BENICIA CITY COUNCIL
REGULAR MEETING AGENDA

City Council Chambers
September 06, 2011
7:00 PM

Times set forth for the agenda items are estimates.
Items may be heard before or after the times designated.

I. CALL TO ORDER (7:00 PM):

II. CLOSED SESSION:

III. CONVENE OPEN SESSION:

A. ROLL CALL.

B. PLEDGE OF ALLEGIANCE.

C. REFERENCE TO THE FUNDAMENTAL RIGHTS OF THE PUBLIC..

A plaque stating the fundamental rights of each member of the public is posted at the entrance to this meeting room per section 4.04.030 of the City of Benicia's Open Government Ordinance.

IV. ANNOUNCEMENTS/APPOINTMENTS/PRESENTATIONS/PROCLAMATIONS:

A. ANNOUNCEMENTS.

1. Announcement of action taken at Closed Session, if any.

2. Openings on Boards and Commissions:

Historic Preservation Review Commission: Two Full Terms to July 31, 2015 Open Until Filled

Soltrans Public Advisory Committee: Three Full Terms Open until Filled

Sky Valley Open Space Committee: One full term to January 31, 2015 Open until filled

Building Board of Appeals: Three full terms to January 31, 2015 Open until filled

Solano Transportation Authority Pedestrian Advisory Committee: One Full Term Open Until Filled

3. **Mayor's Office Hours:**
   Mayor Patterson will maintain an open office every Monday (except holidays) in the Mayor's Office of City Hall from 6:00 p.m. to 7:00 p.m. No appointment is necessary. Other meeting times may be scheduled through the City Hall office at 746-4200.

4. **Benicia Arsenal Update: Verbal Report**

B. APPOINTMENTS.

1. **Appointment of Heidi Wing as the Youth Commissioner to the Parks, Recreation and Cemetery Commission**

C. PRESENTATIONS.

1. **Vivek Narayanan - Product Associate for Electric & Natural Gas Vehicles, Customer Energy Solutions at Pacific Gas and Electric Co**

D. PROCLAMATIONS.

1. **In Recognition of Families in Transition (FIT) 20th Anniversary**

2. **In Recognition of Literacy Awareness Day - September 8, 2011**

V. ADOPTION OF AGENDA:

VI. OPPORTUNITY FOR PUBLIC COMMENT:

This portion of the meeting is reserved for persons wishing to address the Council on any matter not on the agenda that is within the subject matter jurisdiction of the City Council. State law prohibits the City Council from responding to or acting upon matters not listed on the agenda. Each speaker has a maximum of five minutes for public comment. If others have already expressed your position, you may simply indicate that you agree with a previous speaker. If appropriate, a spokesperson

may present the views of your entire group. Speakers may not make personal attacks on council members, staff or members of the public, or make comments which are slanderous or which may invade an individual's personal privacy.

A. WRITTEN COMMENT.

B. PUBLIC COMMENT.

VII. CONSENT CALENDAR (7:40 PM):

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.

A. Approval of Minutes for the Special and Regular meeting of August 16, 2011 and the Special Meeting of August 23, 2011. (City Clerk).

B. PURCHASE OF CRUSHED AGGREGATE ROCK FOR FISCAL YEAR 2011-2012. (Public Works and Community Development Director)
This action authorizes the purchase of crushed aggregate rock for repair and maintenance of City streets and utility pipelines. Sufficient funds are available in Account Nos. 090-8215-8809 (Street Repairs) and 090-8215-9856 (Service Line Replacement) to cover this purchase.

Recommendation: Adopt a resolution authorizing the purchase of crushed aggregate rock for Fiscal Year 2011-2012 from Syar Industries Inc. of Vallejo, California, for a not-to-exceed cost of $25,000.

C. APPROVAL OF AMENDMENTS TO AGREEMENTS FOR ONE-YEAR EXTENSIONS FOR STREETLIGHT AND TRAFFIC SIGNAL MAINTENANCE AND REPAIR SERVICES. (Public Works and Community Development Director)
This action approves a one-year extension to the streetlight maintenance and repair agreement and traffic signal maintenance and repair agreement with Republic Intelligent Transportation Services, Inc. Sufficient funds are available in the Gas Tax Contract Services account to cover the costs as per the adopted City Budget.

Recommendation: Adopt the resolutions:
1) Approving an Amendment to Agreement to extend the term for a one-year period for Street Lighting Maintenance and Repair with Republic Intelligent Transportation Services, Inc., of Novato, in the amount of $81,616, and authorizing the City Manager to sign the Amendment on behalf of the City.

2) Approving an Amendment to Agreement to extend the term for a one-year period for Traffic Control Device Maintenance and Repair with Republic Intelligent Transportation Services, Inc., of Novato, in the amount of $54,445, and authorizing the City Manager to sign the Amendment on behalf of the City.

D. FISCAL YEAR 2010-11 ANNUAL ACCOUNTING OF VALERO/GOOD NEIGHBOR STEERING COMMITTEE SETTLEMENT AGREEMENT FUND EXPENDITURES. (Public Works and Community Development Director)

Section 6 of the 2010 Valero/Good Neighbor Steering Committee (GNSC) Amendment to the 2008 VIP Agreement (together, Agreement) calls for delivery to Valero, GNSC and the Community Sustainability Commission (CSC) of an annual tally of expenditures for the prior fiscal year. That section of the Agreement also calls for reporting those expenditures at a regular City Council meeting within 60 days. This is an informational item only. All fund expenditures are separately brought to the Council for action.

Recommendation: Receive information in the form of the FY 2010-11 Valero/Good Neighbor Steering Committee Settlement Agreement Fund annual acounting.

E. PURCHASE OF CUBICLES FOR LIBRARY STAFF WORKROOM SAFETY RENOVATION PROJECT. (Library Director)

To provide a safer work environment, the Library Director is requesting funds from the basement renovation be used to purchase new cubicles in the staff workroom on the upper floor. These will be relocated onto the lower floor when the basement completion project moves forward. The plan for the 8,000 square feet of unfinished basement sprace includes a working area for staff with additional room for equipment, materials, and safer workstations. The purchase and installation of new workstations will provide safer work conditions for staff until sufficient funding for the basement project is available.

Recommendation: Approve use of library fund balances set aside in the Library Basement Project for a staff workroom renovation project.

F. ADOPT THE ORDINANCE TO CHANGE THE STIPEND AND BENEFITS OF THE CITY TREASURER. (City Attorney)

Last October the City Council appointed Teri Davena to fill the vacancy created by the passing of Treasurer Teddie Bidou. Ms. Davena declined the stipend and benefits. Since that time the City Council has considered whether the treasurer position should be elected or appointed and what the compensation for the postion should be. After review by the Finance Committee to discuss

possible duties the treasurer should have, the Council decided to have the position compensated through the reimbursement of expenses. The ordinance to codify the duties and the compensation for the position was introduced at the August 16, 2011 meeting. Since the position is remaining elected, two qualified candidates are running for the treasurer position.

Recommendation: Adopt the ordinance to clarify the duties of the treasurer, eliminate the stipend and benefits, and replace with reimbursement of expenses.

G. APPROVAL OF AMENDMENT NO. 1 TO THE JOINT USE OF FACILITIES AGREEMENT FOR BENICIA MIDDLE SCHOOL. (Economic Development Manager)

The proposed amendment modifies the Joint Use Agreement for Benicia Middle School by adjusting the revenue share for one of the cellular tower sub-lease agreements (Crown Castle). The modification adjusts the former 50/50 revenue share to 75% to the City and 25% to the Benicia Unified School District. The purpose of this amendment is to provide the City additional revenue to allow the City to continue to maintain the turf play fields at BMS. To make this possible, City staff renegotiated the sub-lease agreement with Crown Castle. The amended agreement with Crown Castle more than doubled the monthly rent from $847 to $1,900.

Recommendation: Approve, by motion, the proposed Amendment No. 1 to the Joint Use of Facilities Agreement for Benicia Middle School (BMS).

H. LOCAL VENDOR PREFERENCE POLICY - CONTRACTS FOR PROFESSIONAL SERVICES. (Economic Development Manager)

The proposed resolution approves a policy directing City staff, when procuring professional service contracts, to give special consideration to local vendors. The proposed policy does not provide a financial incentive to local vendors, as contracts for professional services are not always based on cost.

Recommendation: Adopt the proposed resolution approving a local preference policy for the procurement of contracts for professional services.

I. Approval to waive the reading of all ordinances introduced and adopted pursuant to this agenda..

VIII. <u>BUSINESS ITEMS (8:00 PM):</u>

A. STATE PARK CLOSURES: DISCUSSION OF STAFF ASSESSMENT OF THE BENICIA STATE PARKS AND CONCEPTUAL BUSINESS TERMS FOR OPERATING AGREEMENT(S) WITH THE STATE OF CALIFORNIA. (Economic Development Manager)

The State of California, in the adoption of the State budget, has reduced funding to the State Parks system, resulting in the pending closure of 70 State Parks, including both State Parks located in Benicia. City staff and community groups have been working for months to assess and develop a plan to keep the parks open. Due to the unique and sadly historic nature of developing a process to close State Parks, there is a great deal of uncertainty as to what closure will look like and how it will come to pass. To address some of that uncertainty, Staff recommends negotiating three separate agreements with the State of California; one agreement between the City and State for the City to keep accessible the State Recreation Area (SRA), a second agreement between the City and State for the City to maintain the Benicia State Capitol grounds and restroom, and a third agreement between the Benicia State Parks Association and the State to operate the Benicia State Capitol and the Fischer-Hanlon House.

Recommendation: Provide direction to staff on recommended terms to negotiate with the State of California to keep the Benicia State Recreation Area and Benicia Capitol State Historic Park open and accessible to the public.

B. UNILATERAL IMPLEMENTATION OF CHANGES IN WAGES, HOURS AND TERMS AND CONDITIONS OF EMPLOYMENT FOR EMPLOYEES IN THE BENICIA PUBLIC SERVICES EMPLOYEES ASSOCIATION. (City Manager)

Not unlike most jurisdictions in California, the City of Benicia has identified a structural deficit due to the unprecedented downturn of the economy. The deficit is anticipated to continue for the next 10 years, with a projected shortfall of approximately $1.7 million for 2011-12. The City negotiated salary and benefit reductions with all other bargaining units in FY 2010 – 2011, as every contract except for BPSEA expired on June 30, 2010. BPSEA's contract with the City expired on June 30, 2011. The salary and benefit reductions for BPSEA recommended in this City Council agenda item are consistent with the Council's direction to staff related to successor contract and concession negotiations with all other employee organizations during these difficult fiscal times. This action will assist the City's efforts to make ongoing reductions in order to address the City's structural deficit.

RECOMMENDATION: Adopt the resolution implementing changes in wages, hours and terms and conditions of employment for employees in the Benicia Public Services Employees Association (BPSEA) and authorize the City Manager to take the necessary actions appropriate to effectuate the purpose and intent of this action.

C. TERMINATION OF THE CITY'S INTERESTS IN EASEMENTS ACROSS 270 WEST H STREET PURSUANT TO A MEDIATED SETTLEMENT AGREEMENT. (City Attorney)

This action will allow the property owner of 270 West H Street to purchase obsolete historic access easements along West G Street located on their property approximately 25 feet north of the southerly property boundary. Consistent with the Benicia Municipal Code, staff recommends Commission approval of a General Plan Conformance to vacate 1,125 square feet of existing right of way easements along West G Street, which is necessary to allow the right of way vacation.

Recommendation: Approve a General Plan Conformance to vacate the portion of the right of way easements along the south side of the property at 270 West "H" Street consistent with the goals, objectives and policies of the General Plan and based on the findings set forth in the attached resolution.

D. BIANNUAL PAVEMENT CONDITION UPDATE REPORT. (Public Works and Community Development Director)

Benicia streets were recently evaluated using grant funding from the Metropolitan Transportation Commission. It was determined that the average Pavement Condition Index (PCI) for Benicia was 62, which is in the "Fair" category rating.

Recommendation: The City Council receive a report on the condition of Benicia's streets from Margot Yapp of Nichols Consulting Engineers, which recently updated the City's pavement management program.

E. LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE RESOLUTIONS. (City Manager)

The League of California Cities will hold its Annual Conference, September 21-23, 2011 in San Francisco. Each year resolutions that focus on municipal issues of statewide importance are considered. This year there are six resolutions being considered by the League.

Recommendation: Consider the resolutions, determine a city position and instruct the voting delegates, by motion, for their representation at the League's 2011 Annual Conference.

F. Request to agendize the violation of Chapter 1.40, Benicia Disclosure of Contributions and Expenditures in Candidate and Ballot Measure Elections.

Recommendation: Consider Council Member Campbell's request to agendize this topic for future City Council meeting..

IX. <u>ADJOURNMENT (10:30 PM):</u>

Public Participation

The Benicia City Council welcomes 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 Anne Cardwell, the ADA Coordinator, at (707) 746-4211. 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 Clerks Office.

RESOLUTION NO. 11-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA CONFIRMING THE MAYOR'S APPOINTMENT OF HEIDI WING AS THE YOUTH COMMISSIONER TO THE PARKS, RECREATION AND CEMETERY COMMISSION

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Benicia that the appointment of Heidi Wing as the Youth Commissioner to the Parks, Recreation and Cemetery Commission for a one-year term by Mayor Patterson is hereby confirmed.

*****

The above Resolution was approved by roll call by the City Council of the City of Benicia at a regular meeting of said Council held on the 6th day of September 2011 and adopted by the following vote:

Ayes:

Noes:

Absent:

_____
Elizabeth Patterson, Mayor

Attest:

_____
Lisa Wolfe, City Clerk

IV.B.1.2

Parks and Community Services
MEMORANDUM

DATE: August 15, 2011

TO: Brad Kilger
City Manager

FROM: Michael Dotson
Director of Parks and Community Services

SUBJECT: **APPROVAL OF HEIDI WING TO SERVE AS THE YOUTH COMMISSIONER TO THE PARKS, RECREATION AND CEMETERY COMMISSION**

Per the Youth Commission By Laws, the Youth Commission shall elect from its membership a Chairperson to serve for a one (1) year term and recommend to the Mayor the appointment of the Chairperson to serve as a voting member on the Parks, Recreation & Cemetery Commission. In May 2011 the Youth Commission elected Heidi Wing chairperson for the 2011/12 Youth Commission term. Provided below is a bio on Heidi Wing.

Heidi will begin her senior year at Benicia High School (BHS) this fall and is looking forward to the challenges of AP classes as well as managing her busy extracurricular schedule. Last year, Heidi was elected into the BHS Leadership class as Senior Class Secretary, an officer in the Interact Club, and an Area Representative on the District Council for Interact 5160 (Northern California's Interact Clubs).

Heidi started getting involved in the Benicia community when she was in middle school. She has volunteered at Robert Semple's Harvest Festival, Benicia Middle School's registration for the last four years, and helped everyday at the Elementary Summer School three years ago. Heidi was also a member of National Junior Honor Society at Benicia Middle School and awarded the Mary Harding Citizenship Award in eighth grade.

