated forecast provides a single scenario for FY 2019-20 and three potential scenarios for FY 2020-21 as requested by City Council. Based on the pessimistic scenario in the updated forecast, this report provides a mid-cycle budget update for FY 2019-20 and FY 2020-21. The report also includes recommended appropriations from the General Fund fund balance toward establishing a COVID-19 Reserve which will address the revenue shortfalls caused by the COVID-19 pandemic.

RECOMMENDATION:

Move to adopt the attached resolution (Attachment 1) amending the Fiscal Years 2019-20 and 2020-21 total budgets as shown in the proposed amendments for a revised total budget of \$113.0 million and \$95.9 million, respectively; and move to adopt the attached resolution (Attachment 2) establishing and appropriating approximately \$10.5 million from the General Fund fund balance to the COVID-19 Reserve to address the revenue shortfalls caused by the economic impacts of shelter-at-home orders due to the COVID-19 pandemic.

BUDGET INFORMATION:

The updated financial forecast provides an update to the May 5, 2020 City Council presentation of the General Fund revenues and expenses due to the sudden impact of the coronavirus pandemic. At this time, the projected revenue shortfall in the General Fund is approximately \$2.5 million and approximately \$7.8 million for Fiscal Years 2019-20 and 2020-21 respectively.

With Council’s adoption of the recommended budget adjustments as well as establishing the COVID-19 Reserve, the FY 2019-20 and FY 2020-21 General Fund Budgets will be \$52.6 million and \$47.3 million, respectively; total budgets for All Funds for FY 2019-20 and FY 2020-21 will be \$113.0 million and \$95.9 million, respectively.

BACKGROUND:

This report is divided into three distinct sections. First is the update to the general fund financial forecast requested by City Council. Next is a description of the mid-cycle budget adjustments in the General Fund and in All Funds for FY 2019-20 and FY 2020-21. The last section identifies specific plans for assigning fund balance to establish the COVID-19 Reserve to address the revenue shortfall in each fiscal year.

GENERAL FUND FORECAST UPDATE

On May 5, 2020 staff presented an initial general fund financial forecast in response to the novel coronavirus (COVID-19) and its estimated impacts on the City's local economy. The current forecast provides refined figures based on updated information received since the May 5, 2020 presentation and provides three scenarios for FY 2020-21 based on assumptions on the local economy re-opening and revenue recovery for key revenue streams.

The assumptions embedded in each scenario are described below. These scenarios and projections were completed prior to the protests and riots which began in late May 2020. This new activity is highly unpredictable and has added to the negative economic impacts that cities including Benicia will experience. Not only has the unrest disrupted the start of businesses reopening after the full shelter-at-home closure, and damaged businesses in some places very significantly that undermines consumer confidence, it has also made the spread of COVID-19 more likely in coming months with the attendant potential for negative economic impacts. With this situation in mind and based on the information available, staff recommends using the pessimistic scenario as a basis for budget planning in FY 2020-21.

Pessimistic Scenario

The pessimistic scenario for the City of Benicia is a "W" curve. This scenario involves the most significant impacts occurring in the fourth quarter of FY 2019-20, with a shift towards revenue recovery in the first quarter of FY 2020-21. However, a second outbreak and shelter-at-home order in the late fall of 2020 would cause a second decline in revenue in the second and third quarters of FY 2020-21 as consumer spending slows due to continued high levels of unemployment and continued decline in consumer spending in response to economic uncertainty. As a result, consumer unease would create downstream impacts that cause declines in business and industry as well as building and construction. Staff recommend using the pessimistic scenario as the basis for budget planning in FY 2020-21.

Moderate Scenario

The moderate scenario at the City of Benicia is a wide "U" curve. The assumption is based on retail activity including shopping, dining out, and some entertainment opening by summer months. The City would experience the most significant decline in the fourth quarter of FY 2019-20 and the first quarter of FY 2020-21 before revenue would moderately recover through the end of FY 2020-21. However, this scenario assumes revenue would not fully recover to "pre-COVID" levels until FY 2022-23.

Optimistic Scenario

The optimistic scenario for the City of Benicia is a deep "V" curve. This scenario involves the most significant impacts to the local economy already occurring in March 2020 and the fourth

quarter of FY 2019-20. Recovery would start in the first quarter of FY 2020-21 and revenue would fully recover by the fourth quarter of FY 2020-21. Under this scenario, businesses and consumers in the local economy would quickly resume regular activities and operations as soon as July 2020.

Forecast Summary

Staff primarily focused on anticipated year-end revenues and salary and benefits savings in the General Fund for FY 2019-20. As the result of the proximity to the fiscal year-end, staff is presenting one scenario for FY 2019-20 presented below:

FY 2019-20 Projection (In Millions)	
Total Revenues & Transfers In	\$ 43.0
Use of Unassigned Fund Balance	7.1
Total Expenditures & Transfers Out	(52.6)
Surplus (Deficit)	\$ (2.5)

Due to frequently changing information and economic uncertainty during COVID-19, staff focused on revenues that were immediately impacted and will continue to be impacted through FY 2020-21. The details for the revenue analysis are provided in Attachment 3. The fluctuations in sales tax, Measure C sales tax, transient occupancy tax, and charges for services impact the projected deficit in each scenario presented below:

FY 2020-21 Scenario Comparison (In Millions)			
	Pessimistic "W"	Moderate "U"	Optimistic "V"
Total Revenues & Transfers In	\$ 39.0	\$ 41.6	\$ 44.2
Use of Unassigned Fund Balance	0.4	0.4	0.4
Total Expenditures & Transfers Out	(47.2)	(47.2)	(47.2)
Surplus (Deficit)	\$ (7.8)	\$ (5.2)	\$ (2.6)

MID-CYCLE UPDATE

Staff is recommending several budget adjustments based on the implementation of the pessimistic scenario described in the previous section. Additional information and assumptions regarding key revenues and recovery estimates are included in Attachment 3.

The following budget adjustments are recommended for FY 2019-20 and FY 2020-21:

General Fund Budget Adjustments

General Fund Budget Adjustments		
	FY 2019-20	FY 2020-21
Revenues		
Sales Tax	\$ (1,600,000)	\$ (3,395,700)
Measure C	(1,400,000)	(2,949,000)
Transient Occupancy Tax	(200,000)	(415,000)
Charges for Services	(255,000)	(757,700)
Total Revenue Adjustments	\$ (3,455,000)	\$ (7,517,400)
Expenditures		
Salaries & Benefits	\$ (1,000,000)	\$ -
Non-Departmental	(49,000)	76,000
Community Development	-	156,000
Police	(20,000)	
Transfers Out	170,000	50,000
Total Expenditure Adjustments	\$ (899,000)	\$ 282,000

- Revenue decreases for FY 2019-20 are based on projected losses in the 4th quarter of FY 2019-20 due to COVID-19 related impacts. Revenue decreases for FY 2020-21 are based on implementation of the pessimistic revenue recovery estimates as discussed in Attachment 3.
- Salary and benefit decreases of approximately \$1.0 million in FY 2019-20 are a result of salary and benefit savings due to unfilled positions and vacancies.
- Transfers out increase of \$170,000 in FY 2019-20 for a transfer to the Family Resources Center for COVID-19 assistance. Council approved an increase of \$50,000 on April 7, 2020 to assist residents affected by COVID-19. The remaining increase is funded by a decrease of \$49,000 in the non-departmental budget as a result of expenditure savings for the City's property tax administration fee, a decrease of \$20,000 in Police contracted services budget, and \$51,000 from anticipated budget savings.
- An increase of \$156,000 in FY 2020-21 for implementation of OpenGov permitting software for the Community Development Department. The increase includes \$100,000 for costs associated with the implementation of the software and an additional \$56,000 for an increase in annual software licensing costs. In order to promote permit streamlining, including future housing projects, the Community Development Department is recommending the implementation of a new permit tracking software program from OpenGov that would allow electronic application and permit submittals, greater document management and storage, robust data collection, and greater overall transparency in development projects.
- An increase in transfers out of \$50,000 for the Family Resources Center in FY 2020-21 funded from the General Fund. The transfer will fund operations for the Family Resource

Center because the grant funding allocated by Solano County is expected to be eliminated during FY 2020-21.

- An increase of \$76,000 in FY 2020-21 in the non-departmental budget to cover increases in Pooled Liability Assurance Network (PLAN) Joint Powers Authority for pooled property insurance program expenditures.

Other Fund Budget Adjustments

Other Fund Budget Adjustments		
	FY 2019-20	FY 2020-21
Revenues		
Gas Tax	\$ (76,900)	\$ (69,500)
RMRA	(48,700)	(46,900)
Family Resources Center	170,000	50,000
Library Grants Fund	3,000	-
County Library Sales Tax (Meas. L)	(160,000)	(366,000)
Wastewater	-	(279,300)
Water	-	(193,900)
Total Revenue Adjustments	\$ (112,600)	\$ (905,600)
Expenditures		
Gas Tax	\$ (76,900)	-
RMRA	(48,700)	-
Family Resources Center	170,000	50,000
Library Grants Fund	3,000	-
Supp. Law Enforcement Services	-	60,000
Total Expenditure Adjustments	\$ 47,400	\$ 110,000

- Gas Tax revenue and expenditure decreases of \$76,900 in FY 2019-20, and a revenue decrease of \$69,500 in FY 2020-21 based on revised estimates provided by California City Finance.
- Road Maintenance and Rehabilitation Program (RMRA) revenue decreases and expenditure decreases of \$48,700 in FY 2019-20, and a revenue decrease of \$46,900 in FY 2020-21, based on revised estimates per California City Finance.
- Family Resource Center fund transfer in and expenditure increase of \$170,000 in FY 2019-20 to fund resident assistance due to impacts of COVID-19. The transfer in and expenditure increase of \$50,000 in FY 2020-21 will fund operations due to the expected elimination of the program's grant funding allocated by Solano County.

- Library Grants fund revenue and expenditure increase of \$3,000 in FY 2019-20 to accept a California State Library grant to fund electronic resources during the period of mandated social distancing in public libraries.
- County Library Sales Tax (Measure L) revenue decreases of \$160,000 and \$366,000 in FY 2019-20 and FY 2020-21, respectively, related to projected decreases in sales tax revenue due to impacts from COVID-19.
- Wastewater revenue decrease of \$279,300 in FY 2020-21 related to the six-month rate increase postponement approved by City Council on June 2, 2020.
- Water revenue decrease of \$193,900 in FY 2020-21 related to the six-month rate increase postponement approved by City Council on June 2, 2020.
- Expenditure increase of \$60,000 in the Supplemental Law Enforcement Services Fund for FY 2020-21 for Police body-worn cameras.

ASSIGNING FUND BALANCE

Staff is now projecting General Fund budget deficits of \$2.5 million and \$7.8 million in FY 2019-20 and FY 2020-21, respectively. In order to balance the budget during the economic uncertainty, staff recommend assigning fund balance to address the revenue shortfalls and establish a COVID-19 Reserve.

The City of Benicia is in the fortunate position of having unspent funds available in the City's reserves and as fund balance, which is derived from budget savings, from previous years. As reported in the 2019 CAFR with adjustments for other Council action taken at the beginning of the fiscal year, the available unassigned fund balance at the beginning of 2020 was \$13.6 million.

On March 3, 2020, City Council took action to assign 9.6 million of the City's unassigned fund balance to various projects and initiatives. This action left \$4 million unassigned. The impact of COVID-19 followed very shortly after that Council action so the vast majority of the funds have not been spent. The exception is the \$138,000 allocated to explore the development of City property into hotel project—that same night the Council took specific action to approve the management contract and funding for the various necessary activities. This dollar amount was part of the portion of unassigned fund balance allocated for Economic Development activities. The resolution also included \$870,000 allocated to balance next year's budget for labor costs and that amount continues to be needed.