Benicia Youth Commission (BYC) was perfect for Heidi and her love of community involvement. During her first year with BYC she volunteered at Clock Tower dances, Summer Carnival, and served on various committees. If approved as Commission Chair, Heidi's primary goal is to continue to have at least one project/event a month. She would also like to get BYC involved in the Benicia Water Project, and help raise money to build a water well in Uganda.

Please ask the Mayor to consider this nomination for the Council meeting scheduled for September 6, 2011.

IV.B.1.4

PEVs and their impact on the grid

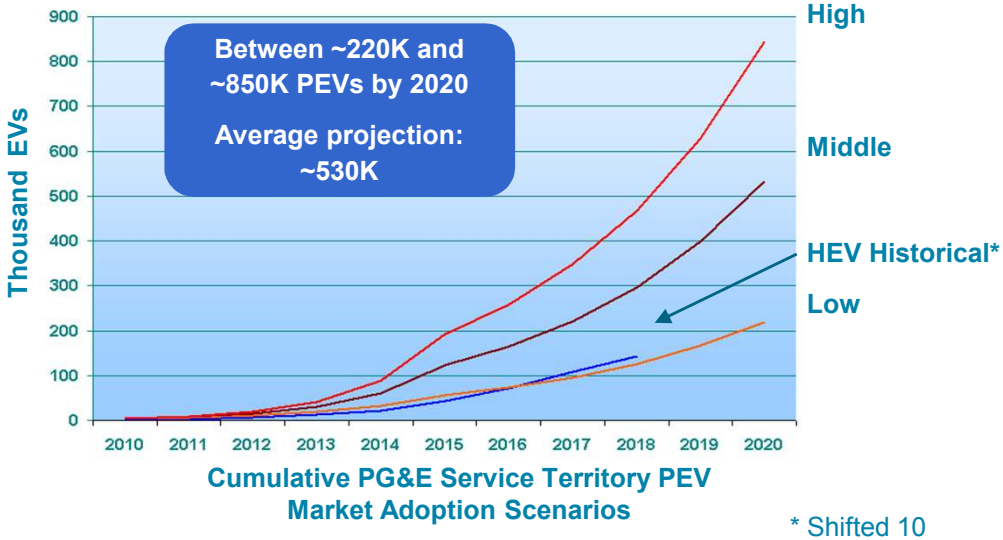
City of Benicia

Vivek Narayanan
vnn2@pge.com
Electric & Natural Gas Vehicles
Customer Energy Solutions, PG&E
September 6, 2011

California is one of the first markets for PEVs

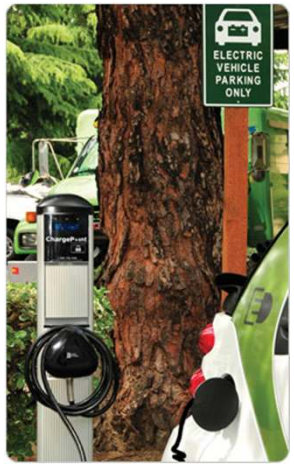
Word's First Nissan LEAF

Projected PEV adoption in PG&E's service territory



* Shifted 10 years forward

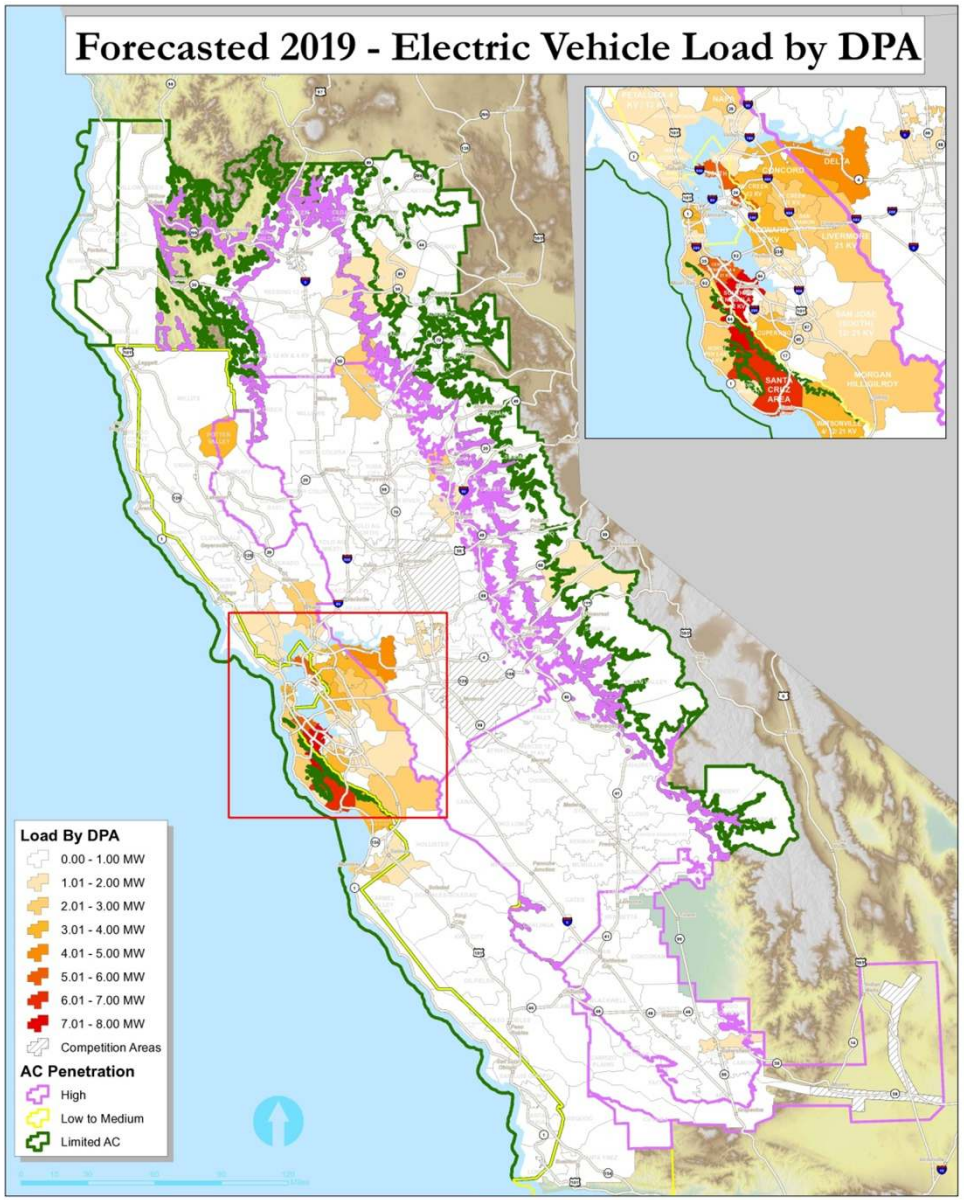
Public Charger Programs

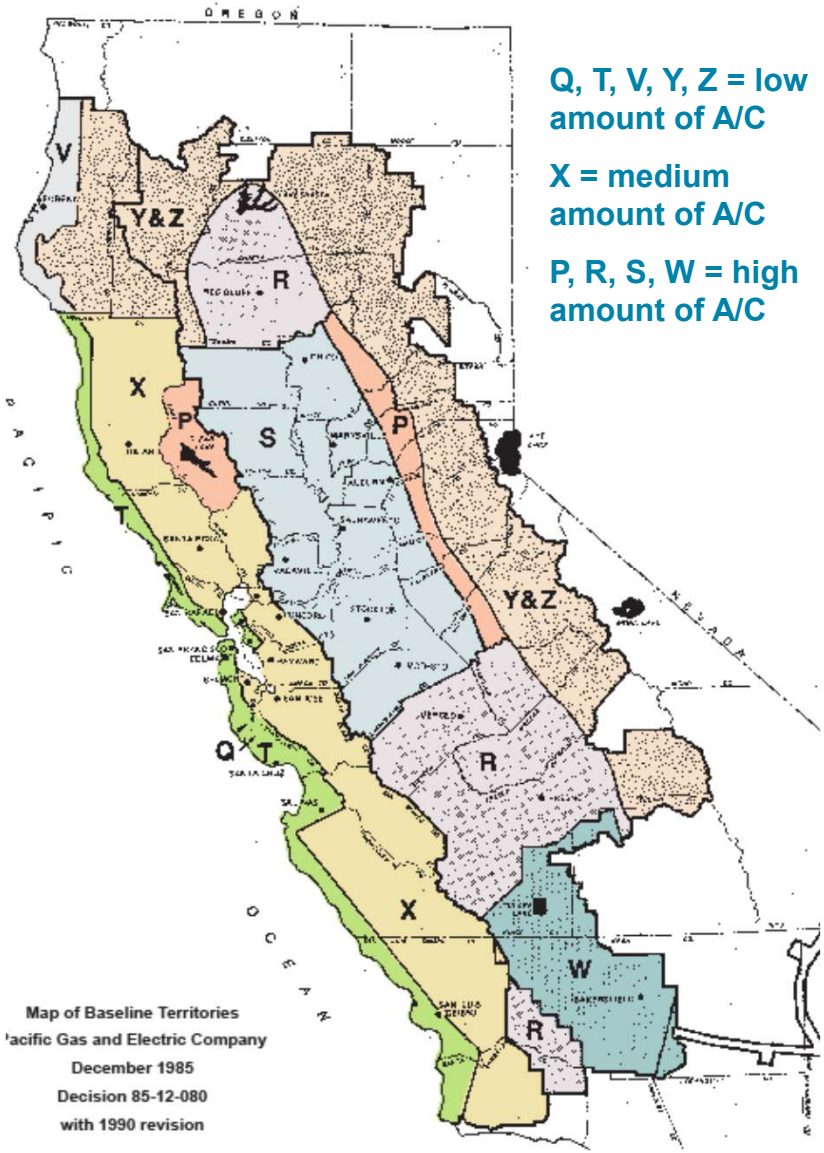


Year to date adoption in PG&E's service territory

	TIAX Forecast (PG&E) – 2011	Demand (PG&E) 2011 YTD	Delivered (PG&E) 2011 YTD
Nissan Leaf	NA	1934	935
Chevrolet Volt	NA	NA	250-300
Total	4000	2157	1158