Staff recommend a two-pronged approach for the use of fund balance as the method for addressing General Fund revenue shortfall. First, from the Council's previous action, maintain the \$578,000 allocated for Economic Development and the \$870,000 for labor in the next budget; suspend the other appropriations. Doing so would free up approximately \$8 million of previously allocated fund balance. Next, staff recommend establishing a "COVID-19 Reserve" in the amount of \$10.5 million which is comprised of the \$8 million reassigned funds as well as

\$2.5 million of remaining unassigned fund balance. The assignment of fund balance is a separate action from the appropriation of fund balance for expenditure. Assigned fund balance reflects the City’s intended use of fund balance, and the assignment of fund balance is more flexible as the intention to use fund balance can change and adapt over time.

The table below reflects a summary of the General Fund fund balance in relation to the action take by Council on March 3, 2020 compared to the current recommendation for the “COVID-19” Reserve.

Fund Balance Recommendation Summary

	Assigned On March 3, 2020	Appropriated On March 3, 2020	Continuing Assignment	Reassigned Fund Balance
City Hall Upgrades	2,000,000	-	-	2,000,000
Pension Trust	2,000,000	-	-	2,000,000
Streets & Roads	2,000,000	-	-	2,000,000
New Police Facility	1,500,000	-	-	1,500,000
Reserve for Labor Agreements	870,000	-	870,000	-
Economic Development	578,000	(138,000)	440,000	-
Historic Preservation	30,000	-	-	30,000
Climate Action Coordinator Position	350,000	-	-	350,000
Public Art Coordinator Positions	175,000	-	-	175,000
Public Art Funding	50,000	-	-	50,000
Human Services Board Food Programming	50,000	-	-	50,000
	<u>9,603,000</u>	<u>(138,000)</u>	<u>1,310,000</u>	<u>8,155,000</u>
			Unassigned Fund Balance as of March 2020	<u>4,000,000</u>
			Fund Balance Available	12,155,000
			Recommended COVID-19 Reserve	<u>(10,500,000)</u>
			Remaining Unassigned Fund Balance	<u><u>1,655,000</u></u>

After maintaining the assignment of \$1.3 million for Economic Development and labor, reassigning \$8.15 million, and establishing a COVID-19 Reserve in the amount of \$10.5 million, the remaining unassigned fund balance is \$1.65 million for additional uncertainty. Staff’s recommendation is to retain as much funding as possible to respond to changing financial conditions.

NEXT STEPS:

If the Council approves the recommended action, staff will authorize the necessary budget adjustments for FY 2019-20 and FY 2020-21. Additionally, staff will establish the COVID-19 Reserve with the use of General Fund fund balance.

ALTERNATIVE ACTIONS:

The City’s emergency and contingency fund balances are also fully funded per the City’s reserve policy. As an alternative option, Council could instruct staff to draw down the emergency reserve to balance the budget for FY 2019-20 and partially balance FY 2020-21. This approach requires more caution, because re-establishing the reserves in future years would require increases in revenue coupled with budgetary savings, which are not guaranteed.

General Plan	Goal 1: Creating a sustainable community in Benicia
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Priority Based Budgeting	<p>Strategic City Result Impacted by this Agenda Item</p> <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"> <input type="checkbox"/> Protect Community Health & Safety <input type="checkbox"/> Maintain & Enhance A High Quality of Life <input type="checkbox"/> Preserve & Enhance Infrastructure <input checked="" type="checkbox"/> Strengthen Economic & Fiscal Conditions <input type="checkbox"/> Protect & Enhance the Environment <input checked="" type="checkbox"/> High Performing Government
	<p>City Programs Impacted by This Agenda Item (Top 3):</p> <ol style="list-style-type: none"> 1. Budget Development & Management 2. Financial Planning 3. Financial Reporting
	<p>Priority Based Budgeting (PBB) Website:</p> <p>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.</p>

CEQA Analysis	<p>The Mid-Cycle Budget Update is exempt from the California Environmental Quality Act (CEQA) Guidelines Section 15061(b)(3), the “general rule” exemption which states that where it can be seen with certainty that there is no possibility the activity in question may have a significant effect on the environment, the activity is exempt from CEQA. The City has determined that the proposed changes will not have an impact on the environment and therefore are exempt from CEQA under the general rule.</p>
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ATTACHMENTS:

1. Attachment 1 – Resolution Amending FY 2019-20 and FY 2020-21 Budgets
 - 1a. Exhibit A – General Fund Budget Summary FY 2019-20
 - 1b. Exhibit B – General Fund Budget Summary FY 2020-21

- 1c. Exhibit C – All Funds Budget Summary FY 2019-20
- 1d. Exhibit D – All Funds Budget Summary FY 2020-21
2. Attachment 2 – Resolution to Reassign Fund Balance to Establish the COVID-19 Reserve
3. Attachment 3 – FY 2020-21 General Fund Financial Forecast Revenue Analysis

For more information contact: Cindy Mosser, Finance Director

Phone: 707.746.4217

E-mail: cmosser@ci.benicia.ca.us

RESOLUTION NO. 20-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA AMENDING THE MUNICIPAL BUDGET FOR FISCAL YEARS 2019-2020 AND 2020-2021

WHEREAS, the City Council, on June 25, 2019, adopted the FY 2019-2021 Biennial Budget; and

WHEREAS, the City Council, on March 3, 2020, approved additional adjustments to the FY 2019-21 Biennial Budget; and

WHEREAS, based on a review of revenue and expenditures, the City Manager has prepared and proposed additional amendments to the FY 2019-2021 Biennial Budget; and

WHEREAS, the City Council has considered information related to these matters, as presented at a public meeting of the City Council, including any supporting documents and reports by City staff, and any information provided during that public meeting; and

WHEREAS, the City Council has reviewed the level of budgeting control needed by the City Manager to ensure efficiency in managing the operations of the City, including the authorization of budget transfers between funds.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Benicia hereby adopts the Revised Municipal Budget for Fiscal Year 2019-2020 as presented in the attached Exhibits A and C; and for Fiscal Year 2020-21 as presented in the attached Exhibits B and D.

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 16th day of June, 2020 by the following vote:

Ayes:

Noes:

Absent:

Elizabeth Patterson, Mayor

Attest:

Lisa Wolfe, City Clerk

Date

General Fund Budget Summary
Mid-Cycle Update
Fiscal Year 2019-20

PROPOSED GENERAL FUND	FY 2019-20 REVISED BUDGET	MID-CYCLE ADJUSTMENTS	FY 2019-20 RECOMMENDED BUDGET
<u>REVENUES</u>			
PROPERTY TAXES	\$ 18,712,800	\$ -	\$ 18,712,800
SALES TAX	6,647,000	(1,600,000)	5,047,000
MEASURE C SALES TAX	5,989,000	(1,400,000)	4,589,000
UTILITY USER TAX (UUT)	4,598,000	-	4,598,000
FRANCHISE FEE	2,092,500	-	2,092,500
TRANSIENT OCCUPANCY TAX	540,000	(200,000)	340,000
BUSINESS LICENSE TAX	549,700	-	549,700
OTHER TAXES	137,100	-	137,100
LICENSES & PERMITS	950,900	-	950,900
FINES & FORFEITURES	168,880	-	168,880
USE OF MONEY AND PROPERTY	894,100	-	894,100
OTHER AGENCY	270,150	-	270,150
CHARGES FOR SERVICES	2,039,170	(255,000)	1,784,170
OTHER REVENUES	623,280	-	623,280
OTHER REVENUES COST ALLOCATION	1,769,500	-	1,769,500
TOTAL GENERAL FUND REVENUES	\$ 45,982,080	\$ (3,455,000)	\$ 42,527,080
<u>OTHER GENERAL FUND - SOURCES</u>			
TRANSFERS IN FROM OTHER FUNDS	\$ 480,130	\$ -	\$ 480,130
APPROPRIATION FROM COVID-19 RESERVE	-	2,455,000	2,455,000
APPROPRIATION FROM UNASSIGNED GENERAL FUND BALANCE	578,688	101,000	679,688
APPROPRIATION FROM ENCUMBRANCE & PROJECT CARRYOVERS	2,463,182	-	2,463,182
APPROPRIATION FROM GENERAL FUND FOR PENSION TRUST SECTION 115	3,500,000	-	3,500,000
APPROPRIATION FROM GENERAL FUND FOR COUNCIL BUDGET DIRECTION	305,160	-	305,160
APPROPRIATION FROM GF PENDING COUNCIL DIRECTION RELATED TO COMMUNITY DEVELOPMENT FEES	145,000	-	145,000
TOTAL GENERAL FUND SOURCE OF FUNDS	\$ 53,454,240	\$ (899,000)	\$ 52,555,240
<u>EXPENDITURES</u>			
ELECTED OFFICIALS	\$ 314,038	\$ -	\$ 314,038
CITY MANAGER	4,036,102	-	4,036,102
NON-DEPARTMENTAL (OTHER)	2,406,347	(49,000)	2,357,347
NON-DEPARTMENTAL (SALARY / BENEFIT SAVINGS)	-	(1,000,000)	(1,000,000)
CITY ATTORNEY	1,284,748	-	1,284,748
FINANCE	2,980,510	-	2,980,510
LIBRARY & CULTURAL ARTS	1,622,936	-	1,622,936
COMMUNITY DEVELOPMENT	2,518,615	-	2,518,615
POLICE	11,081,069	(20,000)	11,061,069
FIRE	9,905,817	-	9,905,817
PUBLIC WORKS	4,048,604	-	4,048,604
PARKS & COMMUNITY SERVICES	6,390,631	-	6,390,631
TOTAL GENERAL FUND PROPOSED OPERATING EXPENDITURES	\$ 46,589,417	\$ (1,069,000)	\$ 45,520,417
<u>OTHER GENERAL FUND - USES</u>			
TRANSFERS OUT TO OTHER FUNDS	864,823	170,000	1,034,823
TRANSFERS OUT PENSION TRUST SECTION 115	3,500,000	-	3,500,000
TRANSFERS OUT - MEASURE C CAPITAL	2,500,000	-	2,500,000
TOTAL OTHER USES	\$ 6,864,823	\$ 170,000	\$ 7,034,823
TOTAL GENERAL FUND USE OF FUNDS	\$ 53,454,240	\$ (899,000)	\$ 52,555,240
NET SURPLUS (DEFICIT)	\$ 0	\$ -	\$ 0