PEV density differs by location





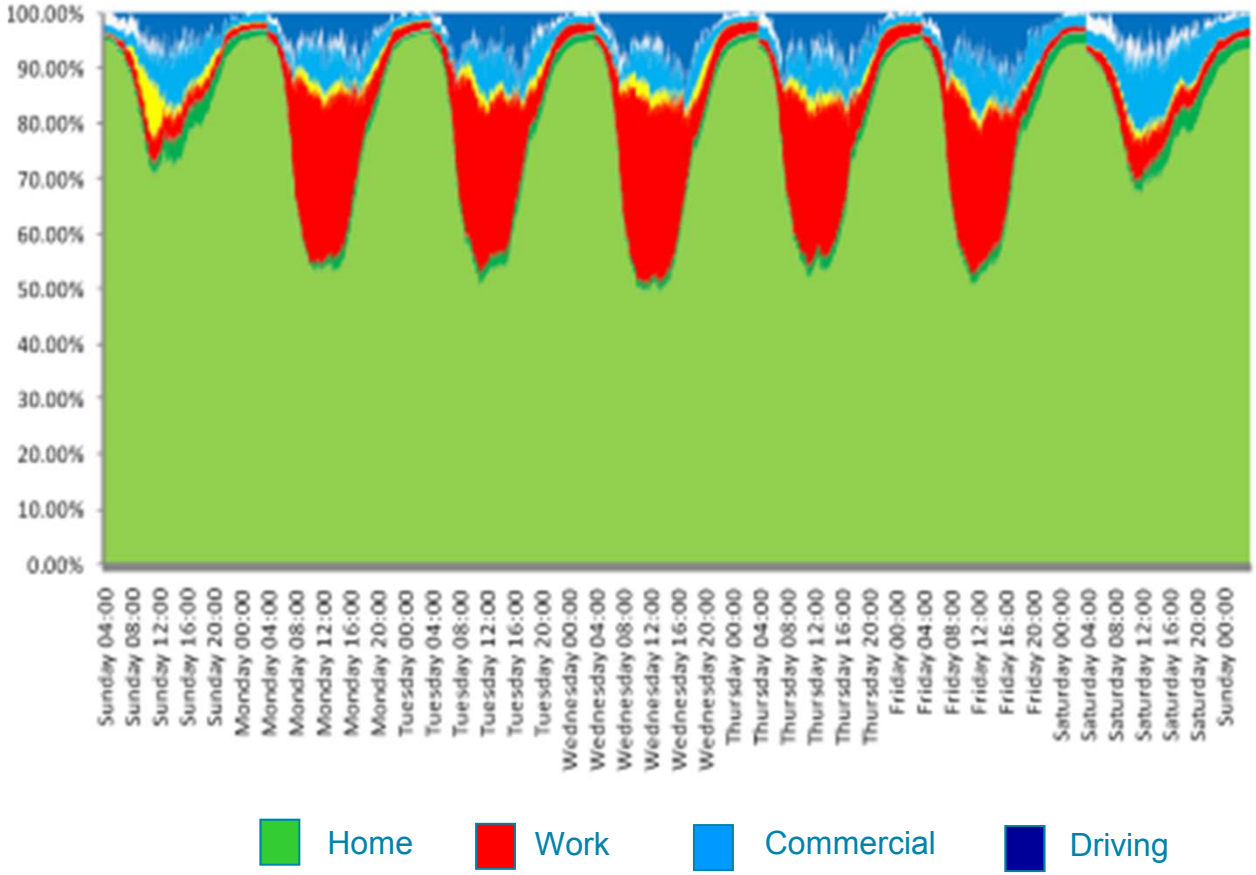
Q, T, V, Y, Z = low amount of A/C

X = medium amount of A/C

P, R, S, W = high amount of A/C

PG&E's Priority is Residential Charging

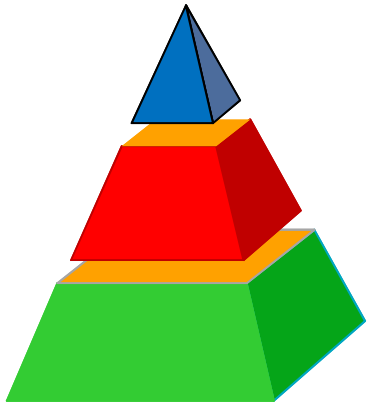
Fleet Distribution During Week



5% public charging

10 – 15% of charging to occur at work

80 – 85% of charging to occur at home



Source: Tate and Savagian (GM) SAE 2009-01-1311

Load Comparison to Common Appliances

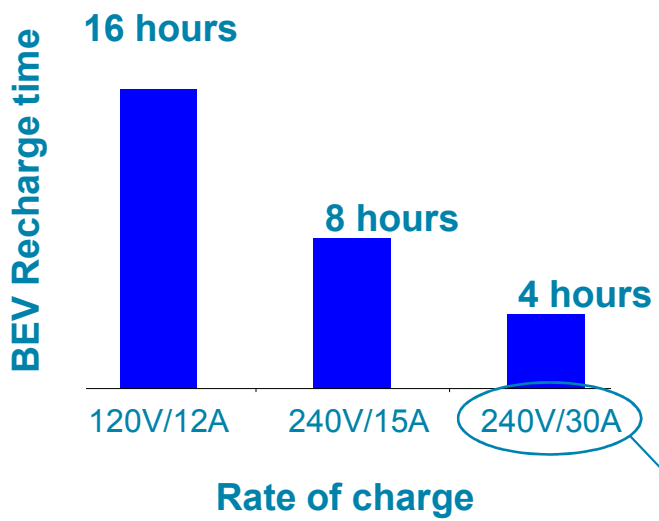
Using AC Level 2 Chargers…

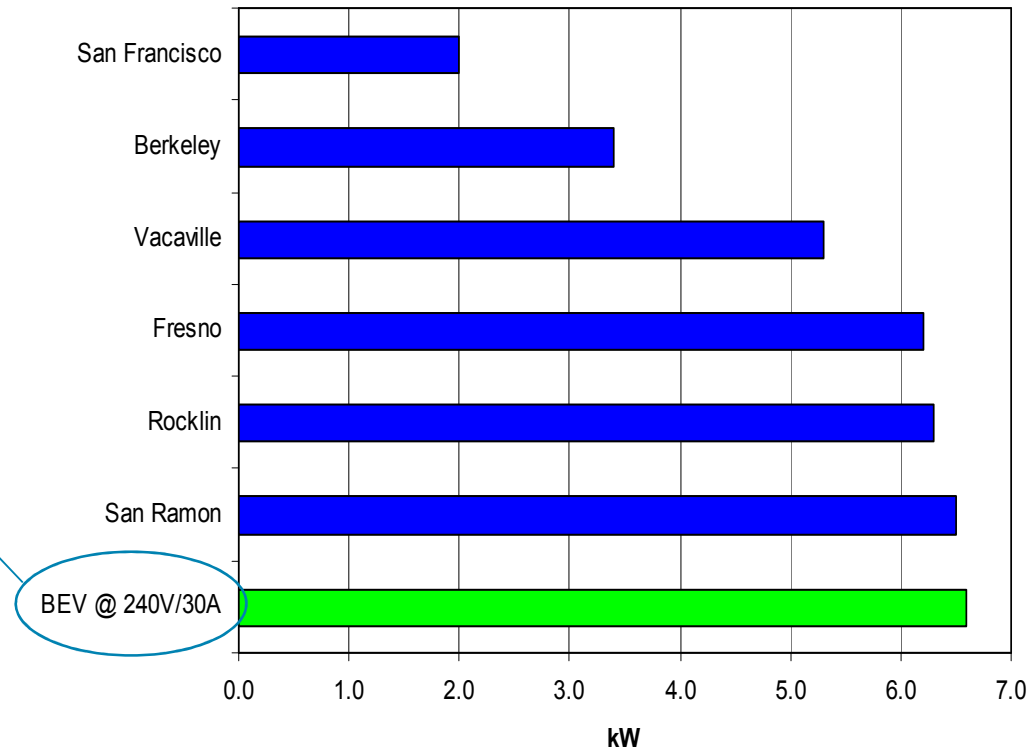
	Appliances*	(3.3kW On-Board)	(6.6kW On-Board)
	Central AC (3.5kW)	0.9 Air Conditioners	1.9 Air Conditioners
	Clothes Dryer (4.3kW)	0.8 Dryers	1.5 Dryers
	HD 50” TV (0.4kW)	8.3 TV’s	16.5 TV’s
	Refrigerator (0.73kW)	4.6 Fridges	9.1 Fridges
	Hair Dryer (1.5kW)	2.1 Hair Dryers	4.3 Hair Dryers

** Avg Appliance Load Source: US DOE, Energy Savers Feb 2011 (www. eia.doe.gov/cneaf/electricity/esr/table5.xls)*

PEV charging creates a significant increase in load

Customers will prefer a 240V charge to shorten recharge times → **PEV charging is a large load for PG&E customers, comparable to average peak summer load of a single home**





TOU Rates act as tools for managing customer's load

Existing Rate
Customers can continue to stay on their existing rate (E-1, E-6, E-7)

A whole house rate option.
Serves an entire house load and electric vehicle through a single meter.

Utilizes a second meter and dedicated breaker that serves only the electric vehicle load.
Maintains the existing rate schedule for the house load while providing a separate meter for charging a PEV.

EVSE Installation Process

1 **Auto manufacturer:** Provides customer an understanding of setup required to charge a PEV

2 **Customer:** Contacts PG&E to notify purchase of PEV and evaluate various rate options

3 **PG&E:** Service Planning verifies adequacy of local distribution infrastructure

4 **Electrician:** Confirms customer has contacted PG&E. Performs assessment of panel and wiring and provides quotes to the customer

5 **Customer:** Calls PG&E to request a rate change. Requests electrician to install wiring, EVSE and panel upgrade (if applicable)

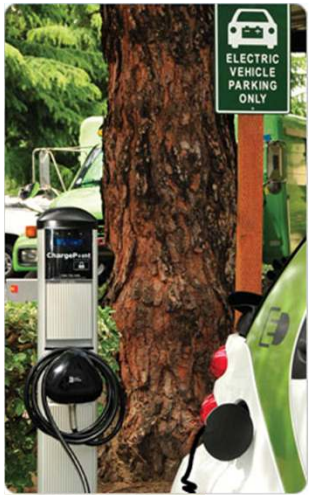
6 **PG&E:** Temporarily disconnects service to the residence if customer is performing a panel upgrade

7 **Electrician:** Obtains city permits for installation at customer's residence. Completes electrical work and arranges for city inspection to verify the completed installation

8 **PG&E:** Receives city inspection approval in case of panel upgrade and reconnects service to the customer's residence. Completes meter work and updates billing information

9 **Customer:** All systems are in place! Begins charging their Plug-In Electric Vehicle

Working with Cities, Counties, and Municipalities towards PEV Readiness



Topics

Streamline permitting process.

Address concerns with the 2nd meter.

Public charging.

Public Charging

Benefits

Simple and convenient solution has potential to strengthen range confidence; address psychological "barrier".

Planned in coordination with home and work place charging solutions in region.

Potential to increase traffic for some retail locations.

State and National public charging grants available.

Challenges

Where, what types, and how many to install?

Who pays for installation?

Who owns and maintains equipment?

Coordination with other public charging services

Should users pay?

How much should users pay?

How to handle payments?

There is a wide range of Charger types and Charging Service business models.

Short-Term: Getting to Plug-in Ready

It is imperative to operationalize a safe, efficient, consistent, and Scalable process that benefits PEV customers

Internal Process Alignment

- Service Planning
- Call Center Operations
- Metering & Billing
- Marketing
- Solar Customers
- Commercial Accounts

External Stakeholder Alignment

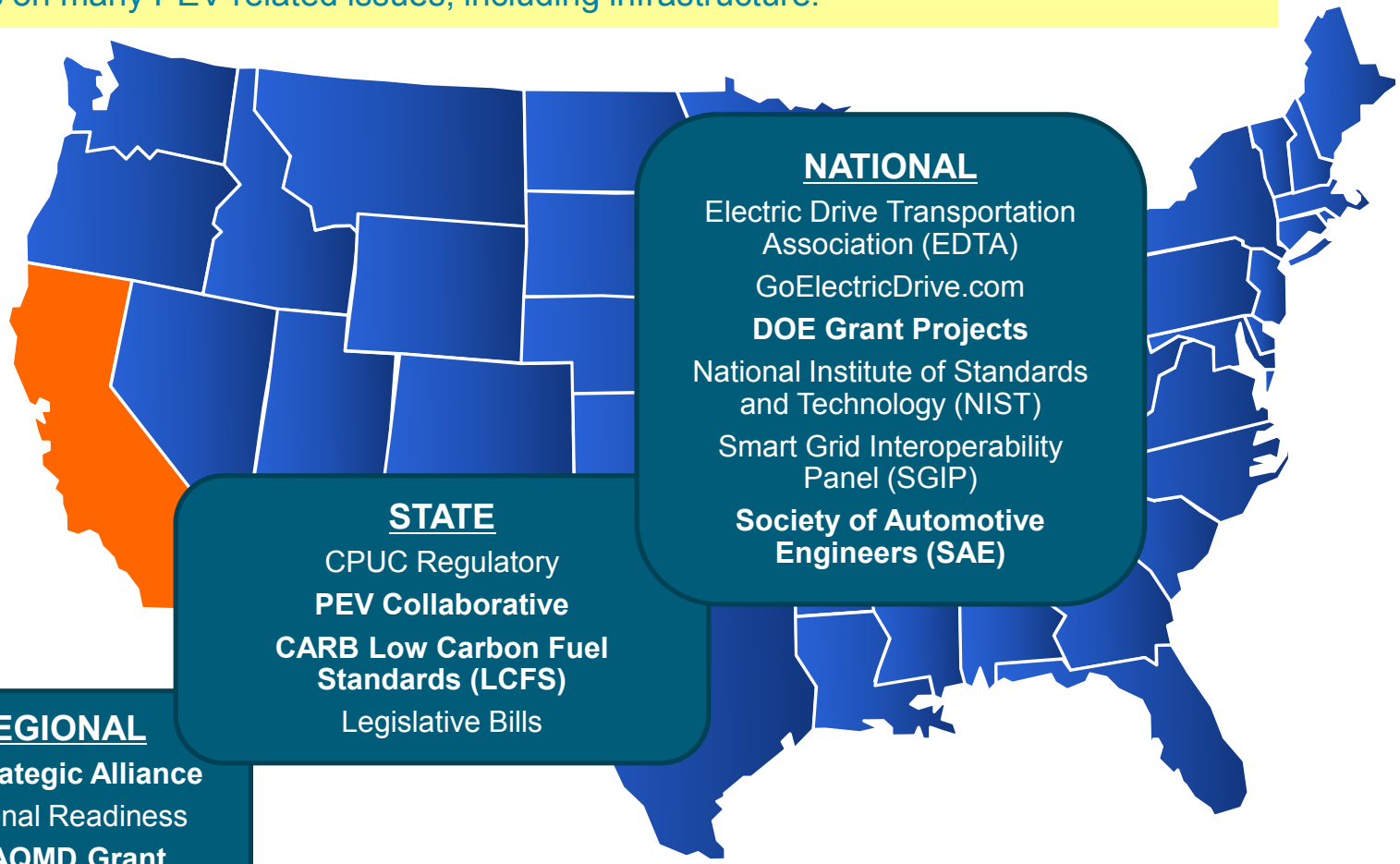
- Cities and Counties
- League of Cities
- PEV Coalition Groups
- Environmental Groups
- Regulators
- Media and Non-Profits

Technology Readiness

- Standards
  - SAE J1772
  - SAE J2836, 2847
  - NIST SE2.0
- Public DC Fast Charger
- Collaboration with OEM
- Installation of public chargers

Industry Leadership

- PG&E has been actively involved with PEVs since the mid-1990s.
- We are working closely with automakers, technology companies, PEV-user groups, standards groups, environmental groups, and cities, counties, and state and national utilities on many PEV-related issues, including infrastructure.



NATIONAL

Electric Drive Transportation Association (EDTA)

GoElectricDrive.com

DOE Grant Projects

National Institute of Standards and Technology (NIST)

Smart Grid Interoperability Panel (SGIP)

Society of Automotive Engineers (SAE)

STATE

CPUC Regulatory

PEV Collaborative

CARB Low Carbon Fuel Standards (LCFS)

Legislative Bills

REGIONAL

EV Strategic Alliance

Regional Readiness

BAAQMD Grant

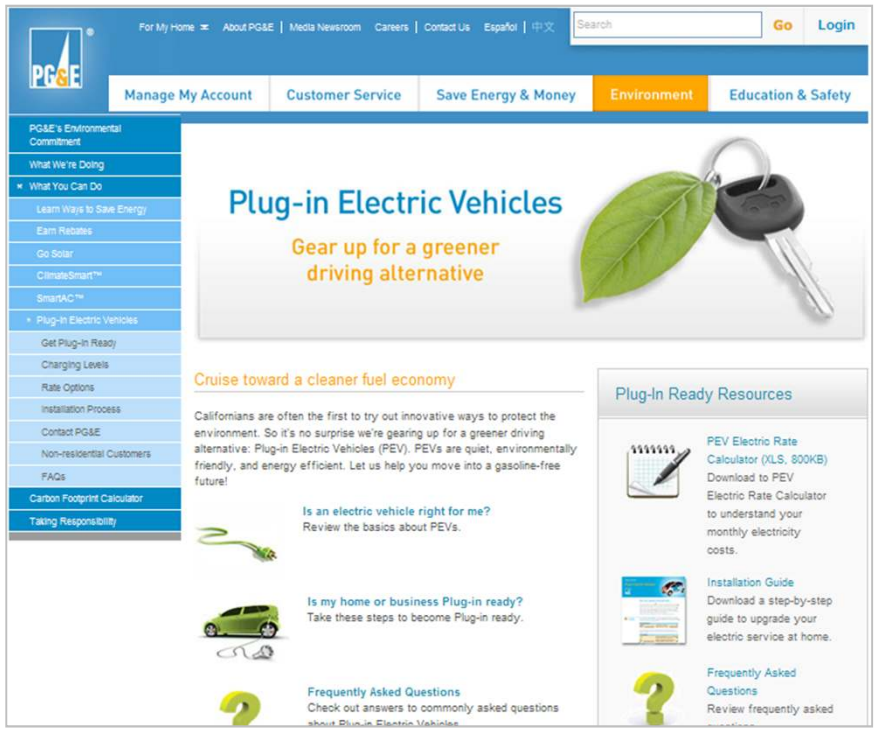
Customer Outreach and Education

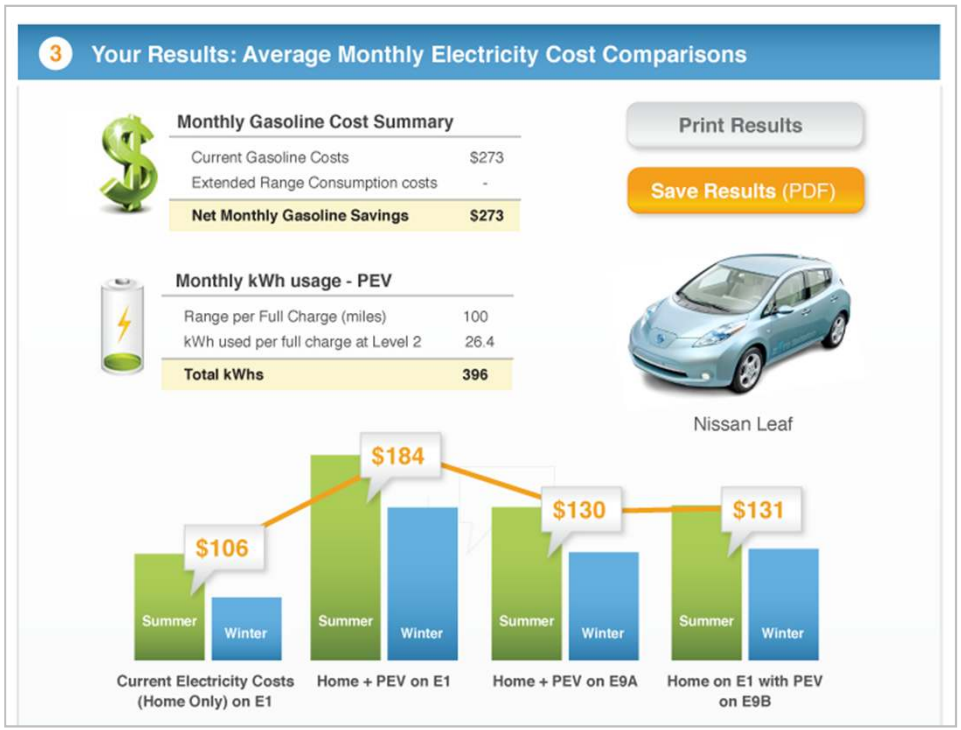
Inform PEV customers about the benefits of Time-of-Use EV Residential Rates.