General Fund Budget Summary

Mid-Cycle Update

Fiscal Year 2020-21

PROPOSED GENERAL FUND	FY 2020-21 REVISED BUDGET	MID-CYCLE ADJUSTMENTS	FY 2020-21 RECOMMENDED BUDGET
<u>REVENUES</u>			
PROPERTY TAXES	\$ 18,903,900	\$ -	\$ 18,903,900
SALES TAX	7,095,700	(3,395,700)	3,700,000
MEASURE C SALES TAX	5,989,000	(2,949,000)	3,040,000
UTILITY USER TAX (UUT)	4,598,000	-	4,598,000
FRANCHISE FEE	2,123,900	-	2,123,900
TRANSIENT OCCUPANCY TAX	540,000	(415,000)	125,000
BUSINESS LICENSE TAX	564,800	-	564,800
OTHER TAXES	139,300	-	139,300
LICENSES & PERMITS	995,900	-	995,900
FINES & FORFEITURES	171,480	-	171,480
USE OF MONEY AND PROPERTY	894,100	-	894,100
OTHER AGENCY	260,800	-	260,800
CHARGES FOR SERVICES	2,106,230	(757,700)	1,348,530
OTHER REVENUES	470,280	-	470,280
OTHER REVENUES COST ALLOCATION	1,700,000	-	1,700,000
TOTAL GENERAL FUND REVENUES	\$ 46,553,390	\$ (7,517,400)	\$ 39,035,990
<u>OTHER GENERAL FUND - SOURCES</u>			
TRANSFERS IN FROM OTHER FUNDS	\$ -	\$ -	\$ -
APPROPRIATION FROM COVID-19 RESERVE	-	7,799,400	7,799,400
APPROPRIATION FROM UNASSIGNED GENERAL FUND BALANCE	201,500	-	201,500
APPROPRIATION FROM ENCUMBRANCE & PROJECT CARRYOVERS	-	-	-
APPROPRIATION FROM GENERAL FUND FOR PENSION TRUST SECTION 115	-	-	-
APPROPRIATION FROM GENERAL FUND FOR COUNCIL BUDGET DIRECTION	19,860	-	19,860
APPROPRIATION FROM GF PENDING COUNCIL DIRECTION RELATED TO COMMUNITY DEVELOPMENT FEES	198,000	-	198,000
TOTAL GENERAL FUND SOURCE OF FUNDS	\$ 46,972,750	\$ 282,000	\$ 47,254,750
<u>EXPENDITURES</u>			
ELECTED OFFICIALS	\$ 319,320	\$ -	\$ 319,320
CITY MANAGER	3,789,940	-	3,789,940
NON-DEPARTMENTAL (OTHER)	1,886,810	76,000	1,962,810
NON-DEPARTMENTAL (LABOR NEGOTIATIONS)	-	-	-
CITY ATTORNEY	950,000	-	950,000
FINANCE	1,883,010	-	1,883,010
LIBRARY & CULTURAL ARTS	1,478,680	-	1,478,680
COMMUNITY DEVELOPMENT	2,506,620	156,000	2,662,620
POLICE	10,995,180	-	10,995,180
FIRE	10,133,550	-	10,133,550
PUBLIC WORKS	3,382,710	-	3,382,710
PARKS & COMMUNITY SERVICES	6,175,880	-	6,175,880
TOTAL GENERAL FUND PROPOSED OPERATING EXPENDITURES	\$ 43,501,700	\$ 232,000	\$ 43,733,700
<u>OTHER GENERAL FUND - USES</u>			
TRANSFERS OUT TO OTHER FUNDS	971,050	50,000	1,021,050
TRANSFERS OUT PENSION TRUST SECTION 115	-	-	-
TRANSFERS OUT - MEASURE C CAPITAL	2,500,000	-	2,500,000
TOTAL OTHER USES	\$ 3,471,050	\$ 50,000	\$ 3,521,050
TOTAL GENERAL FUND USE OF FUNDS	\$ 46,972,750	\$ 282,000	\$ 47,254,750
NET SURPLUS (DEFICIT)	\$ -	\$ -	\$ -



**All Funds Budget Summary
Mid-Cycle Update
Fiscal Year 2019-20**

ESTIMATED ALL FUNDS	FY 2019-20 REVISED BUDGET	MID-CYCLE ADJUSTMENTS	FY 2019-20 RECOMMENDED BUDGET
<u>REVENUES / TRANSFERS IN</u>			
General Fund	46,462,210	(3,455,000)	43,007,210
Special Revenue Funds			
Gas Tax	742,360	(76,900)	665,460
RMRA	507,900	(48,700)	459,200
Landscape & Lighting Districts	635,800	-	635,800
Other Special Revenue Funds	1,625,233	13,000	1,638,233
Subtotal Special Revenue Funds	3,511,293	(112,600)	3,398,693
Capital Project Funds			
Traffic Mitigation	18,000	-	18,000
Measure C Capital	2,500,000	-	2,500,000
Other Capital Project Funds	576,500	-	576,500
Subtotal Capital Project Funds	3,094,500	-	3,094,500
Enterprise Funds			
Wastewater	13,672,640	-	13,672,640
Water	14,899,953	-	14,899,953
Marina	613,500.00	-	613,500
Subtotal Enterprise Funds	29,186,093	-	29,186,093
Debt Service Funds	683,890	-	683,890
Internal Services Funds	9,541,410	-	9,541,410
TOTAL REVENUES / TRANSFERS IN	92,479,396	(3,567,600)	88,911,796
<u>OTHER FUNDING SOURCES</u>			
Appropriation from COVID-19 Reserve	-	2,455,000	2,455,000
Appropriation from unassigned fund balance	4,528,848	101,000	4,629,848
Appropriation from encumbrances and project carryovers-General Fund	2,463,182	-	2,463,182
Appropriation from encumbrances and project carryovers	9,921,142	-	9,921,142
Use of restricted fund balance - other funds	4,457,420	160,000	4,617,420
TOTAL ALL FUNDS - SOURCE OF FUNDS	\$ 113,849,988	\$ (851,600)	\$ 112,998,388
<u>Expenses / Transfers Out</u>			
General Fund	53,454,240	(899,000)	52,555,240
Special Revenue Funds			
Gas Tax	1,059,520	(76,900)	982,620
RMRA	236,160	(48,700)	187,460
Landscape & Lighting Districts	635,860	-	635,860
Other Special Revenue Funds	3,473,737	173,000	3,646,737
Subtotal Special Revenue Funds	5,405,277	47,400	5,452,677
Capital Project Funds			
Traffic Mitigation	391,332	-	391,332
Measure C Capital	4,272,037	-	4,272,037
Other Capital Project Funds	575,026	-	575,026
Subtotal Capital Project Funds	5,238,395	-	5,238,395
Enterprise Funds			
Wastewater	23,408,883	-	23,408,883
Water	19,461,906	-	19,461,906
Marina	721,392	-	721,392
Subtotal Enterprise Funds	43,592,181	-	43,592,181
Debt Service Funds	676,590	-	676,590
Internal Services Funds	5,483,305	-	5,483,305
Total Expenses / Transfers Out	\$ 113,849,988	\$ (851,600)	\$ 112,998,388



**All Funds Budget Summary
Mid-Cycle Update
Fiscal Year 2020-21**

ESTIMATED ALL FUNDS	FY 2020-21 REVISED BUDGET	MID-CYCLE ADJUSTMENTS	FY 2020-21 RECOMMENDED BUDGET
<u>REVENUES / TRANSFERS IN</u>			
General Fund	46,553,390	(7,517,400)	39,035,990
Special Revenue Funds			
Gas Tax	743,010	(69,500)	673,510
RMRA	520,700	(46,900)	473,800
Landscape & Lighting Districts	645,100	-	645,100
Other Special Revenue Funds	1,873,810	(316,000)	1,557,810
Subtotal Special Revenue Funds	3,782,620	(432,400)	3,350,220
Capital Project Funds			
Traffic Mitigation	18,000	-	18,000
Measure C Capital	2,500,000	-	2,500,000
Other Capital Project Funds	1,500	-	1,500
Subtotal Capital Project Funds	2,519,500	-	2,519,500
Enterprise Funds			
Wastewater	12,433,390	(279,300)	12,154,090
Water	13,712,200	(193,900)	13,518,300
Marina	613,500	-	613,500
Subtotal Enterprise Funds	26,759,090	(473,200)	26,285,890
Debt Service Funds	602,280	-	602,280
Internal Services Funds	5,710,740	-	5,710,740
TOTAL REVENUES / TRANSFERS IN	85,927,620	(8,423,000)	77,504,620
<u>OTHER FUNDING SOURCES</u>			
Appropriation from COVID-19 Reserve	-	7,799,400	7,799,400
Appropriation from unassigned fund balance	419,360	101,000	520,360
Appropriation from encumbrances and project carryovers-General Fund	-	-	-
Appropriation from encumbrances and project carryovers	-	-	-
Use of restricted fund balance - other funds	9,182,400	914,600	10,097,000
TOTAL ALL FUNDS - SOURCE OF FUNDS	\$ 95,529,380	\$ 392,000	\$ 95,921,380
<u>Expenses / Transfers Out</u>			
General Fund	46,972,750	282,000	47,254,750
Special Revenue Funds			
Gas Tax	1,191,420	-	1,191,420
RMRA	705,000	-	705,000
Landscape & Lighting Districts	644,020	-	644,020
Other Special Revenue Funds	2,218,690	110,000	2,328,690
Subtotal Special Revenue Funds	4,759,130	110,000	4,869,130
Capital Project Funds			
Traffic Mitigation	140,030	-	140,030
Measure C Capital	8,278,530	-	8,278,530
Other Capital Project Funds	-	-	0
Subtotal Capital Project Funds	8,418,560	-	8,418,560
Enterprise Funds			
Wastewater	15,594,360	-	15,594,360
Water	13,639,370	-	13,639,370
Marina	638,890	-	638,890
Subtotal Enterprise Funds	29,872,620	-	29,872,620
Debt Service Funds	594,980	-	594,980
Internal Services Funds	4,911,340	-	4,911,340
Total Expenses / Transfers Out	\$ 95,529,380	\$ 392,000	\$ 95,921,380

RESOLUTION NO. 20-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA
REASSIGNING AND APPROPRIATING THE USE OF THE UNASSIGNED GENERAL
FUND BALANCE TO MEET PROJECTED BUDGET DEFICITS**

WHEREAS, the City's Comprehensive Annual Financial Report (CAFR) for fiscal year ending June 30, 2019 shows a General Fund "unassigned fund balance" of \$13,644,315 that could be appropriated to meet City needs; and

WHEREAS, on March 3, 2020 the City Council assigned \$9,603,000 in General Fund unassigned fund balance to various options based on the Council's priorities and direction; and

WHEREAS, based on projected deficits as a result of COVID-19 related impacts on the local economy, staff is recommending revisiting and reassigning fund balance from the March 3, 2020 meeting; and

WHEREAS, staff recommends continuing the assigned fund balance for economic development and the reserve for labor agreements totaling \$578,000 and \$870,000 respectively; and

WHEREAS, staff recommends reassigning the remaining fund balance from the March 3, 2020 meeting totaling \$8,155,000 to a COVID-19 reserve; and

WHEREAS, staff recommends assigning an additional \$2,350,000 from the remaining unassigned fund balance to a COVID-19 reserve, bringing the total COVID-19 reserve to \$10,500,000 and remaining unassigned fund balance to \$1,655,000; and

WHEREAS, the City Council has reviewed the level of budgeting control needed by the City Manager to ensure efficiency in managing the operations of the City, including the authorization of budget transfers between funds.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Benicia hereby adopts the establishment and appropriation of approximately \$10.5 million from the General Fund balance to the COVID-19 Reserve to address the revenue shortfalls caused by the economic impacts of shelter-at-home orders due to the COVID-10 pandemic.

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 16th day of June, 2020 by the following vote:

Ayes:

Noes:

Absent:

Elizabeth Patterson, Mayor

Attest:

Lisa Wolfe, City Clerk

Date

FY 2020-21 GENERAL FUND FINANCIAL FORECAST REVENUE ANALYSIS

As part of the General Fund Forecast development, staff analyzed three key revenue streams: sales tax and Measure C sales tax, transient occupancy tax, and charges for services. First, staff identified the FY2020-21 baseline which is the projected revenue prior to the onset of the COVID-19 pandemic. Then, staff identified the rate of revenue recovery by quarter as compared to the “Pre-COVID baseline.”

Sales Tax and Measure C Sales Tax

Sales tax and Measure C sales tax comprise approximately 28 percent of the City’s General Fund revenue. The City’s local economy is primarily reliant on the business and industry and building and construction sectors of the economy. Because the City is primarily reliant on industries that are project-driven, economic uncertainty can cause fluctuations in the City’s revenues. The shelter-at-home orders have also had an immediate impact on the City’s sales tax revenues derived from restaurants, hotels, and retail.