Provide tools and resources to help understand impact to monthly electric bills.

Dealers, electricians, and city inspectors trainings.

Cities, counties, and municipal outreaches.





www.pge.com/electricvehicles/

www.pge.com/pevcalculator/

PROCLAMATION

IN RECOGNITION OF

FAMILIES IN TRANSITION

20 YEARS OF SERVICE TO BENICIA

WHEREAS, On June 6th, *Families in Transition (FIT)*, the Benicia charity that helps local citizens with overdue rent and/or utilities, celebrated their twenty years of service to Benicia; and

WHEREAS, *Families in Transition* actually started in 1989 at the instigation of Sally Gibbs, a charter board member; and

WHEREAS, While speaking of *FIT*'s beginnings, Ms Gibbs said she hatched the idea for the charity after hearing a speaker from Habitat for Humanity say, "If you want to help people, start with your own backyard"; and

WHEREAS, With funding from local churches and soon also from the City of Benicia itself, FIT was signed into official existence on June 7, 1991, after it obtained 501C3 status from the state of California; and

WHEREAS, FIT offers one-time help to Benicians facing unexpected financial difficulties; and

WHEREAS, Over its years here, FIT has assisted over 800 Benicia families with either back rent, overdue utilities or both. The organization is very proud of the fact that 100% of all money they receive goes to help the families in need; and

WHEREAS, All Board members are volunteers and themselves donate the administrative expenses.

NOW, THEREFORE, BE IT RESOLVED THAT I, Elizabeth Patterson, Mayor, on behalf of the City Council of City of Benicia, do hereby commend Families in Transition for the services they provide to Benicians in need.

_____

Elizabeth Patterson, Mayor
September 6, 2011

IV.D.1.2

SERVING AND ENHANCING OUR COMMUNITY WITH CARE, COMMITMENT AND PRIDE

THE CITY OF BENICIA CALIFORNIA

PROCLAMATION

IN RECOGNITION OF

"Literacy Awareness Day"
September 8, 2011

WHEREAS, our community's greatest resource is its people; and

WHEREAS, the growth and stability of our community are significantly affected by the ability of its citizens to read and write; and

WHEREAS, literacy is at the heart of basic education for everyone, empowering individuals to recognize the importance of participation, citizenship and social development; and

WHEREAS, literacy skills are essential in today's societies, strengthening the capabilities of individuals, families and communities; and

WHEREAS, it is in the best interests of our society to help increase the literacy levels of all its members; and

WHEREAS, the Benicia Public Library's Adult Literacy & English As a Second Language (ESL) Program trains volunteers to provide literacy instruction to participating adults and to help adult literacy learners read to their children and grandchildren, thus helping to build "a community of readers"; and

WHEREAS, International Literacy Day is observed worldwide on September 8 and in Benicia will be celebrated with information throughout the month at the Benicia Public Library.

NOW, THEREFORE, BE IT RESOLVED THAT I, Elizabeth Patterson, Mayor, on behalf of the City of Benicia, do hereby proclaim September 8, 2011 as Literacy Awareness Day. I commend the efforts of the hundreds of volunteers, tutors and adult learners who have worked through the Library's Adult Literacy & ESL Program in the past 24 years. I urge all citizens to support the goals of the Library's literacy program to make Benicia a more literate community.

CITY OF BENICIA CALIFORNIA

_____
Elizabeth Patterson, Mayor
September 6, 2011

IV.D.2.2

MINUTES OF THE
SPECIAL MEETING – CITY COUNCIL
August 16, 2011

City Council Chambers, City Hall, 250 East L Street, complete proceedings of which are recorded on tape.

I. CALL TO ORDER:

Mayor Patterson called the meeting to order at 6:00 p.m.

II. CONVENE OPEN SESSION:

A. ROLL CALL

Council Member Ioakimedes was absent.

B. PLEDGE OF ALLEGIANCE

C. REFERENCE TO THE FUNDAMENTAL RIGHTS OF THE PUBLIC:

III. OPPORTUNITY FOR PUBLIC COMMENT:

A. WRITTEN COMMENT

B. PUBLIC COMMENT

None

IV. CLOSED SESSION:

A. CONFERENCE WITH REAL PROPERTY NEGOTIATOR (Government Code Section §54956.8)

City owned property (Commanding Officer's Quarters, 1 Commandant's Lane)

Negotiating parties: City Manager and Acting Economic Development Manager - Instruction to negotiator on terms of payment and use.

B. CONFERENCE WITH LABOR NEGOTIATOR

(Government Code Section 54957.6 (a))

Agency negotiators: City Manager, Administrative Services Director

Employee organizations: City Manager, City Attorney, Benicia Senior Management Group, Benicia Middle Management Group, Local 1, Benicia Public Service Employees' Association (BPSEA), Benicia Police Officers Association (BPOA), Benicia Firefighters Association (BFA), Benicia Dispatchers Association (BDA), Police Management, Unrepresented.

V. ADJOURNMENT:

Mayor Patterson adjourned the Closed Session meeting at 7:00 p.m.

MINUTES OF THE
REGULAR MEETING – CITY COUNCIL
August 16, 2011

City Council Chambers, City Hall, 250 East L Street, complete proceedings of which are recorded on tape.

I. CALL TO ORDER:

Mayor Patterson called the meeting to order at 7:02 p.m.

II. CLOSED SESSION:

III. CONVENE OPEN SESSION:

A. ROLL CALL

Council Member Ioakimedes was absent.

B. PLEDGE OF ALLEGIANCE

Vice Mayor Schwartzman led the Pledge of Allegiance.

C. REFERENCE TO THE FUNDAMENTAL RIGHTS OF PUBLIC

IV. ANNOUNCEMENTS/APPOINTMENTS/PRESENTATIONS/PROCLAMATIONS:

A. ANNOUNCEMENTS

1. Announcement of action taken at Closed Session, if any.

Ms. McLaughlin reported that Council received information from Staff on item IV.A, and gave direction to Staff on item IV.B.

2. Openings on Boards and Commissions:

Historic Preservation Review Commission: Two Full Terms to July 31, 2015 Open Until Filled

Soltrans Public Advisory Committee: Three Full Terms Open until Filled

Sky Valley Open Space Committee: One full term to January 31, 2015 Open until filled

Building Board of Appeals: Three full terms to January 31, 2015 Open until filled

3. Mayor's Office Hours:

4. Benicia Arsenal Update:

Ms. McLaughlin reported that Staff and the consultant had been meeting with various regulators and some of the property owner's attorneys. Follow up meetings have been scheduled for September.

B. APPOINTMENTS

C. PRESENTATIONS

D. PROCLAMATIONS

1. In Recognition of Jean Colomy and her contribution to the Benicia Emergency Response Team (BERT).

V. ADOPTION OF AGENDA:

Mayor Patterson requested item VIII.E be pulled until the first meeting in September. Both potential and official candidates have requested the item be pulled. It would be helpful for the public to have a full report on the history, data, surveys, etc. for this item. Also, she would like input from all Council members on this item.

Council Member Campbell requested the item remain on the agenda for action.

On motion of Vice Mayor Schwartzman, seconded by Council Member Hughes, Council adopted the agenda, as presented, on roll call by the following vote:
Ayes: Patterson, Schwartzman, Campbell, Hughes
Noes: (None)
On motion of Vice Mayor Schwartzman, seconded by Mayor Patterson, Council did not approve continuing item VII.E to the September 6, 2011 City Council meeting, on roll call by the following vote:
Ayes: Patterson, Schwartzman
Noes: Campbell, Hughes

VI. OPPORTUNITY FOR PUBLIC COMMENT:

A. WRITTEN COMMENT

B. PUBLIC COMMENT

1. Constance Beutel - Dr. Beutel discussed the upcoming emergency drill. She

announced the upcoming Green Business Workshop series.
2. Mike Kaplan - Mr. Kaplan discussed the success of the Human Services Board's fundraiser.
3. Council Member Campbell - Council Member Campbell thanked City Staff for finding a way to keep the pool open in October.

VII. CONSENT CALENDAR:

Council pulled item VII.H for discussion.
On motion of Vice Mayor Schwartzman, seconded by Council Member Hughes, Council adopted the Consent Calendar, as amended, on roll call by the following vote:
Ayes: Patterson, Schwartzman, Campbell, Hughes
Noes: (None)

A. APPROVAL OF MINUTES OF THE SPECIAL MEETING OF JUNE, 23, 2011, THE SPECIAL MEETING OF JULY 12, 2011, THE SPECIAL AND REGULAR MEETING OF JULY 19, 2011 AND THE SPECIAL MEETING OF AUGUST 1, 2011

On motion of Vice Mayor Schwartzman, seconded by Council Member Hughes, Council approved the minutes, on roll call by the following vote:
Ayes: Patterson, Schwartzman, Campbell, Hughes
Noes: (None)

B. AWARD OF CONSTRUCTION CONTRACT FOR INDUCTION STREETLIGHT RETROFIT PROJECT

RESOLUTION 11-94 - A RESOLUTION ACCEPTING THE BIDS FOR THE INDUCTION STREETLIGHT RETROFIT PROJECT, AWARDING THE CONSTRUCTION CONTRACT TO REPUBLIC INTELLIGENT TRANSPORTATION SERVICES, INC. OF NOVATO, IN THE AMOUNT OF $52,399, AND AUTHORIZING THE CITY MANAGER TO SIGN THE CONSTRUCTION CONTRACT ON BEHALF OF THE CITY

On motion of Vice Mayor Schwartzman, seconded by Council Member Hughes, Council adopted the Resolution, on roll call by the following vote:
Ayes: Patterson, Schwartzman, Campbell, Hughes
Noes: (None)

C. EAST SECOND STREET WATER LINE REPLACEMENT & STREET IMPROVEMENT PROJECT

RESOLUTION 11-95 - A RESOLUTION ACCEPTING THE BIDS FOR THE EAST SECOND STREET WATER LINE REPLACEMENT & STREET IMPROVEMENT PROJECT, AWARDING THE CONSTRUCTION CONTRACT

TO CALIFORNIA TRENCHLESS, INC. IN THE AMOUNT OF $568,614.50, AND AUTHORIZING THE CITY MANAGER TO SIGN THE CONTRACT ON BEHALF OF THE CITY

On motion of Vice Mayor Schwartzman, seconded by Council Member Hughes, Council adopted the Resolution, on roll call by the following vote:
Ayes: Patterson, Schwartzman, Campbell, Hughes
Noes: (None)

D. ACCEPTANCE OF THE EFFLUENT PIPELINE IMPROVEMENT PROJECT INCLUDING CHANGE ORDERS

RESOLUTION 11-96 - A RESOLUTION ACCEPTING THE EFFLUENT PIPELINE IMPROVEMENT PROJECT AS COMPLETE, INCLUDING CHANGE ORDER NOS. 1 THROUGH 3, AUTHORIZING THE CITY MANAGER TO SIGN THE NOTICE OF COMPLETION, AND AUTHORIZING THE CITY CLERK TO FILE SAME WITH THE SOLANO COUNTY RECORDER

On motion of Vice Mayor Schwartzman, seconded by Council Member Hughes, Council adopted the Resolution, on roll call by the following vote:
Ayes: Patterson, Schwartzman, Campbell, Hughes
Noes: (None)

E. SALE OF RETIRED POLICE SERVICES CANINE JAZZ

RESOLUTION 11-97 - A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN A BILL OF SALE FOR RETIRED POLICE SERVICES CANINE JAZZ

On motion of Vice Mayor Schwartzman, seconded by Council Member Hughes, Council adopted the Resolution, on roll call by the following vote:
Ayes: Patterson, Schwartzman, Campbell, Hughes
Noes: (None)

F. PURCHASE OF PIPING, FITTINGS, CLAMPS, VALVES AND HARDWARE NECESSARY FOR REPAIR AND MAINTENANCE OF WATER DISTRIBUTION PIPELINES

RESOLUTION 11-98 - A RESOLUTION AUTHORIZING THE PURCHASE OF WATER DISTRIBUTION PIPELINE FITTINGS AND HARDWARE FOR FISCAL YEAR 2011-2012 FROM ROBERTS & BRUNE COMPANY OF OAKLEY, CALIFORNIA, FOR A NOT-TO-EXCEED COST OF $75,000

On motion of Vice Mayor Schwartzman, seconded by Council Member Hughes, Council adopted the Resolution, on roll call by the following vote:
Ayes: Patterson, Schwartzman, Campbell, Hughes
Noes: (None)

G. UTILITY EASEMENT FOR PACIFIC GAS & ELECTRIC COMPANY AND AT&T TO RELOCATE UTILITY POLES AWAY FROM THE LAKE HERMAN ROAD TRAVELED WAY TO ENHANCE TRAFFIC SAFETY

RESOLUTION 11-99 - A RESOLUTION GRANTING A UTILITY EASEMENT TO PACIFIC GAS & ELECTRIC COMPANY AND AT&T FOR THE RELOCATION OF THEIR JOINT UTILITY POLES AWAY FROM THE LAKE HERMAN ROAD TRAVELED WAY ALONG A REVERSING CURVE WEST OF SKY VALLEY ROAD

On motion of Vice Mayor Schwartzman, seconded by Council Member Hughes, Council adopted the Resolution, on roll call by the following vote:
Ayes: Patterson, Schwartzman, Campbell, Hughes
Noes: (None)

H. SECOND READING AND ADOPTION OF AN ORDINANCE AMENDING THE 2010 CALIFORNIA GREEN BUILDING STANDARDS CODE

ORDINANCE 11-8 - AN ORDINANCE AMENDING CHAPTER 15.18 (CALIFORNIA GREEN BUILDING STANDARDS CODE) OF DIVISION I (CONSTRUCTION STANDARDS AND STRUCTURE RELOCATION) OF TITLE 15 (BUILDINGS AND CONSTRUCTION) OF THE BENICIA MUNICIPAL CODE BY ADDING A NEW SECTION 15.18.030 (AMENDMENTS MADE IN THE CALIFORNIA GREEN BUILDING STANDARDS CODE)

Vice Mayor Schwartzman and Staff discussed whether a garage was considered a construction project (it was), and residential photovoltaic systems. He discussed concerns regarding this issue being addressed in an ordinance rather than a resolution. He was concerned regarding making the list of requirements mandatory.

Council Member Hughes and Staff discussed the 'encouraged' clause in the ordinance.

Mayor Patterson discussed the issue of inserting the date into the ordinance when the 9-month review would be triggered.

Council Member Hughes discussed support for the ordinance, but only if it is 'encouraged' and did not lead to being mandated in the future. He expressed concern regarding the 2% requirement.

Ms. McLaughlin explained why this issue should be in the code rather than a resolution.

Public Comment:

1. Constance Beutel - Dr. Beutel spoke in support of the proposed ordinance.
2. Ellen Kolowich - Ms. Kolowich spoke in support of the proposed ordinance.
3. Grant Cook - Mr. Cook spoke in support of the proposed ordinance.
4. Sharon Maher - Ms. Maher spoke in support of the proposed ordinance.
5. Marilyn Bardet - Ms. Bardet spoke in support of the proposed ordinance.
6. Jeanine Seeds - Ms. Seeds spoke in support of the proposed ordinance.
7. Rae Lynn Fiscalini - Ms. Fiscalini spoke in support of the proposed ordinance.

Mayor Patterson discussed the positive aspects of the proposed ordinance.

Vice Mayor Schwartzman discussed the need to address provisions to waive the requirements for the elderly or disabled people, etc. There were holes in the ordinance that needed to be tightened up. He would prefer to see this in a resolution rather than an ordinance.

Council Member Campbell disclosed exparte communications. He discussed the logic behind the use of 'encourage', and how the ordinance will be reviewed in nine months.

Mayor Patterson clarified that the motion that would be made would be for the ordinance, as written in the staff report. Although the 9-month review was not written into the ordinance, she hoped Staff would honor the direction given.

On motion of Council Member Campbell, seconded by Council Member Hughes, Council adopted the Ordinance, as presented, on roll call by the following vote:
Ayes: Patterson, Campbell, Hughes
Noes: Schwartzman

I. PROPOSED RIGHT-OF-WAY EXCHANGE WITH THE BENICIA HEALTH AND FITNESS CLUB

RESOLUTION 11-100 - A RESOLUTION VACATING A STRIP OF MILITARY WEST ALONG THE FRONTAGE OF THE BENICIA HEALTH AND FITNESS CLUB AT 1150 WEST 7TH STREET, DEEDING THE RESULTANT SURPLUS PROPERTY TO THE CLUB OWNER FOR INCORPORATION INTO THE PARCEL, AND ACCEPTING THE DEDICATION OF A STRIP OF THE CLUB PARCEL FOR THE WEST 7TH STREET RIGHT-OF-WAY

On motion of Vice Mayor Schwartzman, seconded by Council Member Hughes, Council adopted the Resolution, on roll call by the following vote:
Ayes: Patterson, Schwartzman, Campbell, Hughes
Noes: (None)

J. GRANT FUNDING FOR BENICIA BRIDGE SIDEWALK CONNECTOR ALONG PARK ROAD

RESOLUTION 11-101 - A RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF THE COOPERATIVE AGREEMENT #4-2379 BETWEEN THE CITY OF BENICIA AND THE STATE OF CALIFORNIA FOR THE DESIGN AND CONSTRUCTION OF THE BENICIA BRIDGE SIDEWALK CONNECTOR ALONG PARK ROAD

On motion of Vice Mayor Schwartzman, seconded by Council Member Hughes, Council adopted the Resolution, on roll call by the following vote:
Ayes: Patterson, Schwartzman, Campbell, Hughes
Noes: (None)

K. APPROVE CITY OF BENICIA PARTICIPATION IN THE EAST BAY BROADBAND CONSORTIUM AND ACQUIRE CITY COUNCIL SIGNATURES FOR ENDORSEMENT LETTER FOR GRANT APPLICATION FOR CPUC FUNDING

On motion of Vice Mayor Schwartzman, seconded by Council Member Hughes, Council approved, by motion, the City of Benicia's participation in the East Bay Broadband Consortium and acquiring Council signature for endorsement letter for grant application for CPUC funding, on roll call by the following vote:
Ayes: Patterson, Schwartzman, Campbell, Hughes
Noes: (None)

L. Approval to waive the reading of all ordinances introduced and adopted pursuant to this agenda.

VIII. BUSINESS ITEMS:

A. APPROVE AN AMENDMENT TO THE JULY 1, 2010 TO JUNE 30, 2012 AGREEMENT BETWEEN THE CITY OF BENICIA AND LOCAL ONE AMENDING THE PAYING AND REPORTING OF THE VALUE OF EMPLOYER PAID MEMBER CONTRIBUTIONS (EPMC) OF EMPLOYEES' COMPENSABLE EARNINGS TO THE PUBLIC EMPLOYEES' RETIREMENT SYSTEM (PERS) FOR LOCAL ONE

RESOLUTION 11-102 - A RESOLUTION APPROVING AN AMENDMENT TO THE JULY 1, 2010 TO JUNE 30, 2012 AGREEMENT WITH LOCAL ONE

RESOLUTION 11-103 - RESOLUTION AMENDING THE PAYING AND REPORTING OF THE VALUE OF EMPLOYER PAID MEMBER CONTRIBUTIONS (EPMC) OF EMPLOYEES' COMPENSABLE EARNINGS TO THE PUBLIC EMPLOYEES' RETIREMENT SYSTEM (PERS) FOR LOCAL ONE EMPLOYEES EFFECTIVE AUGUST 1, 2011

Brad Kilger, City Manager, reviewed the staff report.

Public Comment:

None

On motion of Council Member Hughes, seconded by Council Member Campbell, Council adopted Resolution 11-102, on roll call by the following vote:
Ayes: Patterson, Schwartzman, Campbell, Hughes
Noes: (None)
On motion of Council Member Hughes, seconded by Council Member Campbell, Council adopted Resolution 11-103, on roll call by the following vote:
Ayes: Patterson, Schwartzman, Campbell, Hughes
Noes: (None)

B. APPROVE 2011-2012 CONTRACT SERVICES AGREEMENT BETWEEN THE CITY OF BENICIA AND BENICIA MAIN STREET

Mario Giuliani, Acting Economic Development Manager, reviewed the staff report.

Mayor Patterson discussed how pleased she was with Benicia Main Street following through with the expanded reporting that Council requested.

Council Member Hughes and Staff discussed how much more it would cost the City to clean the sidewalks on First Street ($5,000). The Public Works Department would be performing the street cleaning. Council Member Hughes and Staff discussed following through with the hanging flower pots, possible music, and other possibilities to make the downtown more welcoming.

Public Comment:

1. Constance Beutel - Dr. Beutel asked if the $127,000 was taxpayer dollars (it was).

Council Member Campbell and Staff discussed the issue of the hanging flower baskets. He would like more information on the sidewalks. He suggested the City purchase a power washer and hire seasonal workers to clean the downtown sidewalks. Staff will look into the sidewalk issue and report back to Council. Staff will look into a pilot program for the hanging flower baskets, however they would like to see the budget numbers before they commit to anything.

Vice Mayor Schwartzman would like to know the cost of a program for the hanging flower baskets. He suggested the idea of a rotating block captain.

Council Member Campbell and Staff discussed a timeline for Staff to report back on the hanging flower baskets and the sidewalk cleaning (November-December

2011).

Council Member Hughes suggested involving the merchants and community in purchasing the flower baskets, watering, etc. Staff discussed the issue of whether the current light poles could accommodate the baskets, the cost of watering, etc. and would like time to research the issue.

Mayor Patterson asked Staff to talk to the merchants who are willing to be involved in a pilot program for the hanging flower baskets. She discussed having an 'adopt-a-pole' flower program.

Council Member Hughes requested Staff include Benicia Main Street in the discussions.

On motion of Council Member Hughes, seconded by Vice Mayor Schwartzman, Council approved, by motion, the 2011-2012 Contract Services Agreement between the City of Benicia and Benicia Main Street, on roll call by the following vote:
Ayes: Patterson, Schwartzman, Campbell, Hughes
Noes: (None)

C. AWARD OF CONTRACT FOR COMMUNITY SUSTAINABILITY COMMISSION WEBSITE UPDATE

RESOLUTION 11-104 - A RESOLUTION AWARDING A CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES FOR THE SUSTAINABLE DEVELOPMENT WEBSITE PROJECT TO LUCITA INC. FOR A NOT-TO-EXCEED COST OF $17,000 AND AUTHORIZING THE CITY MANAGER TO SIGN THE CONTRACT ON BEHALF OF THE CITY

Mayor Patterson disclosed exparte communications.

Charlie Knox, Public Works & Community Development Director, reviewed the staff report.

Council Member Hughes discussed the process not being fair, as the contractors were asked to bid initially, and then bid again.

Public Comment:

1. Constance Beutel - Dr. Beutel spoke in support of the proposed resolution.
2. Grant Cook - Mr. Cook spoke in support of the proposed ordinance.
3. Christina Strawbridge - Ms. Strawbridge asked that the new Community Sustainability website and the tourism website be complimentary. She asked the City to update the City's website as well.

On motion of Vice Mayor Schwartzman, seconded by Council Member Hughes,

Council adopted the Resolution, on roll call by the following vote:
Ayes: Patterson, Schwartzman, Campbell, Hughes
Noes: (None)

D. FUNDING FOR CLIMATE ACTION PLAN COORDINATOR

RESOLUTION 11-105 - A RESOLUTION ALLOCATING $150,000 IN VALERO/GOOD NEIGHBOR STEERING COMMITTEE FUNDS FOR A TWO-YEAR CONTRACT CLIMATE ACTION PLAN COORDINATOR

Council Members Campbell, Hughes, Schwartzman, and Mayor Patterson disclosed exparte communications.

Charlie Knox, Public Works & Community Development Director, reviewed the staff report.

Council Member Campbell and Staff discussed concern regarding the issue of hiring consultants, paying the person as if they were an employee, as opposed to how consultants are typically paid, and the issue of performance measures.

Public Comment:

1. Constance Beutel - Dr. Beutel spoke in support of the proposed resolution.
2. Sharon Maher - Ms. Maher spoke in support of the proposed resolution.
3. Bob Livesay - Mr. Livesay spoke in opposition of the proposed resolution.
4. Grant Cook - Mr. Cook spoke in support of the proposed resolution.
5. Marilyn Bardet - Ms. Bardet spoke in support of the proposed resolution.
6. Kathy Kerridge - Ms. Kerridge spoke in support of the proposed resolution.
7. Roger Straw - Mr. Straw spoke in support of the proposed resolution.
8. Rick Stierwalt - Mr. Stierwalt spoke in support of the proposed resolution.
9. Ellen Kolowich - Ms. Kolowich spoke in support of the proposed resolution.
10. Jeanine Seeds - Ms. Seeds spoke in support of the proposed resolution.
11. Ryan Swan - Mr. Swan spoke in support of the proposed resolution.

Mayor Patterson discussed her support for the proposed resolution.

Council Member Hughes and Staff discussed concerns regarding the cost of hiring a coordinator (given the current economic conditions, staff cutbacks, etc.), and how and when the City will actually see a return on the investment of hiring the coordinator.

Council Member Campbell and Staff discussed the possibility of an extern/intern program.

Vice Mayor Schwartzman and Staff discussed the possibility of leveraging the $150,000 to get a longer contract term, needing a detailed job description,

exploring the possibility of using recent graduates (PhD candidates) who could be involved in this, his preference for a flat contract rather than a per hour rate, and when the City could expect grants, and how much the grants could be.

Mayor Patterson clarified that Council would be giving approval for this to go forward, however, in the staff report, Staff would indicate the salary range for the field, that the people are at a certain level of expertise (competitive with other professionals), how to leverage and structure the contract in a such a way that would have demonstrable return in terms of the granting. Council expects a staff report back that addresses the issues.

Vice Mayor Schwartzman discussed the possibility that a there might be a company out there who might be interested in having an employee work at the City (which could open up opportunities for them in other jurisdictions), as it could provide experience for less money.

Council Member Campbell made a motion to approve the introduction of the ordinance with the changes regarding trying to extend the contract more than two years, trying to get an extern if possible, and the other possibilities discussed.

Council discussed the importance of Staff incorporating the suggestions made by Council.

Mayor Patterson suggested amending the motion to reflect that Staff prepare a request for proposal for the position, and upon approval by the Council, interview candidates and identify a preferred candidate for review.

Council and Staff clarified that the language would read 'request for proposal for the position, as approved by Council, (interview candidates)' then it goes back to Staff and the Sustainability Commission are interviewing the candidates and identify preferred candidates for review and recommendation by the full commission, and consideration by the City Manager, and Council will award the contract.

Vice Mayor Schwartzman asked for clarification that the RFP would come back to Council first, and then the contract itself would come back to Council as well.

Council Member Hughes stressed the importance of the contract being very 'tight' when it comes back to Council.

On motion of Council Member Campbell, seconded by Vice Mayor Schwartzman, Council adopted the Resolution, as amended, on roll call by the following vote:
Ayes: Patterson, Schwartzman, Campbell, Hughes
Noes: (None)

E. THE OFFICE OF CITY TREASURER AND WHETHER THE POSITION SHOULD BE ELECTED AND/OR HAVE A STIPEND AND BENEFITS AND INTRODUCTION OF AN ORDINANCE REGARDING COMPENSATION AND DUTIES

ORDINANCE 11- - AN ORDINANCE ADDING A NEW CHAPTER 2.48 (CITY TREASURER) TO DIVISION 1 (ORGANIZATION) OF TITLE 2 (ADMINISTRATION AND PERSONNEL) OF THE BENICIA MUNICIPAL CODE

Heather McLaughlin, City Attorney, reviewed the staff report.

Vice Mayor Schwartzman reviewed the recommendations made by the Finance Committee.

Council Member Campbell and Staff discussed the duties that the Treasurer had. He suggested expenses of $1.

Council Member Hughes discussed the possibility of adding responsibilities to the position if the person elected was able to demonstrate they were capable. Staff confirmed that the compensation (salary/benefits) could not be changed after the person was elected.