Since the May 5, 2020 presentation to City Council, the City received a sales tax payment which represented sales from the third quarter of FY2019-20. This is a significant update because the payment for March, which includes two weeks of the economic impacts caused by the shelter-at-home order, was approximately 54 percent of the pre-COVID baseline projection provided by HDL, the City’s sales tax consultant. Therefore, staff is forecasting approximately a 60 percent sales tax and Measure C sales tax revenue loss for the fourth quarter of FY 2019-20.

Based on the scenarios presented in the staff report and revenue recovery estimates, staff projects the following totals for sales tax and Measure C sales tax for FY 2020-21:

FY 2020-21 Projected Sales Tax Totals				
(millions)				
	Pre-COVID Baseline	Pessimistic (W)	Moderate (U)	Optimistic (V)
Sales Tax	\$6.79	\$3.70	\$5.00	\$6.00
Measure C Sales Tax	\$4.79	\$3.00	\$4.10	\$5.00

Transient Occupancy Tax

Transient occupancy tax (TOT) was immediately impacted by the shelter-at-home orders due to uncertainty over travel and decreases in tourism. As a result, staff is projecting close to a 90 percent decrease in TOT revenues for the 4th quarter of FY 2019-20, as hotel occupancy has dropped, and local hotels have the option to defer TOT remittance.

Based on the scenarios described in the staff report and revenue recovery estimates, staff projects the following totals for TOT revenues for FY 2020-21:

FY 2020-21 Projected Transient Occupancy Tax Revenues				
	Pre-COVID Baseline	Pessimistic (W)	Moderate (U)	Optimistic (V)
Transient Occupancy Tax	\$516,083	\$125,000	\$242,000	\$378,000

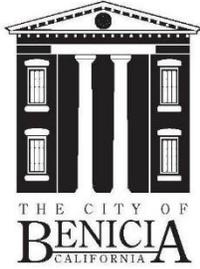
Charges for Services

The City’s charges for services consist of several departmental revenues for Public Works, Community Development, and Parks and Community Services (PCS) that are vulnerable to fluctuations cause by COVID-19. Although the charges for services for Public Works and Community Development were impacted by COVID-19, staff implemented a drive-up permit program that has mitigated some of the revenue impacts from decreased activity. However, the shelter-at-home order immediately impacted revenue for PCS starting in March 2020 continuing through the present. Staff is projecting close to a 100 percent revenue loss for PCS in the fourth quarter of FY 2019-20, totaling \$250,000.

A majority of PCS revenue is generated during spring and summer months because of summer camps and activities as well as the James Lemos Swim Center. Slow re-opening due to COVID-19 as well as potentially decreased attendance due to social distancing requirements will cause declines in the current fiscal year, as well as declines in the spring and summer revenues next fiscal year.

Based on the scenarios described in the staff report and revenue recovery estimates, staff projects the following totals for charges for services in FY 2020-21:

FY 2020-21 Projected Charges for Services				
(millions)				
	Pre-COVID Baseline	Pessimistic (W)	Moderate (U)	Optimistic (V)
Charges for Services	\$2.1	\$1.3	\$1.5	\$1.7



AGENDA ITEM
CITY COUNCIL MEETING DATE – JUNE 16, 2020
BUSINESS ITEMS

TO : City Council

FROM : City Manager

SUBJECT : **BUSINESS ASSISTANCE PROGRAMS DUE TO COVID-19**

EXECUTIVE SUMMARY:

On May 26, 2020, the City Council met in a study session and discussed the negative impact on businesses due to COVID-19. The Council then provided direction to staff to develop several programs designed to assist small businesses in Benicia. This report provides follow up information and actions for Council consideration and possible approval.

RECOMMENDATION:

Move to adopt a resolution (Attachment 1) that approves the following actions: (1) create a grant program with total funding of \$200,000 as described herein; (2) consider the information provided for utility fee waiver program and (3) provide direction related to waiver/deferral of fees for planning, building and fire inspection as well as regulatory relief described in the report as ministerial review of projects and extended construction hours.

BUDGET INFORMATION:

The business grant program described in this report is shown as being funded with \$200,000 that would come from the General Fund's unassigned fund balance. Other staff recommended actions include deferral of fees which would be paid within the fiscal year so there would be no additional budget impact. If Council chooses to waive fees, those lost revenues would need to be addressed by reliance on the General Fund's unassigned fund balance as well. Where possible, estimates of budget impacts have been provided.

BACKGROUND:

During the initial months of the COVID-19 pandemic, businesses were forced to close as part of the effort to stop the spread of the disease. The timeframe of closure was approximately 2 months. For many businesses, the expenses associated with their operations, such as rent, utilities, and payroll, continued while revenues did not.

During this time the City took several actions to respond to the business crisis—funded an initial round of Layoff Aversion Grants through a partnership with the Solano Workforce Development Board using existing budgeted funds, conducted a survey to determine how businesses were affected, and assisted businesses with their efforts to apply for and receive Federal stimulus funds.

Essential businesses such as grocery stores, were allowed to continue to operate during the early days of the pandemic as long as they followed safety protocols established by the State of California and Solano County. Retail and restaurants, in particular, were required to close. In the past few weeks, these businesses were allowed to reopen as long as they followed certain protocols.

At Council's direction, the Benicia Economic Recovery Task Force was formed to assemble representatives of key business sectors to offer advice and input on City ideas for assisting businesses as well as share ideas with each other. The first meeting of the Task Force was held on May 26.

Since the study session on May 26, a second round of funding was allocated for another Layoff Aversion Fund Grant program. On June 1st the City of Benicia, in collaboration with the Solano Workforce Development Board, launched the Layoff Aversion Fund Grant Round 2. This program was funded at \$50,000 from the City of Benicia by redirecting already budgeted funds and is designed to provide Benicia businesses reimbursement of purchases that will prevent a layoff or allow an employee to be rehired. The application process closed on Monday, June 8, 2020, and award notifications will be made on Friday June 12, 2020.

City Council Study Session on May 26, 2020

Small businesses, in particular, were negatively affected by the shutdown, and the City Council discussed possible ways to support them during a study session on May 26. Since that time, protests and unrest related to the death of George Floyd have occurred and added to the challenges facing small businesses.

Of the topics Council discussed, staff noted a consensus of interest in three areas of possible business support:

1. A grant/loan program for small businesses that meet the following criteria and parameters:
 - have a commercial location in Benicia;
 - have an active business license as of March 18, 2020;
 - employ 1-25 employees;
 - demonstrate at least a 25% loss due to COVID-19;
 - and have applied for state or federal financial assistance.

Total amount funded to each business to be capped at \$10,000 and total amount allocated for the program set at \$200,000 with funding to come from the emergency reserve or other contingency funds.

2. An application process for businesses that meet the same criteria as above to request a waiver of the water & sewer fees if delinquent for April and May charges or forgiveness of June and July charges if current on charges. Home based businesses, retail chains and

franchises that are corporately owned are not eligible.

3. The possible suspension of fees related to planning, building and fire inspection costs and regulations to help businesses expand, renovate, or innovate during this time to accommodate operational changes. Specific language is here:
 - Waive or defer payment of building, repair or improvement permit fees for all commercial projects valued at \$50,000 or less through December 31, 2020, along with any associated Planning Fees. Eligibility is limited to commercial businesses (1-25 employees).
 - Waive or streamline ministerial design review for all commercial projects valued at \$50,000 or less through December 31, 2020 for commercial businesses (1-25 employees), granting City of Benicia staff the exclusive, temporary authority to review, approve and permit projects.
 - Allow indoor construction through evenings and weekends, if requested by commercial businesses (1-25 employees) temporarily through Dec 31, 2020 as long as no complaints are received.
 - Deferral of Fire Inspection fees for commercial businesses (1-25 employees) to after December 31, 2020, payable within 90 days (approximately March 30, 2021).
 - Suspend requirement to obtain home-based business permits.

Each of these is described and discussed in more detail below.

Grant/Loan Program

Since the May 26 study session, the Economic Development staff have held meetings with members of the Economic Recovery Task Force to gather feedback on possible structure of a grant/loan program as outlined during the Council discussion. Because the group is fairly large, it was divided into three subgroups and each was asked for feedback on the following:

- Eligibility requirements;
- Grant/loan specifics such as maximum amount to offer;
- Limits on how the funds could be used;
- Selection criteria on scoring applications such as sales tax generated, number of workers employed and number of years in business in Benicia;
- Selection panel members; and
- Support material required to apply such as copies of rental agreements, income/expense statements, balance sheet, tax return, etc.

At the time this report is being prepared, feedback from the three sub-groups is still being collected however some recommendations are clear. It is the recommendation of staff and the

Task Force that the program be solely a grant program and not a loan. It was a near universal assessment of the Task Force that our business community cannot afford to take on any more debt even if the loan was low or zero interest. The greatest benefit to businesses would be a grant. In addition, the Task Force recommended that businesses with up to 50 employees (rather than 25) be eligible for consideration.

The purpose of the grant program is to aid small businesses with financial assistance prioritizing those businesses that have a positive impact on the Benicia economy, i.e., provide employment, generate sales tax and/or draw visitors to our community. Staff recognizes that the proposed grant will be modest but still helpful to businesses that are awarded funds. These grants are an investment to give our businesses a “boost” and as such the grant is named the “Business-Open-Opportunity-Support-Thrive” (BOOST) Grant.

Staff estimates that with final direction given by Council tonight, an application and review process could be finalized in the next few weeks and the program could be operational in July.

Utility Fee Forgiveness

For the same group of businesses with 25 or fewer employees, Council expressed interest in allocating funds to offset utilities costs and therefore reduce operational expenses.

Staff has tried to evaluate the financial impacts of this action but doing so has been difficult because our business license records, which indicate the number of employees, and utility billing records do not align. However, our best estimate is that there are 370 eligible businesses with 25 or fewer employees with an estimated total cost of \$325,000 if all eligible businesses applied and were approved. Since direct adjustments to the utility funds like this one (i.e., discounts provided to a particular group) are prohibited by law, any loss in projected revenue must be made up by the General Fund.

Staff does not recommend taking this action; however, if Council wishes to make this change, staff recommends that a maximum funding amount be budgeted for this purpose, i.e., \$100,000 and only those businesses demonstrating need through an application process be considered to receive the waiver of fees on a “first in, first funded” basis.

Planning Services, Building Permits & Fire Inspection Fees

Some businesses would like to renovate their facilities or implement some other kind of innovation to allow greater operation under the new social distancing requirements. Council expressed interest in deferring or waiving those fees and converting the review process to a ministerial level to facilitate this activity.

To provide some context for considering these actions, staff reviewed data related to regulatory issues and building permits for projects with up to \$50,000 valuation as requested by Council.

- ❖ **Building Permits.** Projects up to \$50,000 valuation could have a building permit of approximately \$3,868 dollars; that is only the permit fee. Assuming upwards of 20

businesses taking advantage of this program, the outside window of revenue loss or deferral would be approximately \$76,000.

- 1) Council discussed making this a fee waiver or fee deferral. Staff recommends the fees be deferred and would need to figure out a way to track and a mechanism (Certificate of Occupancy) to enforce our collection;
- 2) Staff assumes this change applies to the permit fee only, and that no waiver of plan check fees or other fees like Fire and Public Works would be included. It seems the Council's intent was for a change to be made related to interior tenant improvements of existing businesses only and for COVID related improvements. If so, then impact fees such as the traffic impact fee, for Public Works would not apply. The City contracts with outside consultants to conduct plan review and therefore staff does not recommend waiving these fees.

- ❖ **Exterior Alterations.** To help businesses complete exterior alterations related to COVID, staff recommends administrative design review be allowed for any business that is seeking to make exterior alterations to any Non-Landmark structure as long as the improvements are determined to be of high quality and match the existing architectural style and quality of the building. This process would temporarily grant staff authority beyond that which is currently set forth in Table 1 of the Downtown Historic Conservation Plan.

This change would also alleviate the need for review by the Historic Preservation and Review Commission (HPRC) and the associated fees (anywhere from \$1,200 for minor review to \$2,600 for major review) and by keeping this to existing businesses would not require fees for potential use permits (anywhere from \$2,100 to \$5,300).

- ❖ **Indoor construction time flexibility.** Allowing indoor construction during evening hours and on weekends for businesses with 1-25 employee could work, but it could be problematic for businesses with close proximity to nearby residents. Currently, construction hours are 7 a.m. to 7 p.m., Monday through Friday; 8 a.m. to 7 p.m. on Saturdays, and not allowed on Sundays. If approved to go forward, staff would recommend adding the following condition: "Permitted as long as no complaints are received by the City."
- ❖ **Fire Inspection fees.** Deferral of construction-related fire inspection fees for commercial businesses with 1-25 employees through December 31, 2020, with 90 days to make payment is included in the resolution.
- ❖ **Home Occupation Permits.** Staff does not recommend proceeding with suspending home occupation permits due to frequent conflicts between commercial activities and residential ones. In addition, home-based food operations that generate less than \$50,000 in revenue are already permitted without special permits.

General Plan	<p>Goal 2.7: Attract and retain industrial facilities that provide fiscal and economic benefits to the present and future needs of Benicia.</p> <p>Goal 2.12 Strengthen the Downtown as the City’s central commercial zone.</p> <p>Policy 2.12.3 Seek to make Downtown a thriving and vigorous community center offering a variety of activities and attractions for residents and visitors.</p>
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Priority Based Budgeting	Strategic City Result Impacted by this Agenda Item
	<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 & Safety</p> <p><input type="checkbox"/> Maintain & Enhance A High Quality of Life</p> <p><input type="checkbox"/> Preserve & Enhance Infrastructure</p> <p><input checked="" type="checkbox"/> Strengthen Economic & Fiscal Conditions</p> <p><input type="checkbox"/> Protect & Enhance the Environment</p> <p><input type="checkbox"/> High Performing Government</p>
	City Programs Impacted by This Agenda Item (Top 3):
	<ol style="list-style-type: none"> 1. Business Retention & Expansion 2. Budget Development & Management 3. Financial Reporting
	Priority Based Budgeting (PBB) Website:
	<p>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.</p>

CEQA Analysis	<p>The Business Assistance Programs Due to COVID-19 is exempt from the California Environmental Quality Act (CEQA) Guidelines Section 15061(b)(3), the “general rule” exemption which states that where it can be seen with certainty that there is no possibility the activity in question may have a significant effect on the environment, the activity is exempt from CEQA. The City has determined that the proposed changes will not have an impact on the environment and therefore are exempt from CEQA under the general rule.</p>
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ATTACHMENT:

1. Resolution – Business Assistance Programs Due to COVID-19

RESOLUTION NO. 20-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA AUTHORIZING THE CREATION OF A BUSINESS ASSISTANCE GRANT PROGRAM, AN APPLICATION PROCESS TO REQUEST UTILITY FEE WAIVER, VARIOUS ADJUSTMENTS TO THE PLANNING REVIEW, BUILDING PERMIT AND FIRE INSPECTION FEES, AND ADJUSTING THE REGULATORY REQUIREMENTS FOR INTERIOR AND EXTERIOR IMPROVEMENTS TO COMMERCIAL PROPERTIES.

WHEREAS, the State of California and Solano County issued shelter at home orders in response to the COVID-19 Pandemic in March 2020; and

WHEREAS, many businesses in Benicia were required to closure in response to the shelter orders; and

WHEREAS, many businesses continued to incur expenses related to rent, utilities, payroll and other operational requirements; and

WHEREAS, many businesses' revenue declined dramatically; and

WHEREAS, State and Federal stimulus funds were helpful to some businesses but not all; and

WHEREAS, City staff provided support via two rounds of Layoff Aversion Grant funds via the Workforce Development Board, facilitated information to businesses about financial assistance from State and Federal government entities, surveyed business needs; and assembled the Benicia Economic Recovery Task Force comprised of business and community representatives to advise the City and other businesses; and

WHEREAS, the City Council discussed and provided direction to staff about various business assistance programs and efforts on May 26, 2020; and

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Benicia does hereby direct staff to take the following actions: establish a grant program for small businesses that meet the eligibility criteria set forth:

- have a commercial location in Benicia;
- have an active business license as of March 18, 2020;
- employ 1-50 employees;
- demonstrate at least a 25% loss due to COVID-19;
- and have applied for State or Federal financial assistance;
- set individual grants at a maximum of \$10,000 and total grant funds at a maximum of \$200,000; and
- appropriate \$200,000 from the General Fund unassigned fund balance to provide resources for the grant program;

Defer payment of Planning Entitlement Review fees, Building Permit fees pursuant to the Building Fee Schedule (Valuation Based Building Fees) and construction-related Fire Inspection fees for projects up to \$50,000 in valuation until December 31, 2020, and make them payable within 90 days or by March 30, 2021;

Effective June 17, 2020, temporarily designate as “ministerial review” by staff only any exterior façade modifications to existing Non-Landmark commercial structures, but not including additions, through December 31, 2020;

Allow interior construction in businesses to occur beyond standard hours of activity through December 31, 2020, as long as the City staff receive no complaints about the activity.

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 16th day of June, 2020 by the following vote:

Ayes:

Noes:

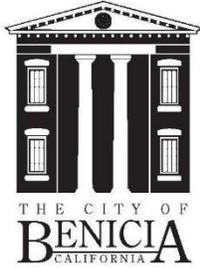
Absent:

Elizabeth Patterson, Mayor

Attest:

Lisa Wolfe, City Clerk

Date



AGENDA ITEM
CITY COUNCIL MEETING DATE – JUNE 16, 2020
COUNCIL MEMBER COMMITTEE REPORT

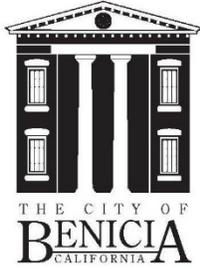
TO : Mayor Patterson
Councilmember Campbell

FROM : Community Development Director

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

The following information is provided for your committee report at the June 16, 2020 Council meeting.

The next regular scheduled meeting is June 18, 2020. The meeting schedule and minutes can be found online at: <https://www.mcecleanenergy.org/meeting-archive/>.



**AGENDA ITEM
CITY COUNCIL MEETING DATE – JUNE 16, 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 June 16, 2020 Council meeting.

Attached are the regular board minutes from March 12, 2020 and the agenda from the regular board meeting held on May 14, 2020. The agenda is not available for the meeting scheduled on June 11th. The next regular board meeting will be on July 9, 2020 at the SCWA office.

ATTACHMENTS:

1. Minutes from the March 12, 2020 Board meeting
2. Agenda from the May 14, 2020 Board meeting

**SOLANO COUNTY WATER AGENCY
BOARD OF DIRECTORS MEETING MINUTES
MEETING DATE: March 12, 2020**

The Solano County Water Agency Board of Directors met this evening at the Solano County Water Agency office in Vacaville. Present were:

Mayor Elizabeth Patterson, City of Benicia
Vice-Mayor Scott Pederson, City of Dixon
Mayor Harry Price, City of Fairfield
Mayor Ronald Kott, City of Rio Vista
Mayor Lori Wilson, City of Suisun
Mayor Ron Rowlett, City of Vacaville
Mayor Bob Sampayan, City of Vallejo
Supervisor Erin Hannigan, Solano County District 1
Supervisor Monica Brown, Solano County District 2
Supervisor Jim Spering, Solano County District 3
Supervisor John Vasquez, Solano County District 4
Director Dale Crossley, Reclamation District No. 2068
Director John Kluge, Solano Irrigation District

CALL TO ORDER

The meeting was called to order by Chair Kott at 6:30 pm.

APPROVAL OF AGENDA

Staff requested Agenda item 11) Dixon Watershed Management Plan – Phase II update) be pulled from the agenda. On a motion by Mayor Rowlett and second by Mayor Sampayan the Board unanimously approved the agenda.

PUBLIC COMMENT

There were no public comments.

CONSENT ITEMS

On a motion by Mayor Patterson and second by Supervisor Brown the Board unanimously approved the following consent items:

- (A) Minutes
- (B) Expenditure Approvals
- (C) Quarterly Financial Reports
- (D) Authorization to Transfer LAIF funds
- (E) Contract Amendment with Terra Realty Advisors, Inc.
- (F) 5-Year Water Management Plan Update
- (G) Authorize Staff to Obtain Bids for Grant Funded Cold Canyon Trail Rehabilitation Project

BOARD MEMBER REPORTS

There were no Board Member reports.

GENERAL MANAGER'S REPORT

In addition to his written report, General Manager Roland Sanford briefed the Board on the actions staff is taking in response to the evolving COVID-19 situation. He noted that meetings between staff and other agencies were increasingly being cancelled or held via teleconference, and that the April Board meeting would be held via teleconference if not cancelled. Board members recommended the Water Agency follow Center for Disease Control, World Health Organization, State and Solano County Health Department guidelines.

SOLANO WATER ADVISORY COMMISSION

There was no verbal report. The minute of the January 22, 2020 Solano Water Advisory Commission meeting were included in the March 12, 2020 Board meeting agenda packet.

FISCAL YEAR 2018-2019 AUDIT

General Manager Roland Sanford summarized the findings of Water Agency's fiscal year 2018-2019 audit report prepared by Mann, Urrutia, Nelson, CPA's and Associates, LLP; noting the report concludes that the "Water Agency's financial statements for fiscal year 2018-2019 are free from material misstatement and are represented fairly in accordance with generally accepted accounting principles". Mr. Sanford observed that the audit identified one deficiency: a total of \$1,571,000 in grant receivables that as of June 30, 2019 had not been billed for reimbursement and explained that shortly after completion of the audit report the entire \$1,571,000 was billed, thereby addressing the audit deficiency. On a motion by Mayor Price and second by Mayor Patterson the Board unanimously approved acceptance of the fiscal year 2018-2019 audit report prepared by Mann, Urrutia, Nelson, CPA's and Associates, LLP.

Mr. Sanford observed that common practice is for organizations to periodically change auditors as a means of bringing "fresh eyes" to the annual review. He reported staff circulated a request for audit proposals and has interviewed three firms, one of which staff and the Executive Committee will be recommending the Board retain at either the April or May Board meeting.

CREATION OF ASSISTANT GENERAL MANAGER POSITION

General Manager Roland Sanford began the discussion of the proposed Assistant General Manager position by noting that in the late 1990's the Water Agency had an Assistant General Manager – him – and that upon his departure from the Water Agency in 2003, the Water Agency reorganized and replaced the Assistant General Manager position with two supervisory level positions. Mr. Sanford then described how the Water Agency's responsibilities and in turn staff have grown over the years – currently consisting of 20 full-time employees and as many as 20 seasonal interns at any given time – and were likely to grow in the face of emerging challenges such as implementation of the Solano Habitat Conservation Plan, contract renewal of the Solano Project water supply, and the impact of the State Water Resources Control Board's implementation of the Bay-Delta Plan on the Water Agency's water supplies.

Mr. Sanford expressed concern that out of necessity staff and he in particular are focused on the "here and now" and spending insufficient time on long-range planning/strategic development, attention to legislative matters, and coalition building in general. He discussed what he described as "stop gap measures" such as reassigning staff responsibilities, and noted that in the case of the Principal Water Resources Specialist, the additional administrative staff supervisory duties that have been assigned are clearly outside the Principal Water Resources Specialist job description and therefore not a permanent solution.