Vice Mayor Schwartzman discussed the position being ceremonial. Staff is talented and capable. He is okay with having an elected treasurer at this time; however, there should not be benefits involved (only reasonable expenses with a cap).

Council Member Campbell discussed the lack of need for the elected position. However, it was cheaper at this time to keep the position, and minimize the compensation.

Public Comment:

1. Robert Langston - Mr. Langston spoke in opposition to the proposed ordinance.
2. Hugh "H.R." Autz - Mr. Autz spoke in opposition to the proposed ordinance.

Mayor Patterson and Staff discussed whether it was legal for Council to make the proposed changes (it was).

Council Member Campbell discussed the hard work done by the Finance Committee.

Council Member Hughes discussed support for no stipend/benefits, but support for paying the reasonable, job-related expenses for the position.

Mayor Patterson discussed the issue of the stipend/benefits ($35,000). She discussed the ballot measure that was put to the voters in 1998. There has not been a major effort to have a dialogue on this issue with the community. She would like to see more of a dialogue with the community.

On motion of Council Member Hughes, seconded by Council Member Campbell, Council adopted the Introduction and First Reading of the Ordinance, on roll call by the following vote:
Ayes: Schwartzman, Campbell, Hughes
Noes: Patterson

F. Council Member Committee Reports

1. **Mayor's Committee Meeting. (Mayor Patterson) Next Meeting Date: August 17, 2011**

2. **Association of Bay Area Governments (ABAG). (Mayor Patterson and Council Member Ioakimedes) Next Meeting Date: October 13, 2011**

3. **Finance Committee. (Vice Mayor Schwartzman and Council Member Campbell) Next Meeting Date: August 26, 2011**

4. **League of California Cities. (Mayor Patterson and Vice Mayor Schwartzman) Next Meeting Date: September 21- 23, 2011**

5. **School Liaison Committee. (Council Members Ioakimedes and Hughes) Next Meeting Date: September 8, 2011**

6. **Sky Valley Open Space Committee. (Council Members Campbell and Hughes) next meeting Date: November 2, 2011**

7. **Solano EDC Board of Directors. (Mayor Patterson and Council Member Campbell) Next Meeting Date: September 22, 2011**

8. **Solano Transportation Authority (STA). (Mayor Patterson and Council Member Ioakimedes) Next Meeting Date: September 14, 2011**

9. **Solano Water Authority-Solano County Water Agency and Delta Committee. (Mayor Patterson and Vice Mayor Schwartzman) Next Meeting Date: September 8, 2011**

10. **Traffic, Pedestrian and Bicycle Safety Committee. (Council Members Hughes and Ioakimedes) Next Meeting Date: August 25, 2011**

11. **Tri-City and County Regional Parks and Open Space. (Council Members Campbell and Hughes) Next Meeting Date: September 12, 2011**

12. **Valero Community Advisory Panel (CAP). (Council Member Hughes) Next Meeting Date: TBD**

13. **Youth Action Coalition. (Vice Mayor Schwartzman and Council Member Campbell) Next Meeting Date: August 31, 2011**

14. **ABAG-CAL FED Task Force-Bay Area Water Forum. (Mayor Patterson) Next Meeting Date: September 26, 2011**

15. **SOLTRANS Joint Powers Authority (Mayor Patterson, Council Member Ioakimedes) Next Meeting Date: September 15, 2011**

IX. ADJOURNMENT:

Mayor Patterson adjourned the meeting at 11:05 p.m.

MINUTES OF THE
SPECIAL MEETING – CITY COUNCIL
August 23, 2011

City Council Chambers, City Hall, 250 East L Street, complete proceedings of which are recorded on tape.

I. CALL TO ORDER:

Mayor Patterson called the meeting to order at 6:00 p.m.

II. CLOSED SESSION:

A. CONFERENCE WITH LABOR NEGOTIATOR
(Government Code Section 54957.6 (a))

Agency negotiators: City Manager, Administrative Services Director

Employee organizations: City Manager, City Attorney, Benicia Senior Management Group, Benicia Middle Management Group, Local 1, Benicia Public Service Employees' Association (BPSEA), Benicia Police Officers Association (BPOA), Benicia Firefighters Association (BFA), Benicia Dispatchers Association (BDA), Police Management, Unrepresented.

III. CONVENE OPEN SESSION:

Mayor Patterson reconvened the meeting to Open Session at 7:14 p.m.

A. ROLL CALL

All Council Members were present.

B. PLEDGE OF ALLEGIANCE

Mayor Patterson led the Pledge of Allegiance.

C. REFERENCE TO THE FUNDAMENTAL RIGHTS OF THE PUBLIC:

IV. ANNOUNCEMENTS/APPOINTMENTS/PRESENTATIONS/PROCLAMATIONS:

A. ANNOUNCEMENTS.

1. Announcement of action taken at Closed Session, if any.

Heather McLaughlin, City Attorney, reported that Council received information

from Staff, and gave direction to Staff.

V. ADOPTION OF AGENDA:

On motion of Vice Mayor Schwartzman, seconded by Council Member Hughes, Council adopted the agenda, as presented, on roll call by the following vote:
Ayes: Patterson, Schwartzman, Campbell, Hughes, Ioakimedes
Noes: (None)

VI. OPPORTUNITY FOR PUBLIC COMMENT:

A. WRITTEN COMMENT

B. PUBLIC COMMENT

None

VII. BUSINESS ITEMS:

A. APPROVE AN AMENDMENT TO THE JULY 1, 2010 TO JUNE 30, 2012 AGREEMENT BETWEEN THE CITY OF BENICIA AND THE BENICIA POLICE OFFICERS ASSOCIATION (BPOA)

RESOLUTION 11-106 - A RESOLUTION APPROVING AN AMENDMENT TO THE JULY 1, 2010 TO JUNE 30, 2012 AGREEMENT WITH BENICIA POLICE OFFICERS ASSOCIATION (BPOA)

Anne Cardwell, Administrative Services Director, reviewed the staff report.

Public Comment:

None

On motion of Council Member Hughes, seconded by Vice Mayor Schwartzman, Council adopted the Resolution, on roll call by the following vote:
Ayes: Patterson, Schwartzman, Campbell, Hughes, Ioakimedes
Noes: (None)

VIII. ADJOURNMENT:

Mayor Patterson adjourned the meeting at 7:19 p.m.

AGENDA ITEM
CITY COUNCIL MEETING DATE - SEPTEMBER 6, 2011
CONSENT CALENDAR

DATE : July 21, 2011

TO : City Manager

FROM : Public Works and Community Development Director

SUBJECT : **PURCHASE OF CRUSHED AGGREGATE ROCK FOR FISCAL YEAR 2011-2012**

RECOMMENDATION:
Adopt a resolution authorizing the purchase of crushed aggregate rock for Fiscal Year 2011-2012 from Syar Industries Inc. of Vallejo, California, for a not-to-exceed cost of $25,000.

EXECUTIVE SUMMARY:
This action authorizes the purchase of crushed aggregate rock for repair and maintenance of City streets and utility pipelines. Sufficient funds are available in Account Nos. 090-8215-8809 (Street Repairs) and 090-8215-9856 (Service Line Replacement) to cover this purchase.

BUDGET INFORMATION:
The cost of purchasing crushed aggregate rock for Fiscal Year 2011-2012 will not exceed $25,000. Sufficient funds are budgeted and $10,000 will be charged to Account No. 090-8215-8809 (Street Repairs) and $15,000 will be charged to Account No. 090-8215-9856 (Service Line Replacement.)

GENERAL PLAN:
Relevant General Plan Goals:

- 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.

STRATEGIC PLAN:
Relevant Strategic Plan Issues and Strategies:

- Strategic Issue #4: Preserving and Enhancing Infrastructure
  - Strategy #4: Provide adequate funding for ongoing infrastructure needs

BACKGROUND:
The Public Works Maintenance Division repairs and maintains City streets and 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 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 in 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 Fiscal Year 2011-2012 from Syar Industries Inc. for a not-to-exceed cost of $25,000.

Attachment:
- Proposed Resolution

RESOLUTION NO. 11-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA AUTHORIZING THE PURCHASE OF CRUSHED AGGREGATE ROCK FOR FISCAL YEAR 2011-2012 FROM SYAR INDUSTRIES INC. OF VALLEJO, CALIFORNIA, FOR A NOT-TO-EXCEED COST OF $25,000

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 within a reasonable distance from Benicia of crushed aggregate rock; therefore, this purchase must be sole-sourced; and

WHEREAS, 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.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Benicia approves the sole source purchase of crushed aggregate rock for Fiscal Year 2011-2012 from Syar Industries Inc. of Vallejo, California, for a not-to-exceed cost of $25,000 [$10,000 will be charged to Account No. 090-8215-8809 (Street Repairs) and $15,000 will be charged to Account No. 090-8215-9856 (Service Line Replacement)].

*****

On motion of Council Member , seconded by Council Member , the above Resolution was introduced and passed by the City Council of the City of Benicia at a regular meeting of said Council held on the 6th day of September, 2011, and adopted by the following vote:

Ayes:

Noes:

Absent:

_____
Elizabeth Patterson, Mayor

ATTEST:

_____
Lisa Wolfe, City Clerk

VII.B.4

AGENDA ITEM
CITY COUNCIL MEETING DATE - SEPTEMBER 6, 2011
CONSENT CALENDAR

DATE : August 12, 2011

TO : City Manager

FROM : Public Works and Community Development Director

SUBJECT : **APPROVAL OF AMENDMENTS TO AGREEMENTS FOR ONE-YEAR EXTENSIONS FOR STREETLIGHT AND TRAFFIC SIGNAL MAINTENANCE AND REPAIR SERVICES**

RECOMMENDATION:
Adopt the resolutions:

1) Approving an Amendment to Agreement to extend the term for a one-year period for Street Lighting Maintenance and Repair with Republic Intelligent Transportation Services, Inc., of Novato, in the amount of $81,616, and authorizing the City Manager to sign the Amendment on behalf of the City.
2) Approving an Amendment to Agreement to extend the term for a one-year period for Traffic Control Device Maintenance and Repair with Republic Intelligent Transportation Services, Inc., of Novato, in the amount of $54,445, and authorizing the City Manager to sign the Amendment on behalf of the City.

EXECUTIVE SUMMARY:
This action approves a one-year extension to the streetlight maintenance and repair agreement and traffic signal maintenance and repair agreement with Republic Intelligent Transportation Services, Inc. Sufficient funds are available in the Gas Tax Contract Services account to cover the costs as per the adopted City Budget.

BUDGET INFORMATION:
The streetlight maintenance and repair cost for Fiscal Year 2011-2012 is $81,616. The traffic signal maintenance and repair cost for Fiscal Year 2011-2012 is $54,445. These costs are based on a 1.69 percent increase per the annual percent change of the Construction Cost Index in accordance with the agreements. Funding for these services will be paid from Account No. 017-8705-8100 (Gas Tax Contract Services) and are included in the Fiscal Year 2011-2012 budget.

GENERAL PLAN:
Relevant General Plan Goals and Strategy:

- Goal 2.28: Improve and maintain public facilities and services
- Goal 8.00: Build Organizational Quality and Capacity
  - Strategy: Measure and track service performance

STRATEGIC PLAN:
Relevant Strategic Plan Issues:

- Strategic Issue #1: Protecting Community Health and Safety
- Strategic Issue #4: Preserving and Enhancing Infrastructure

BACKGROUND:
At their December 2, 2008 meeting, City Council accepted the bids and awarded multi-year maintenance and repair services agreements for Fiscal Years 2008-2011 to Republic Intelligent Transportation Services, Inc. for both streetlights (in the baseline amount of $74,580) and traffic signals (in the baseline amount of $49,752) via Resolution Nos. 08-119 and 08-120 respectively.

The streetlight agreement provides for the maintenance and preventative maintenance services on a monthly, semi-monthly, and annual schedule for all 2,232 streetlights in Benicia that are in the public right-of-way. The work also includes service calls that may be required to restore the operations of streetlights that are damaged during traffic collisions or foul weather. Unique to this agreement is the establishment of a 24-hour call center for members of the public to report streetlight outages and a method for the City to track the performance of the contractor.

The traffic signal agreement provides for the maintenance, preventative maintenance, and repair services for all electrically operated traffic control devices (traffic and pedestrian signals, flashing beacons and lighted crosswalk facilities) on a monthly, semi-monthly and annual schedule. It also includes service calls that may be required to restore the operation of devices damaged during traffic collisions or other malfunctions.

Both the streetlight and traffic signal agreements include the following provision:

The CITY, at its discretion and with the concurrence of the CONTRACTOR, may extend the agreement duration for a period of no more than two (2) years if it is in the best interests of the CITY and if there has been no occurrence of default by the CONTRACTOR during the previous three (3) years.

The City and Republic ITS, Inc. desire to extend the streetlight and traffic signal agreements for a one-year period (Fiscal Year 2011-2012). After that time, new agreements will be brought to the City Council for consideration.

Attachments:

- Proposed Resolutions (2)
- Amendment to Agreement – Street Lighting Maintenance and Repair Services
- Amendment to Agreement – Traffic Control Device Maintenance and Repair Services
- Construction Contract – FY 2008-2011 Street Lighting Maintenance and Repair Services
- Construction Contract – FY 2008-2011 Traffic Control Device Maintenance and Repair Services
- Resolution No. 08-119 - FY 2008-2011 Street Lighting Maintenance and Repair Services
- Resolution No. 08-120 - FY 2008-2011 Traffic Control Device Maintenance and Repair Services

RESOLUTION NO. 11-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA APPROVING AN AMENDMENT TO AGREEMENT TO EXTEND THE TERM FOR A ONE-YEAR PERIOD FOR STREET LIGHTING MAINTENANCE AND REPAIR WITH REPUBLIC INTELLIGENT TRANSPORTATION SERVICES, INC., OF NOVATO, IN THE AMOUNT OF $81,616, AND AUTHORIZING THE CITY MANAGER TO SIGN THE AMENDMENT ON BEHALF OF THE CITY

WHEREAS, by Resolution No. 08-119, City Council accepted the bids and awarded a multi-year agreement for Fiscal Years 2008-2011 Street Lighting Maintenance and Repair Services in the baseline amount of $74,580 to Republic Intelligent Transportation Services, Inc.; and

WHEREAS, the agreement contains a provision to extend the agreement if it is in the best interests of the City and if there has been no occurrence of default by the Contractor during the previous three years; and

WHEREAS, the City and Republic Intelligent Transportation Services, Inc. mutually desire to extend the agreement for a one-year period (Fiscal Year 2011-2012) and there has been no occurrence of default by Republic ITS, Inc.; and

WHEREAS, the streetlight maintenance and repair cost for Fiscal Year 2011-2012 is $81,616 per the annual percent change of the Construction Cost Index in accordance with the agreement and sufficient funds are available in Account No. 017-8705-8100 (Gas Tax Contract Services).

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Benicia hereby approves an Amendment to Agreement to extend the term for a one-year period for Street Lighting Maintenance and Repair with Republic Intelligent Transportation Services, Inc. in the amount of $81,616.

BE IT FURTHER RESOLVED THAT the City Manager is hereby authorized to sign the Amendment to Agreement, subject to approval by the City Attorney.

*****

On motion of Council Member and seconded by Council Member , the above Resolution was introduced and passed by the City Council of the City of Benicia at a regular meeting of said Council held on the 6th day of September, 2011, and adopted by the following vote.

Ayes:

Noes:

Absent:

Elizabeth Patterson, Mayor

Attest:

Lisa Wolfe, City Clerk

RESOLUTION NO. 11-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA APPROVING AN AMENDMENT TO AGREEMENT TO EXTEND THE TERM FOR A ONE-YEAR PERIOD FOR TRAFFIC CONTROL DEVICE MAINTENANCE AND REPAIR WITH REPUBLIC INTELLIGENT TRANSPORTATION SERVICES, INC., OF NOVATO, IN THE AMOUNT OF $54,445, AND AUTHORIZING THE CITY MANAGER TO SIGN THE AMENDMENT ON BEHALF OF THE CITY

WHEREAS, by Resolution No. 08-120, City Council accepted the bids and awarded a multi-year agreement for Fiscal Years 2008-2011 Traffic Control Device Maintenance and Repair Services in the baseline amount of $49,752 to Republic Intelligent Transportation Services, Inc.; and

WHEREAS, the agreement contains a provision to extend the agreement if it is in the best interests of the City and if there has been no occurrence of default by the Contractor during the previous three years; and

WHEREAS, the City and Republic Intelligent Transportation Services, Inc. mutually desire to extend the agreement for a one-year period (Fiscal Year 2011-2012) and there has been no occurrence of default by Republic ITS, Inc.; and

WHEREAS, the traffic control device maintenance and repair cost for Fiscal Year 2011-2012 is $54,445 per the annual percent change of the Construction Cost Index in accordance with the agreement and sufficient funds are available in Account No. 017-8705-8100 (Gas Tax Contract Services).

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Benicia hereby approves an Amendment to Agreement to extend the term for a one-year period for Traffic Control Device Maintenance and Repair with Republic Intelligent Transportation Services, Inc. in the amount of $54,445.

BE IT FURTHER RESOLVED THAT the City Manager is hereby authorized to sign the Amendment to Agreement, subject to approval by the City Attorney.

*****

On motion of Council Member _____ and seconded by Council Member _____, the above Resolution was introduced and passed by the City Council of the City of Benicia at a regular meeting of said Council held on the 6th day of September, 2011, and adopted by the following vote.

Ayes:

Noes:

Absent:

_____
Elizabeth Patterson, Mayor

Attest:

_____
Lisa Wolfe, City Clerk

VII.C.8

AMENDMENT TO AGREEMENT

This Amendment of the Agreement, entered into this ____ day of September, 2011, by and between the City of Benicia, a municipal corporation ("CITY") and Republic Intelligent Transportation Services, Inc., a California corporation, with its primary office located at 371 Bel Marin Keys Boulevard, No. 200, Novato, CA 94949-5699**,** ("CONTRACTOR"), is made with reference to the following:

RECITALS:

A. On December 23, 2008, an agreement for **Fiscal Years 2008 to 2011 Street Lighting Maintenance and Repair Services** was entered into by and between CITY and CONTRACTOR, ("Agreement").

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

NOW, THEREFORE, it is mutually agreed by and between and undersigned parties to extend the term for one (1) year (FY 2011-12) in accordance with Paragraph 1c of the Agreement which states, "the CITY, at its discretion and with the concurrence of the CONTRACTOR, may extend the agreement duration for a period of no more than two (2) years if it is in the best interests of the CITY and if there has been no occurrence of default by the CONTRACTOR during the previous three (3) years."

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.

Republic Intelligent Transportation Services, Inc.,
A California Corporation

By _____
Name _____
Title _____

City of Benicia,
A Municipal Corporation

By _____
Brad Kilger
City Manager

RECOMMENDED FOR APPROVAL:

_____
Department Head

APPROVED AS TO FORM:

_____
City Attorney

VII.C.10

AMENDMENT TO AGREEMENT

This Amendment of the Agreement, entered into this ____ day of September, 2011, by and between the City of Benicia, a municipal corporation ("CITY") and Republic Intelligent Transportation Services, Inc., a California corporation, with its primary office located at 371 Bel Marin Keys Boulevard, No. 200, Novato, CA 94949-5699**,** ("CONTRACTOR"), is made with reference to the following:

RECITALS:

A. On October 20, 2008, an agreement for **Fiscal Years 2008 to 2011 Traffic Control Device Maintenance and Repair Services** was entered into by and between CITY and CONTRACTOR, ("Agreement").

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

NOW, THEREFORE, it is mutually agreed by and between and undersigned parties to extend the term for one (1) year (FY 2011-12) in accordance with Paragraph 1c of the Agreement states, "the CITY, at its discretion and with the concurrence of the CONTRACTOR, may extend the agreement duration for a period of no more than two (2) years if it is in the best interests of the CITY and if there has been no occurrence of default by the CONTRACTOR during the previous three (3) years."

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.

Republic Intelligent Transportation Services, Inc.,
A California Corporation

By _____
Name _____
Title _____

City of Benicia,
A Municipal Corporation

By _____
Brad Kilger
City Manager

RECOMMENDED FOR APPROVAL:

_____
Department Head

APPROVED AS TO FORM:

_____
City Attorney

VII.C.12

CONSTRUCTION CONTRACT

This agreement ("Agreement") entered into DECEMBER 23, 2008, is between the City of Benicia, a municipal corporation (hereinafter "CITY"), and Republic Intelligent Transportation Services, Inc., a California corporation with its primary office located at 371 Bel Marin Keys Boulevard, No. 200, Novato, CA 94949-5699 (hereinafter "CONTRACTOR") (collectively, "the Parties").

RECITALS:

That for and in consideration of the promises and agreements hereinafter made and exchanged, the CITY and the CONTRACTOR agree as follows:

1. That the CONTRACTOR will furnish all labor, materials, equipment, tools, transportation, services, appliances, and appurtenances for **FY 2008-2011 STREET LIGHTING MAINTENANCE AND REPAIR SERVICES**, (sometimes referred to as "the work") in accordance with the Plans and Specifications therefor, adopted by the City Council of the above CITY as prepared by City of Benicia, and in full accord with the provisions of the federal, state and local codes, including all addenda and approved change orders.

a. The term of the agreement is three (3) years subject to termination by the CITY, if it is determined by the CITY in its sole discretion that it is in the best interests of the CITY or default by the CONTRACTOR.

b. All unit prices, including mobilization costs, shall be adjusted each year by the annual percent change (increase or decrease) of the Construction Cost Index (for 20 US Cities and Canada) published by Engineering News Record. The index values shall be calculated in May 31 of each year for the second and third years of this agreement, with the adjustment being the difference of each yearly index value on May 31.

c. The CITY, at its discretion and with the concurrence of the CONTRACTOR, may extend the agreement duration for a period of no more than two (2) years if it is in the best interests of the CITY and if there has been no occurrence of default by the CONTRACTOR during the previous three (3) years.

d. The CONTRACTOR shall submit all bonds and insurance documentation for each contract year; otherwise the CONTRACTOR shall be considered in default of the agreement and the agreement terminated.

2. That the CITY will pay the CONTRACTOR progress payments and the final payment, withholding 10% retention from each payment until after the lien period is over, and less any penalties and charges and in accordance with the method set forth in the Specifications with warrants drawn on the appropriate fund or funds as required, according to the prices as bid and accepted, based upon the Plans and Addenda, as follows: seventy-four thousand, five hundred eighty dollars (74,580.00)

a. In accordance with California Public Contracts Code §22300, CONTRACTOR shall be permitted to substitute securities for any moneys to be withheld by the CITY to ensure performance under this Agreement. At the request and expense of the CONTRACTOR, securities equivalent to the amount withheld shall be deposited with the CITY, or with a state or federally chartered bank as the escrow agent, who shall then pay such moneys to the CONTRACTOR. Upon satisfactory completion of this Agreement and the passage of any requisite lien period without the filing of stop payment notices or suit, the securities shall be returned to the CONTRACTOR. Securities eligible for investment under this section shall include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the CONTRACTOR and the CITY. The CONTRACTOR shall be the beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon.

b. The CITY shall pay the CONTRACTOR the final payment plus any withheld retentions after the requisite lien period has passed provided: (1) no stop payment notices have been filed; (2) the CONTRACTOR is not in default hereunder; and (3) the work has been satisfactorily completed.

3. CONTRACTOR reserves the right to modify said plans and specifications as construction progresses should unforeseen conditions occur, providing written approval is first obtained from the CITY'S Engineer and appropriate adjustments are made to the contract price. CITY reserves the right to make reasonable modifications to the plans and specifications whenever field conditions and/or public safety require such modifications. In addition, the CITY may make changes in this agreement or the plans and specifications in the course of construction to bring the completed work into compliance with environmental requirements or standards established by state or federal statutes and regulations enacted after the agreement has been awarded or entered into. The CONTRACTOR shall be paid for the changes in accordance with paragraph 22.

This agreement may be terminated for environmental considerations at the discretion of the CITY. Notice of termination of this Agreement shall be given in writing to CONTRACTOR, and shall be sufficient and complete when same is deposited in the United States mail postage prepaid and certified, addressed as set forth in paragraph 34 of this Agreement. The Agreement shall be terminated upon receipt of the Notice of Termination by CONTRACTOR. If CITY should terminate this Agreement, the CONTRACTOR shall be compensated for all work satisfactorily performed prior to time of receipt of cancellation notice, and shall be compensated for materials ordered by the CONTRACTOR or his employees, or services of others ordered by the CONTRACTOR or his employees prior to receipt of notice of cancellation whether or not such materials or final instruments of services of others have actually been delivered, provided that the CONTRACTOR or employees are not able to cancel such orders for materials or services of others. Compensation for the CONTRACTOR in the event of cancellation shall be determined by the CITY Engineer in accordance with the percentage of project completed and agreed to by the CONTRACTOR. In the event of cancellation, all notes, sketches, computations, drawings and specifications, or other data, whether complete or not, produced through the time of the CITY's last payment shall be relinquished to the CITY. The CITY may, at its own expense, make copies or extract information from any such notes, sketches, computations, drawings, and specifications, or other data whether complete or not.

4. The CITY'S Engineer and inspector shall inspect all of the improvements to be accepted for maintenance by the CITY. All improvements shall be inspected for compliance with CITY standards, plans, and specifications.

5. CONTRACTOR shall allow CITY'S duly authorized representatives access to the work at all times and shall furnish them with every reasonable facility for ascertaining that the methods, materials, and workmanship comply with the requirements and intent of the approved plans. CITY may reject defective work and require its repair, replacement, or removal by CONTRACTOR, all at the CONTRACTOR'S sole cost.

6. CITY shall not be required to exonerate any surety, release any security relating to satisfactory completion of the improvements until acceptance of proposed public improvements by the CITY or, in the case of improvements which will not be dedicated to and accepted by CITY, until the improvements have passed final inspection by CITY. In addition, release of security or exoneration of sureties will be predicated upon the receipt of required maintenance and/or warranty agreements and security therefor.

7. No improvement shall be accepted by the CITY unless and until it is free of all liens and encumbrances, and free of all material defects and conditions which may create a hazard to the public health, safety, or welfare. In addition, all properties, rights-of-way, easements, and other interests to be dedicated to the CITY shall be, before acceptance thereof by the CITY, free and clear of all liens and encumbrances of any kind or character whatsoever and free of any and all material defects and conditions creating a hazard to public health or public safety.

8. Time is of the essence of each and every provision of this Contract.

9. CONTRACTOR will pay, and will require all SUBCONTRACTORS to pay, all workers on the work a salary or wage at least equal to the prevailing rate of per diem wages for such work as set forth in the wage determinations and wage standards applicable to this work, a copy of which is on file with the City Clerk. A copy of the prevailing rate of per diem wage shall be posted at the job site. CONTRACTOR shall forfeit to the CITY, as a penalty, TWENTY- FIVE DOLLARS ($25.00) for each calendar day or portion thereof for each worker paid (either by CONTRACTOR or any SUBCONTRACTORS) less than the prevailing rate set forth herein on the work provided for in the contract, all in accordance with section 1775 of the Labor Code of the State of California.

10. CONTRACTOR agrees that in the performance of this Contract, not more than eight (8) hours shall constitute a day's work, and the CONTRACTOR shall not require more than eight (8) hours of labor in a day from any person employed by CONTRACTOR hereunder, except as provided in the Labor Code of the State of California. CONTRACTOR shall conform to Article 3, Chapter 1, Part 7 (Section 1810, et seq.) of the Labor Code of the State of California, and it is agreed that the CONTRACTOR shall forfeit to the CITY as a penalty the sum of TWENTY-FIVE DOLLARS ($25.00) for each worker employed in the execution of this Contract by the CONTRACTOR or any SUBCONTRACTOR for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in violation of said Article.

11. CONTRACTOR shall comply with applicable provisions of §1777.5 of the Labor Code for all apprenticeable occupations. In the event CONTRACTOR willfully fails to comply with the applicable provisions of §1777.5, CONTRACTOR shall forfeit as a civil penalty the sum of FIFTY DOLLARS ($50.00) for each calendar day of non-compliance, which money may be withheld by CITY pursuant to the provisions of Labor Code §1777.7.

12. CONTRACTOR shall comply with the applicable provisions of §1773.8 of the Labor Code regarding the payment of travel and subsistence payments to each worker necessary to execute the work.

It shall be the responsibility of the CONTRACTOR to insure compliance with this section 12. Each CONTRACTOR and SUBCONTRACTOR shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONTRACTOR in connection with the work described herein. The CONTRACTOR shall comply with each and every provision of Labor Code Section 1776 pertinent to said records as well as any other records governed by said Section 1776, including, but not limited to, providing copies of payroll records to employees and to the CITY, advising the CITY of the location of said records, preserving the confidentiality of the identities of individual employees, and complying with the penalty provisions of Section 1776. Specifically, in the event that the CONTRACTOR'S noncompliance with Section 1776 is evident after the ten-day period specified in subparagraph (f) of Section 1776, CONTRACTOR shall pay, as a penalty, to the CITY $25 for each calendar day or portion thereof for each worker until strict compliance is effectuated.

13. CONTRACTOR agrees to complete the work within **1,095** CALENDAR DAYS from the date of issuance of the Notice to Proceed (or approved extensions thereof) and to the entire satisfaction of the CITY before final payment is made. The CONTRACTOR is required to give at least one day's advance notice of the date upon which work is commenced and the date upon which the work is to be completed.