Mr. Sanford then described the duties of the proposed Assistant General Manager position, explaining that the Assistant General Manager would supervise the majority of technical staff, oversee routine administrative functions, and serve as the acting General Manager in the General Manager's absence. He noted that the duties and responsibilities of the Assistant General Manager would overlap in certain areas with those of the General Manager but be focused on the day-to-day operations of the Water Agency. Mr. Sanford explained that organizationally, he saw the Assistant General Manager serving the dual role as a department head and would need to not only manage the "day-to-day" activities of their department, but also be reasonably familiar with all activities of the organization, essentially "on call" and ready to serve as the General Manager when the need arises – an organizational structure also employed by the Alameda County Flood Control & Water conservation District.

Director Kluge asked whether staff intended to commission an organizational structure study of the Water Agency, which Mr. Sanford responded to by affirming that such a study is anticipated in the coming months. Vice Mayor Pederson expressed concerns regarding possible salary compaction – the Assistant General Manager salary being too similar to the General Manager's salary, and as a result, pressure to increase the General Manager's salary.

On a motion made by Supervisor Vasquez and second by Mayor Patterson the Board unanimously approved creation of the Assistant General Manager position, and for the General Manager to recruit and hire an Assistant General Manager.

LEGISLATIVE UPDATES

Mayor Kott stated that the Legislative Committee had met the prior week and reviewed proposed legislation with Mr. Bob Reeb, the Water Agency's legislative advocate. Mr. Reeb provided additional information about the various legislative proposals (draft bills) and the process by which his firm engages State and local legislators on behalf of the Water Agency and his clients in general. The Board discussed and ultimately reaffirmed the Water Agency's policy and protocols regarding submission of letter of support or opposition to proposed legislation.

WATER POLICY UPDATES

1. Staff had nothing to report on emerging Delta and Water Policy issues.
2. The Water Policy Committee has not met since the last Water Agency Board of Directors meeting, staff continue to work with the Solano Water Advisory Commission on the proposed Water Exchange Policy.
3. There was nothing to report on the activities of the Delta Counties Coalition.
4. Mayor Patterson reported that at the North Bay Watershed Association meeting on March 6, 2020 the Chairperson of the California Water Commission discussed the roles and authorities of the Commission. Mayor Patterson also reported that the North Bay Watershed Association's annual conference scheduled for April has been cancelled in deference to the COVID-19 shelter at home directives by Bay Area counties.

TIME AND PLACE OF NEXT MEETING

Thursday, April 9, 2019 at 6:30 p.m., at the SCWA offices in Vacaville.

ADJOURNMENT

This meeting of the Solano County Water Agency Board of Directors was adjourned at 7:35 p.m.

Roland Sanford
General Manager & Secretary to the
Solano County Water Agency

SOLANO COUNTY WATER AGENCY



BOARD OF DIRECTORS:

Chair:
Mayor Ron Kott
City of Rio Vista

Vice Chair:
Director Dale Crossley
Reclamation District No.
2068

Mayor Elizabeth Patterson
City of Benicia

Mayor Thom Bogue
City of Dixon

Mayor Harry Price
City of Fairfield

Director Ryan Mahoney
Maine Prairie Water District

Supervisor Erin Hannigan
Solano County District 1

Supervisor Monica Brown
Solano County District 2

Supervisor Jim Spering
Solano County District 3

Supervisor John Vasquez
Solano County District 4

Supervisor Skip Thomson
Solano County District 5

Director Lance Porter
Solano Irrigation District

Mayor Lori Wilson
City of Suisun City

Mayor Ron Rowlett
City of Vacaville

Mayor Bob Sampayan
City of Vallejo

GENERAL MANAGER:

Roland Sanford
Solano County Water
Agency

BOARD OF DIRECTORS MEETING

DATE: Thursday, May 14, 2020

TIME: 6:30 P.M.

PLACE: Virtual Meeting – Zoom Meeting

Join Zoom Meeting

<https://us02web.zoom.us/j/87657942402?pwd=amNsM0pTR0gwOVdCcjhWRUlqWkZqUT09>

Meeting ID: 876 5794 2402

Password: 310890

Dial by your location: +1 669 900 9128 US (San Jose)

Find your local number: <https://us02web.zoom.us/u/kw0fZkg8l>

Alternate Conference line if Virtual meeting goes offline:

+1 800 510 5879

Password: 385498

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **APPROVAL OF AGENDA**
4. **PUBLIC COMMENT**

If you wish to make a Public Comment, please contact the Secretary at: clee@scwa2.com to expedite the process, thank you. Public Comments may still be made during the virtual meeting without prior notice.

5. **CONSENT ITEMS** (estimated time: 5 minutes)
 - (A) Minutes: Approval of the Minutes of the Board of Directors meeting of March 12, 2020.
 - (B) Expenditure Approvals: Approval of the March and April 2020 checking account register.
 - (C) Contract Amendment with AD Consultants: Authorize General Manager to execute \$40,000 contract amendment for additional Lake Berryessa operations analyses and review of State Water Resources Control Board computer simulation results.



- (D) Contract Amendment with Shandam Consulting Incorporated: Authorize General Manager to execute \$15,000 contract amendment for additional professional IT services in support of home based work activities pursuant to ongoing COVID-19 shelter in place directives.
- (E) Contract Amendment with Thinking Green Consultants: Authorize General Manager to execute \$ 4,000 contract amendment for additional administrative support of SCWA Regional High-Efficiency Washer Rebate Program.
- (F) Service Agreement with Badawi & Associates, CPA's: Authorize General Manager to execute 2-year Service Agreement with Badawi & Associates CPA's for annual audit services. Total cost not to exceed \$46,175.
- (G) Vehicle Purchase for Solano Project Operations: Authorize General Manager to purchase Ford F-250 4x4 Truck for Solano Project operations. Total cost not to exceed \$45,000.

6. **BOARD MEMBER REPORTS** *(estimated time: 5 minutes)*

RECOMMENDATION: For information only.

7. **GENERAL MANAGER'S REPORT** *(estimated time: 5 minutes)*

RECOMMENDATION: For information only.

8. **SOLANO WATER ADVISORY COMMISSION REPORT** *(estimated time: 5 minutes)*

RECOMMENDATION: For information only.

9. **APPOINTMENT OF FY 2020-2021 BUDGET REVIEW COMMITTEE** *(estimated time: 5 minutes)*

RECOMMENDATION: Appoint committee to review proposed FY 2020-2021 budget.

10. **LEGISLATIVE UPDATES** *(estimated time: 15 minutes)*

RECOMMENDATION:

1. Hear report from Committee Chair on activities of the SCWA Legislative Committee.
2. Hear report from Bob Reeb of Reeb Government Relations, LLC.

11. WATER POLICY UPDATES (estimated time: 10 minutes)

RECOMMENDATION:

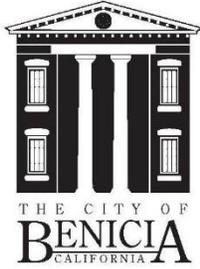
1. Hear report from staff on current and emerging Delta and Water Policy issues and provide direction.
2. Hear status report from Committee Chair on activities of the SCWA Water Policy Committee.
3. Hear report from Supervisor Thomson on activities of the Delta Counties Coalition, Delta Protection Commission, and Delta Conservancy.
4. Hear report from Mayor Patterson on activities of the North Bay Watershed Association.

12. TIME AND PLACE OF NEXT MEETING

Thursday, June 11, 2020 at 6:30 p.m. at the SCWA offices.

The Full Board of Directors packet with background materials for each agenda item can be viewed on the Agency's website at www.scwa2.com.

Any materials related to items on this agenda distributed to the Board of Directors of Solano County Water Agency less than 72 hours before the public meeting are available for public inspection at the Agency's offices located at the following address: 810 Vaca Valley Parkway, Suite 203, Vacaville, CA 95688. Upon request, these materials may be made available in an alternative format to persons with disabilities.



AGENDA ITEM
CITY COUNCIL MEETING DATE – JUNE 16, 2020
COUNCIL MEMBER COMMITTEE REPORT

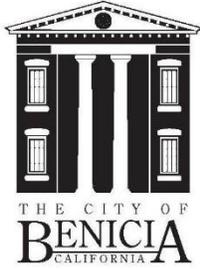
TO : Councilmember Young
Councilmember Largaespada

FROM : Community Development Director

SUBJECT : **SKY VALLEY OPEN SPACE COMMITTEE**

The following information is provided for your committee report at the June 16, 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 – JUNE 16, 2020
COUNCIL MEMBER COMMITTEE REPORT

TO : Council Members Campbell
Vice Mayor Strawbridge

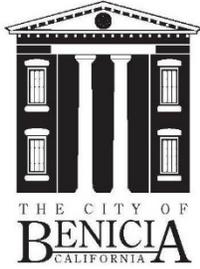
FROM : City Manager

SUBJECT : **SOLANO EDC BOARD OF DIRECTORS**

The following information is provided for your committee report at the June 16, 2020 City Council meeting.

The last meeting was held on May 14, 2020 via videoconference. The agenda was previously issued. The minutes are not yet available.

The next meeting is scheduled for Thursday, July 9, 2020 at a location to be determined or by videoconference. The agenda is not yet available.



**AGENDA ITEM
CITY COUNCIL MEETING DATE – JUNE 16, 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 June 16, 2020 Council meeting.

Minutes from the April 8, 2020 board meeting and the agenda for the May 13, 2020 Board meeting are attached. The agenda for the June 10th meeting was not available. The next regular board meeting will be on July 8, 2020 at the City of Suisun Council Chambers.

ATTACHMENTS:

1. Minutes from the April 8, 2020 meeting
2. Agenda from the May 13, 2020 meeting



SOLANO TRANSPORTATION AUTHORITY
Board Minutes for Virtual Meeting of
April 8, 2020

1. CALL TO ORDER

Chair Rowlett called the regular meeting to order at 6:00 p.m. A quorum was confirmed.

MEMBERS

PRESENT: Ron Rowlett, Chair City of Vacaville
Bob Sampayan, Vice Chair City of Vallejo
Elizabeth Patterson City of Benicia
Thom Bogue City of Dixon
Harry Price City of Fairfield
Ron Kott City of Rio Vista
Lori Wilson City of Suisun City

MEMBERS

ABSENT: Jim Sperring County of Solano

STAFF

PRESENT: (In alphabetical order by last name.)
Anthony Adams Project Manager
Janet Adams Deputy Executive Director/Director of Projects
Bernadette Curry Legal Counsel
Triana Crighton Assistant Planner
Cecilia de Leon Admin Assistant
Susan Furtado Accounting & Administrative Services Mgr.
Ron Grassi Director of Programs
Robert Guerrero Director of Planning
Daryl Halls Executive Director
Vincent Ma Marketing & Legislative Program Manager
Erika McLitus Project Assistant
Johanna Masielat Office Manager/Clerk of the Board
Debora Harris Accountant
Neil Quintanilla Marketing Assistant
Brent Rosenwald Planning Assistant

ALSO PRESENT: (In alphabetical order by last name.)

Shawn Cunningham City of Vacaville
George Gwynn Resident, Suisun City

2. CONFIRM QUORUM/STATEMENT OF CONFLICT

A quorum was confirmed by the Clerk of the Board, Johanna Masielat. There was no Statement of Conflict declared at this time.

3. APPROVAL OF AGENDA

On a motion by Board Member Wilson, and a second by Board Member Patterson, the STA Board approved the agenda to include several amendments as shown below in ~~strike through~~ **bold italics**. The amended agenda was approved by the following roll call vote.

AYES: Bogue, Kott, Patterson, Price, Rowlett, Sampayan, and Wilson
NOES: None
ABSENT: Spering
ABSTAIN: None

✓ Agenda Item 8.A

STA Board Meeting Minutes of March 11, 2020

Amend the meeting minutes to reflect the request made by Board Member Patterson to direct STA staff to come back to the STA Board with a Policy relating to utility relocation costs by local agencies on STA projects.

✓ Agenda Item 8.H

Regional Transportation Impact Fee (RTIF) Transit Facility Public Art Fund

Recommendation:

Approve the creation of the Regional Transportation Impact Fee (RTIF) Transit Facility Public Art Fund as part of the 5% Regional Transit Funding *and direct staff to develop a policy that will incorporate the use of the funds in future transit projects that will serve new development.*

✓ Agenda Item 10.C

Solano County Comprehensive Transportation Plan: Land Use Chapter

Recommendation:

Approve the updated *releasing the* Land Use Chapter of the CTP as shown in Attachment A *for 30-day public comment period.*

✓ Agenda Item 10.D

Solano Comprehensive Transportation Plan (CTP): Solano Active Transportation Plan (ATP)

Recommendation:

~~Approve the Solano Active Transportation Plan (ATP) of the CTP as shown in Attachment B.~~ *Set comment period deadline of April 17th for Solano Active Transportation Element and Active Transportation Plan.*

4. OPPORTUNITY FOR PUBLIC COMMENT

George Gwynn complimented STA staff for their efforts in providing a user-friendly way to participate in tonight's Board meeting and maintaining transparency.

5. EXECUTIVE DIRECTOR'S REPORT

Daryl Halls verbal update on the following items:

- STA Corona Virus (CoVID 19) Response Update
- Impact on Transit Service in Solano County
- Federal Stimulus Provides Short Term Funding for Transit
- Federal Focus Shifts to Shovel Ready Projects
- Final Four Elements/Chapters of STA's County Transportation Plan Ready for Board Approval
- Vacaville Submits First Affordable Housing Project for Funding from Suburban Housing Incentive (SubHIP) Pilot Program
- Transit Operators Recommend Funding for Public Art at Regional Transit Centers
- Mid-Year Budget Update and Initial Recommendation for FY 2020-21

6. **REPORT FROM THE METROPOLITAN TRANSPORTATION COMMISSION (MTC)**
None presented.

7. **STA PRESENTATIONS**

A. Directors Reports:

1. **Projects** *presented by Janet Adams*
 - a. **Update of I-80/I-680/State Route (SR) 12 Interchange Project Funding**
 - b. **List of Shovel Ready Projects**
2. **Planning – Legislative Update** *presented by Vincent M*
3. **Programs**

8. **CONSENT CALENDAR**

The Consent Calendar Items A through H was approved *as amended shown below in bold italics* by the following roll call votes.

AYES: Bogue, Kott, Patterson, Price, Rowlett, Sampayan, and Wilson
NOES: None
ABSENT Spering
ABSTAIN None

A. Meeting Minutes of the STA Board Meeting of March 11, 2020

The meeting minutes was amended to reflect the request made by Board Member Patterson to direct STA staff to come back to the STA Board with a Policy relating to utility relocation costs by local agencies on STA projects.

Recommendation:

Approve the Minutes of the STA Board Meeting of March 11, 2020.

B. Draft Minutes of the STA TAC Meeting of March 25, 2020

Recommendation:

Approve the Draft Minutes of the STA TAC Meeting of March 25, 2020.

C. Fiscal Year (FY) 2019-20 Second Quarter Budget Report

Recommendation:

Receive and file.

D. STA Bicycle Advisory Committee (BAC) New Member Appointment

Recommendation:

Approve the BAC membership recommendation for Jodie Stueve to represent the City of Dixon with a three-year term to expire on May 1, 2023.

E. STA Pedestrian Advisory Committee (PAC) New Member Appointment

Recommendation:

Approve the PAC membership recommendation for Joseph Green-Heffern to represent the City of Fairfield with a three-year term to expire on July 1, 2023.

F. Transportation and Land Use Project Manager

Recommendation:

Authorize the Executive Director to enter into a funding agreement with the Solano Economic Development Corporation (EDC) for a contract not to exceed \$25,000 for transportation and land use project management services as shown in Attachment A.

G. Vallejo Community Based Transportation Plan (CBTP) Participatory Budgeting Project Selections

Recommendation:

Approve the following:

1. The Vallejo Participatory Budgeting Projects for \$400,000 of regional STAF Lifeline funding as shown in Attachment C; and
2. Authorize the Executive Director to enter into funding agreements with the City of Vallejo and SolTrans to implement the approved PB Projects.

H. Regional Transportation Impact Fee (RTIF) Transit Facility Public Art Fund

Recommendation:

Approve the creation of the Regional Transportation Impact Fee (RTIF) Transit Facility Public Art Fund as part of the 5% Regional Transit Funding *and direct staff to develop a policy that will incorporate the use of the funds in future transit projects that will serve new development.*

9. ACTION FINANCIAL ITEMS

A. Solano Suburban Housing Incentive Pool (SubHIP)

Robert Guerrero announced that the deadline to submit Letters of Interest has been extended to April 1, 2020. Robert Guerrero and Shawn Cunningham, City of Vacaville Public Works Director, presented staff’s recommendation of \$1.9 million from the SubHIP funding for eligible transportation projects to incentivize an affordable development at the Vacaville Transit Center (VTC)/Allison Drive PDA. Shawn Cunningham outlined the City’s proposal for a funding swap and commented that the SubHIP incentive would result in 89 affordable units out of a 99 unit development adjacent to the VTC on the northern end. Robert Guerrero noted that STA staff is continuing to work with the City of Fairfield for the remaining balance of the Pilot SubHIP funding to be applied to a transportation project that supports affordable development within the Fairfield Vacaville Rail Station PDA.

Board/Public Comments:

None presented.

Recommendation:

Approve the following:

1. \$1.9 million from the Suburban Housing Incentive Pool (SubHIP) program for the Vacaville Transportation Center/Allison Drive PDA implementation project; and
2. Authorize the STA Executive Director to enter into a funding agreement with the City of Vacaville for the \$1.9 million.

On a motion by Board Member Patterson, and a second by Board Member Bogue, the STA Board approved the recommendation by the following roll call votes.

AYES:	Bogue, Kott, Patterson, Price, Rowlett, Sampayan, and Wilson
NOES:	None
ABSENT	Spering
ABSTAIN	None

10. ACTION NON-FINANCIAL

A. Solano County Comprehensive Transportation Plan (CTP): Transit Element

Robert Guerrero presented the Transit Element of the Solano CTP. He commented that the update is primarily concentrated on updated ridership information, changes to policies and programs, recent modification to the SolanoExpress bus service, and changes to the intercity rail and regional ferry service. He commented that the Transit Element will be presented to the STA Board Transit Subcommittee at a meeting tentatively scheduled in April for their input. He concluded by stating that the goal is to have the updated Element finalized for Board approval in May along with the CTP's Land Use and Equity Chapters, Arterials, Freeways and Highways and Active Transportation Elements update.

Board/Public Comments:

None presented.

Recommendation:

Approve the updated Transit element of the CTP.

On a motion by Board Member Bogue, and a second by Board Member Price, the STA Board approved the recommendation by the following roll call votes.

AYES:	Bogue, Kott, Patterson, Price, Rowlett, Sampayan, and Wilson
NOES:	None
ABSENT	Spering
ABSTAIN	None

B. Solano County Comprehensive Transportation Plan: Arterials, Highways and Freeways Element

Robert Guerrero presented the Arterials Element of the CTP. He commented that the update is primarily concentrated on changes in policies and fund programs, project descriptions and data on safety and congestion where needed. He noted that there are no comments have been received.

Board/Public Comments:

None presented.

Recommendation:

Approve the updated Arterials, Highways and Freeways Element of the CTP as shown in [Attachment A](#).

On a motion by Board Member Wilson, and a second by Board Member Patterson, the STA Board approved the recommendation by the following roll call votes.

AYES:	Bogue, Kott, Patterson, Price, Rowlett, Sampayan, and Wilson
NOES:	None
ABSENT	Spering
ABSTAIN	None

C. Solano County Comprehensive Transportation Plan: Land Use Chapter

Triana Crighton reported that much of the content of this Chapter has been extrapolated through the work of the Planning Directors for the Metropolitan Transportation Commission's (MTC) Plan Bay Area 2050 process and the formation of the SolHIP. She commented that the Plan Bay Area 2050 process required cities to review their current MTC geographies, such as PDAs, and gave them the opportunity to modify their existing designations or add new ones. These designations inform where development is planned to occur. The SolHIP effort will assist the participating agencies to evaluate where and how their priority housing development projects can be implemented.

Board/Public Comments:

Board Member Patterson requested that staff add to the goals and identify reducing vehicle miles traveled to comply with the CEQA requirement and state requirement under SB 375.

Recommendation:

Approve ~~the updated~~ **releasing the** Land Use Chapter of the CTP as shown in Attachment A **for a 30-day public comment period.**

On a motion by Board Member Patterson, and a second by Board Member Sampayan, the STA Board approved the recommendation as amended shown above ~~striketrough~~ **bold italics** by the following roll call votes.

AYES:	Bogue, Kott, Patterson, Price, Rowlett, Sampayan, and Wilson
NOES:	None
ABSENT	Spering
ABSTAIN	None

D. Comprehensive Transportation Plan (CTP) Solano Active Transportation Plan (ATP)

Anthony Adams commented that following Board approval, the seven cities and the County will have the opportunity to conduct public outreach, amend their individual agency chapters as they see fit, and adopt them as their local plans. He concluded by stating that the Solano Active Transportation Plan once complete will guide STA's future investments in bike and pedestrian infrastructure in Solano County.

Board/Public Comments:

Board Member Patterson requested staff to make sure to have the links available for viewing.

Recommendation:

~~Approve the Solano Active Transportation Plan (ATP) of the CTP as shown in Attachment B.~~ **Set comment period deadline of April 17th for Solano Active Transportation Element and Active Transportation Plan.**

On a motion by Board Member Patterson, and a second by Board Member Wilson, the STA Board approved the recommendation as amended shown above ~~striketrough~~ **bold italics** by the following roll call votes.

AYES:	Bogue, Kott, Patterson, Price, Rowlett, Sampayan, and Wilson
NOES:	None
ABSENT	Spering
ABSTAIN	None

11. INFORMATIONAL – NO DISCUSSION

A. Project Delivery Update

Pg.

B. Summary of Funding Opportunities

Pg.

C. 2020 STA Board and Advisory Committee Meeting Schedule

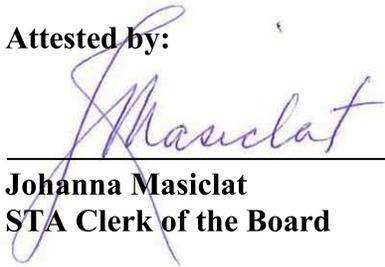
Pg.

12. BOARD MEMBER COMMENTS

ADJOURNMENT

- 13.** The meeting was adjourned at 6:25 p.m. The next STA Board meeting is scheduled at **6:00 p.m., Wednesday, May 13, 2020** tentatively via Zoom.

Attested by:



**Johanna Masiel
STA Clerk of the Board**

In furtherance of the direction from Governor Newsom (Executive Order N-25-20) and Solano County Public Health (Solano County’s “Stay at Home” Order) and pursuant to the Executive Order issued by Governor Gavin Newsom (Executive Order N-29-20), the STA Board will not be convening at Suisun City Hall Council Chambers but will instead move to a remote meeting.

Join Zoom Meeting
<https://us02web.zoom.us/j/7966534239>
 Meeting ID: 796 653 4239

To Participate by Phone
 Dial: 1(408) 638-0968
 Access Code: 7966534239#

Click here for [Zoom Instructions](#)

Public Comments:

Public Comment may still be provided by either submitting written public comments to STA’s Clerk of the Board, Johanna Masiclat via email at jmasiclat@sta.ca.gov by 5:30 p.m. on the day of the meeting, which will be read during Public Comment or on the related item when Public Comment is called and entered into the record. Public Comment can also be requested during the meeting via the phone/computer audio when the Chair calls for Public Comment on an item. We request that you state and spell your first and last name, verify the item that you wish to speak on and then you will be allowed three minutes to address the STA Board when your name is called.

Americans with Disabilities Act (ADA):

This agenda is available upon request in alternative formats to persons with a disability, as required by the ADA of 1990 (42 U.S.C. §12132) and the Ralph M. Brown Act (Cal. Govt. Code §54954.2). Persons requesting a disability related modification or accommodation should contact Johanna Masiclat, Clerk of the Board, at (707) 399-3203 during regular business hours at least 24 hours prior to the time of the meeting.

Translation Services: For document translation please call:

Para la llamada de traducción de documentos:
 對於文檔翻譯電話
 Đối với tài liệu gọi dịch:
 Para sa mga dokumento tawag sa pagsasalín:
 707-399-3203

ITEM

BOARD/STAFF PERSON

1. CALL TO ORDER/ PLEDGE OF ALLEGIANCE
 (6:00 p.m.)

Chair Rowlett

<u>STA BOARD MEMBERS</u>							
Jim Spring	Lori Wilson	Elizabeth Patterson	Thom Bogue	Harry Price	Ronald Kott	Ron Rowlett (Chair)	Bob Sampayan (Vice Chair)
County of Solano	City of Suisun City	City of Benicia	City of Dixon	City of Fairfield	City of Rio Vista	City of Vacaville	City of Vallejo
<u>STA BOARD ALTERNATES</u>							
Erin Hannigan	Mike Segala	Lionel Largaespada	Steve Bird	Chuck Timm	Hope Cohn	Raymond Beaty	Robert McConnell

- 2. CONFIRM QUORUM/ STATEMENT OF CONFLICT** Chair Rowlett
 An official who has a conflict must, prior to consideration of the decision; (1) publicly identify in detail the financial interest that causes the conflict; (2) recuse himself/herself from discussing and voting on the matter; (3) leave the room until after the decision has been made. Cal. Gov't Code § 87200.
- 3. APPROVAL OF AGENDA**
- 4. OPPORTUNITY FOR PUBLIC COMMENT**
 (6:10 – 6:15 p.m.)
- 5. EXECUTIVE DIRECTOR'S REPORT** Daryl Halls
 (6:15 – 6:20 p.m.)
Pg. 7
- 6. REPORT FROM THE METROPOLITAN TRANSPORTATION COMMISSION (MTC)** MTC Commissioner
Jim Spering
 (6:20 – 6:25 p.m.)
- 7. STA PRESENTATIONS**
 (6:25 – 6:40 p.m.)
- A. Presentation on STA Draft Overall Work Plan** Daryl Halls
 - B. Proposed STA Board – June Workshop: Future of Transit in Solano County – Post CoVID 19 Pandemic** Jim Spering/
Daryl Halls
 - C. Directors Reports:**
 - 1. Projects** Janet Adams
 - 2. Planning** Robert Guerrero
 - 3. Programs** Ron Grassi/Lloyd Nadal
- 8. CONSENT CALENDAR**
Recommendation:
 Approve the following consent items in one motion.
 (Note: Items under consent calendar may be removed for separate discussion.)
 (6:40 – 6:45 p.m.)
- A. Meeting Minutes of the STA Board Meeting of April 8, 2020** Johanna Masiclat
Recommendation:
 Approve the Minutes of the STA Board Meeting of April 8, 2020.
Pg. 13
 - B. Draft Minutes of the STA TAC Meeting of April 29, 2020** Johanna Masiclat
Recommendation:
 Approve the Draft Minutes of the STA TAC Meeting of April 29, 2020.
Pg. 21
 - C. Marin Clean Energy's Agreement for the California Electric Vehicle Infrastructure Project (CALeVIP) Application** Triana Crighton
Recommendation:
 Authorize the Executive Director to sign the conditional MOU with Marin Clean Energy for the purpose of proceeding with the CALeVIP funding application.
Pg. 27

- D. Cordelia Hills Sky Valley Federal Earmark Repurposing** Erika McLitus
Recommendation:
 Authorize the Executive Director to :
1. Enter into a funding agreement with Solano County and the Solano Land Trust to exchange \$428,000 in federal HPP funds for \$428,000 local funds ; and
 2. Enter into an amended agreement with Solano County and the City of Vallejo to amend the fund sources for the SR 37/Fairgrounds Dr. Project and to provide \$428,000 in local funds for the repurposing of the Cordelia Hills Sky Valley federal earmark.
- Pg. 29**
- E. Funding Exchange Agreement for the Heart of Fairfield Utilization of Federal Surface Transportation Program Funding** Erika McLitus
Recommendation:
 Authorize the Executive Director to enter into a modified Funding Exchange Agreement with the City of Fairfield for the Heart of Fairfield reflecting the terms specified in Attachment A.
- Pg. 31**
- F. Solano Comprehensive Transportation Plan (CTP): Solano Active Transportation Plan (ATP)** Anthony Adams
Recommendation:
 Approve the Final Solano Active Transportation Plan: [Link](#)
- Pg. 39**
- G. Advance FY 2020-21 STAF Funds for Solano Express Bus Repayment and Reconciliation of funding for FY 2018-19** Ron Grassi
Recommendation:
Approve the following:
1. SolTrans to claim \$1.2 million of STAF population funds for bus repayment originally scheduled for FY 2020-21; and
 2. FAST to claim \$397,530 of STAF population funds owed as part of the Solano Express FY 2018-19 Reconciliation.
- Pg. 41**
- H. Plan Bay Area Regional Transportation Fund Request Letter** Robert Guerrero
Recommendation:
 Approve a letter requesting regional transportation funds for projects identified in this staff report.
- Pg. 45**
- 9. ACTION FINANCIAL ITEMS**
- A. 2020 Surface Transportation Improvement Program (STIP) Programming Amendment** Janet Adams
Recommendation:
 Reprogram \$16.7M in future STIP funds from Solano I-80 Managed Lanes to I-80/I-680/SR12 Interchange Phase 2 of the 2020 STIP for Solano County.
 (6:45 – 6:50 p.m.)
- Pg. 49**

B. Solano Suburban Housing Incentive Pool (SubHIP)/Fairfield Affordable Housing Project

Robert Guerrero/
Paul Kaushal

Recommendation:

Approve the following:

1. \$2.1 million from the Suburban Housing Incentive Pool (SubHIP) program for the Fairfield Vacaville Train Station PDA Implementation project in support of Affordable Housing project; and
2. Authorize the STA Executive Director to enter into funding agreements with the City of Fairfield and MTC for \$2.1 million of SubHIP funds.

(6:50 – 6:55 p.m.)

Pg. 51

C. Fiscal Year (FY) 2020-21 Intercity Funding Agreement and FY 2018-19 Reconciliation

Mary Pryor

Recommendation:

Approve the following:

1. The SolanoExpress reconciliation for FY 2018-19 as specified in Attachments D (FAST) and E (SolTrans);
2. The FY 2020-21 SolanoExpress ITF Agreement Amounts per transit operator as specified in Attachment I; and
3. Authorize the Executive Director to request that MTC shift up to \$150,000 in RM-2 funds from the Green Express to the Blue Line for FY 2019-20 and FY 2020-21.

(6:55 – 7:00 p.m.)

Pg. 55

10. ACTION NON-FINANCIAL ITEMS

A. SolanoExpress Service Plan for Fiscal Year (FY) 2020-21

Daryl Halls and
Jim McElroy,
Project Manager

Recommendation:

Approve the Partial Service Restoration Plan criteria as described in Attachment B defined as follows:

1. Return to pre-pandemic span of service;
2. Generally target once per hour frequency within available resources; and
3. Retain core route network that includes the Blue, GX, Red and Yellow lines providing both connections outside of Solano County and one trip travel within Solano County to key destinations; to be implemented on or before the FY2020-21 fiscal year; and, direct the Executive Director to provide ongoing performance reporting and general updates on effectiveness.

(7:00 – 7:10 p.m.)

Pg. 79

- B. Legislative Update** Vincent Ma
Recommendation:
 SUPPORT Assembly Bill 2237 (AB 2237) - Bay Area County
 Transportation Authorities: contracting
 (7:10 – 7:15 p.m.)
Pg. 83
- C. Bay Area Regional Early Action Planning (REAP) Grants** Robert Guerrero and
Sean Quinn, Solano EDC
Recommendation:
 Authorize the STA Executive Director to submit the Regional Early
 Action Planning (REAP) Grants Proposal to ABAG as specified in
 Attachment A.
 (7:15 – 7:20 p.m.)
Pg. 97
- D. STA’s Overall Work Plan for FY 2020-21 and FY 2021-22** Daryl Halls
Recommendation:
 Approve the STA’s Overall Work Plan for FY 2020-21 and FY 2021-22
 as shown in Attachment A.
 (7:20 – 7:25 p.m.)
Pg. 101

11. INFORMATIONAL – NO DISCUSSION

- A. California Transportation Commission (CTC) Grant Deliverable and Schedule Changes due to COVID-19** Anthony Adams/
Erika McLitus
Pg. 143
- B. Active Transportation Program (ATP) Cycle 5 Priorities and Discussion** Erika McLitus
Pg. 147
- C. Project Delivery Update** Erika McLitus
Pg. 149
- D. STA Solano Napa Activity Based Model (SNABM) Update** Brent Rosenwald
Pg. 155
- E. Local Transportation Development Act (TDA) and Members Contributions for Fiscal Year (FY) 2020-21** Daryl Halls/
Susan Furtado
Pg. 157
- F. Summary of Funding Opportunities** Brent Rosenwald
Pg. 161
- G. 2020 STA Board and Advisory Committee Meeting Schedule** Johanna Masielat
Pg. 163

12. BOARD MEMBERS COMMENTS

13. ADJOURNMENT

The STA Board's next regularly scheduled meeting is at **6:00 p.m., Wednesday, June 10, 2020.**

STA Board Meeting Schedule for Calendar Year 2020

6:00 p.m., Wed., June 10th

6:00 p.m., Wed., July 8th

No Meeting in August (Board Summer Recess)

6:00 p.m., Wed., September 9th

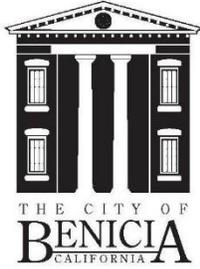
6:00 p.m., Wed., October 14th

No Meeting November

5:30 p.m., Wed., November 4, 2020 –

STA's 23rd Annual Awards Ceremony – City of Vacaville

6:00 p.m., Wed., December 9th



AGENDA ITEM
CITY COUNCIL MEETING DATE – JUNE 16, 2020
COUNCIL MEMBER COMMITTEE REPORT

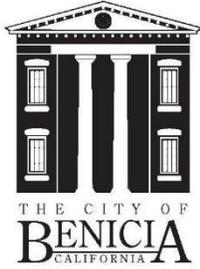
TO : Council Member Young
Council Member Largaespada

FROM : Public Works Director

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

The following information is provided for your committee report at the June 16, 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 – JUNE 16, 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 June 16, 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>.