14. It is agreed that CONTRACTOR'S failure to complete the work within the time allowed will result in damages being sustained by the CITY. Such damages are, and will continue to be, impracticable and extremely difficult to determine. For each consecutive calendar day in excess of the time specified, as adjusted in accordance with standard specifications, for completion of the work the CONTRACTOR shall pay to the CITY, or have withheld from moneys due it, the sum as stipulated in the special provisions as liquidated damages. Progress payments made after the scheduled completion date shall not constitute a waiver of liquidated damages.

15. CONTRACTOR 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 will not be tolerated.

Consistent with CITY'S policy that harassment and discrimination are unacceptable

employer/employee conduct, CONTRACTOR agrees that harassment or discrimination directed toward a job applicant, a City employee, or a citizen by CONTRACTOR or CONTRACTOR'S employee or subcontractor on the basis of race, religious creed, color, national origin, ancestry, physical or mental disability, marital status, pregnancy, sex, age, sexual orientation or other prohibited basis will not be tolerated. CONTRACTOR agrees that any and all violation of this provision shall constitute a material breach of the Agreement.

16. CITY may withhold, or on account of later discovered evidence, nullify all or part of any certification made to the CONTRACTOR by the CITY as to the amount determined to be due the CONTRACTOR, to such extent and period of time only as may be necessary to protect the CITY from loss on account of: defective work not remedied; claims filed or reasonable evidence indicating probable filing; failure to properly pay SUBCONTRACTORS or for material or labor; reasonable doubt that the work cannot be completed for the balance remaining; damage to third party, damage to property because of any defective works.

17. CITY shall have the option to require additional testing. However, in the event the results indicate defective work or materials, CONTRACTOR shall pay the costs of such tests and an appropriate change order shall be issued.

18. CONTRACTOR agrees that when work involves digging trenches or other excavations that extend deeper than four feet below the surface, that the CONTRACTOR shall promptly notify the public entity in writing, before conditions are disturbed, of any of the following:

a. Material that the CONTRACTOR believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

b. Subsurface or latent physical conditions at the site differing from those indicated.

c. 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.

In the event that a dispute arises between the CITY and the CONTRACTOR as to whether the conditions materially differ or involve hazardous waste, or cause a decrease or increase in the CONTRACTOR's cost of, or time required for, performance of any part of the work, the CONTRACTOR shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The CONTRACTOR shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the CONTRACTOR and CITY.

This section of the Contract is referenced to Public Contract Code Section 7104.

19. CONTRACTOR shall, prior to the execution of the contract, furnish two bonds in a form approved by the CITY, one in the amount of One Hundred Percent (100%) of the contract price to guarantee the faithful performance of the work, and one in the amount of One Hundred Percent (100%) of the contract price to guarantee payment of all claims for labor and materials furnished. This contract shall not become effective until such bonds are supplied to and approved by the CITY.

20. To the extent permitted by law, CONTRACTOR shall indemnify, hold harmless, release and defend CITY, its officers, employees and agents from and against any and all actions, claims, demands, damages, disability, losses, expenses including attorney's fees and other defense costs or liabilities of any nature that may be asserted by any person or entity including CONTRACTOR from any cause whatsoever including another's concurrent negligence arising out of or in any way connected with the activities of CONTRACTOR, his SUBCONTRACTOR, employees and agents hereunder and regardless of CITY's passive negligence. CONTRACTOR shall be solely responsible and save CITY harmless from all matters relative to payment of his employees including compliance with Social Security, withholding, etc.

This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable by or for CONTRACTOR under Worker's Compensation, disability or other employee benefit acts, acceptance of insurance certificates required under this agreement, or the terms, applicability or limitations of any insurance held by CONTRACTOR.

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

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

a. Worker's Compensation insurance to cover its employees and the CONTRACTOR shall require all SUBCONTRACTORS similarly to provide Worker's Compensation insurance as required by the Labor Code of the State of California for all of the SUBCONTRACTOR'S employees. All Workers' Compensation policies shall be endorsed with the provision that it will not be cancelled without first giving thirty (30) days prior notice to the CITY.

In the event any class of employees engaged in hazardous work under this Contract is not protected under Workers' Compensation Statutes, the CONTRACTOR shall provide, and shall cause all SUBCONTRACTORS to provide, adequate and suitable insurance for the protection of its

employees not otherwise protected. Such policy must be acceptable to CITY and shall provide that it will not be cancelled without first giving thirty (30) days notice to CITY.

CONTRACTOR'S worker's compensation insurance shall include the following language: "All rights of subrogation are hereby waived against the CITY of BENICIA, its officers and employees when acting within the scope of their appointment or employment."

b. General Liability insurance including bodily injury and property damage insurance for all activities of the CONTRACTOR and its SUBCONTRACTORS arising out of or in connection with this contract, written on a comprehensive general liability form including, but not limited to, Broad Form Property Damage, blanket contractual, completed operations, vehicle coverage, products liability and employers non-ownership liability coverage in an amount no less than $1 million dollars combined, single limit personal injury and property damage for each occurrence. The completed operations and product liability insurance shall continue for not less than 365 days following acceptance of the work by CITY. Each such policy shall be endorsed with the following language:

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

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

(3) The insurance provided herein is primary and no insurance held or owned by the City of Benicia shall be called upon to contribute to a loss.

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

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

CONTRACTOR shall submit to CITY documentation of the required insurance including a Certificate of Insurance on the City of Benicia form, a copy of which is attached as Exhibit "A", signed by the insurance agent and companies named as well as properly executed endorsements, in the form attached as Exhibits "B", "C", and "D" for the additional coverages required hereunder, signed by the named insurance agent.

c. To the extent the following described damage is not covered by insurance, the CONTRACTOR shall be responsible for the cost of repairing or restoring damage to the work ("the

costs"), which damage occurs prior to acceptance of the work by the CITY and the damage is determined to be proximately caused by an act of God.

(1) Notwithstanding anything to the contrary stated herein, if said act of God constitutes an earthquake in excess of a magnitude of 3.5 on the Richter Scale and/or tidal waves, the CONTRACTOR shall be responsible for the costs in the amount of 5% of the amount paid to the CONTRACTOR hereunder.

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

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

e. Any deductible or self-insured retentions must be declared to and approved by CITY. At the option of CITY insurer shall reduce or eliminate such deductible or self-insured retention as respects CITY, it officers and employees or CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigation, claims, administration and defense expenses.

22. Only the CITY's Engineer has the authority to allow changed or extra work which will result in additional cost to CITY. Any work done without proper authorization shall not render CITY liable to CONTRACTOR and CONTRACTOR shall not be entitled to any payment whether by means of restitution, quantum meruit or otherwise. In the event extra or changed work is duly authorized by the CITY, but agreement regarding payment is not reached with the CONTRACTOR, the CITY can, at its discretion, order CONTRACTOR to proceed with the work and CONTRACTOR shall proceed with work subject to resolution of the dispute at a later date. In the event Specifications or other documents are incorporated into this agreement which provide for procedures pertinent to changed or extra work, those other documents shall control.

23. In the event that the work is not completed to the satisfaction of CITY within the time specified by this agreement, CITY, in addition to any other remedy at law or equity, may complete such work with its own forces or by contract.

24. Neither the final certificate of payment nor any provision in the contract nor partial or entire use of the improvements embraced in this contract by the CITY or the public shall constitute an acceptance of work not done in accordance with the contract or relieve the CONTRACTOR of liability in respect to any warranties or responsibility for faulty materials or workmanship. The CONTRACTOR shall promptly remedy any defects in the work and materials and pay for the costs of any damages resulting therefrom which shall appear within a period of twelve (12) months from the date of final acceptance of the work. The CITY will give notice of defective materials and work

with reasonable promptness. Before requesting acceptance of the project, the CONTRACTOR shall execute the attached guarantee that all work shall be free from defects in material and workmanship for a period of at least one year after acceptance of the work. CONTRACTOR shall also post a guarantee bond or security in an amount of not less than 10% of the contract amount assuring corrective work required during the guarantee period. For purposes of determining the amount of the guarantee bond, "contract amount" shall mean the entire amount paid by the CITY to the CONTRACTOR under this agreement, including but not limited to, the bid amount and any change orders.

25. No material, supplies, or equipment to be installed or furnished under this contract shall be purchased subject to any chattel mortgage or under a conditional sale, lease-purchase or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. The CONTRACTOR shall warrant good title to all materials, supplies, and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same together with all improvements and appurtenances constructed or placed thereon by him to the CITY free from any claims, liens, or charges. Neither the CONTRACTOR nor any person, firm or corporation furnishing any material or labor for any work covered by this contract shall have any right to a lien upon any improvement or appurtenance thereon. Nothing contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor to recover under any bond given by the CONTRACTOR for their protection or any rights under any law permitting such persons to look to funds due the CONTRACTOR in the hands of the CITY. The provisions of this paragraph shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

26. The CONTRACTOR shall be solely responsible and save CITY harmless for all matters relating to the payment of his/her employees, including compliance with social security, withholding and all other regulations governing such matters.

27. This Contract by reference includes the Notice Inviting Bids, Bidder's Proposal, Affidavits, Plans and Specifications, Addenda if any, and Contract Bonds, all as the term "Contract" is defined in the Specifications. All documents forming the complete contract are intended to integrate so that any condition or work called for in and one and not mentioned in another shall be executed as if mentioned in all documents and set forth in the drawings. However, in the event of any inconsistencies between such other documents and provisions of this contract, the provisions of this contract shall prevail.

28. CONTRACTOR or its SUBCONTRACTOR(S) offers and agrees to assign to the CITY all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to this Contract or any subcontract. This assignment shall be made and become effective at the time the CITY tenders final payment to the CONTRACTOR, without further acknowledgment by the parties.

29. Any bidder or CONTRACTOR not properly licensed with the State of California shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors State License Board.

30. Pre-Litigation Meet and Confer and Claims Procedures.

a. All claims shall be in writing, addressed and delivered as per paragraph 35, and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. The claims procedures set forth herein are supplementary to other claims procedures provided for herein (e.g., change orders), but in terms of preserving the CONTRACTOR'S rights to pursue any claims by litigation, CONTRACTOR must comply with these claim procedures described in this paragraph 31 or CONTRACTOR shall be deemed to have conclusively waived and abandoned his/her/its rights to pursue any claim for which these procedures were not followed.

b. "Claim" means a separate demand by the CONTRACTOR for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of the CONTRACTOR pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the CITY.

c. For claims of less than $50,000, the CITY shall respond in writing to a claim within forty-five (45) days of the receipt of the claim, or may request in writing, within thirty (30) days of the receipt of a claim, any additional documents supporting the claim or relating to defenses or claims the CITY may have against the CONTRACTOR. The CONTRACTOR shall supply the requested documentation within fifteen (15) days of the request therefor. The CITY'S written response to the claim, as further documented, shall be submitted to the CONTRACTOR within fifteen (15) days after receipt of the further documentation.

d. For claims above $50,000 and up to $375,000, the CITY shall respond in writing to all written claims within sixty (60) days of receipt of the claim, or may request in writing within thirty (30) days of receipt of the claim, any additional documentation needed to support the claim or relating to any defenses or claims the CITY may have against the CONTRACTOR. The CONTRACTOR shall deliver the requested documentation to the CITY within thirty (30) days after the receipt of the request therefor. The CITY'S written response to the claim, as further documented, shall be submitted to the CONTRACTOR within thirty (30) days after receipt of the further documentation.

e. If the CONTRACTOR disputes the CITY's written response, or the CITY fails to respond within the time prescribed, the CONTRACTOR may so notify the CITY, in writing, either within fifteen (15) days of receipt of the CITY's response or within fifteen (15) days of the CITY's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the CITY shall schedule a meet and confer conference within thirty (30) days for settlement of the dispute.

If the meet and confer process does not produce an agreement, the CONTRACTOR may file a claim in accordance with Public Contracts Code 20104.2(e).

31. This Agreement shall inure to the benefit of, and be binding upon, the successors in interest, legal representatives, trustees, and permitted assigns of either party.

32. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to included terms and a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure, section 1856. No modification hereof shall be effective unless and until such modification is evidenced by a writing signed by all parties to this Agreement.

33. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. After receipt of a demand for assurance, either party's failure to provide within a reasonable time but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances is a repudiation of this Agreement by that party. Acceptance of any improper delivery of service or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance.

34. All notices permitted or required hereunder shall be addressed as follows and shall be deemed delivered upon the posting the notice first class, U.S. mail, postage prepaid:

If to the CITY:
Dan Schiada, Director of Public Works
City of Benicia
250 East L Street
Benicia, CA 94510

If to the CONTRACTOR:
James A. Wagner, VP Engineering
Republic Intelligent Transportation Services, Inc.
371 Bel Marin Keys Boulevard, No. 200
Novato, California 94949-5699

35. The term of this Agreement shall commence on the effective date and shall expire **three** years after the effective date of this Agreement unless sooner terminated pursuant to the terms of this Agreement.

The Agreement may be terminated, prior to expiration of its term, by the written mutual agreement of the parties. Upon at least ten (10) days notice, CITY reserves the right to terminate this Agreement prior to its expiration date in the event:

a. Of any material breach by CONTRACTOR of the Agreement.

b. If CONTRACTOR fails to comply with any provision of the Agreement. In the event CONTRACTOR shall default in the performance of any of the terms, covenants, or conditions herein, CITY shall give written notice to CONTRACTOR to commence within thirty (30) days the work or action necessary to cure such default, and if CONTRACTOR fails to comply with such notice, or after such beginning shall not prosecute the same with due diligence to completion, then the City Council may declare this Agreement forfeited.

An amendment to this Agreement integrates all terms and conditions in connection with the Agreement and supersedes all negotiations and prior understandings, either oral or in writing, in respect to the subject matter of this Agreement.

A modification of this Agreement shall not be modified except by written agreement of the parties.

36. This Agreement shall be construed in accordance with the law of the State of California. Venue shall be in the County of Solano.

[SIGNATURES ON FOLLOWING PAGE]

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

Republic Intelligent Transportation Services, Inc.
~~[NAME OF CONTRACTOR]~~

BY: [signature]

DATED: 12/18/2008

(Attach Notary Acknowledgement)

CITY OF BENICIA

BY: [signature]
City Manager

DATED: 01/06/09

RECOMMENDED FOR APPROVAL

[signature]
Director of Public Works

APPROVED AS TO FORM

[signature]
City Attorney

Attachments: Exhibits "A", "B", "C" and "D"
Performance and L & M Bonds (Construction)
Guarantee

EXHIBIT A
SCOPE OF WORK

CITY OF BENICIA
STREET LIGHTING MAINTENANCE AND REPAIR SERVICES SPECIFICTIONS

1.0 SCOPE OF SERVICES

Street Lighting Services Contractor shall furnish all labor, supervision, equipment, parts and materials, and perform all work necessary to maintain and repair all the street light installations and associated equipment within the City limits. Contractor shall at all times maintain a force of trained, qualified street light maintenance employees sufficient to perform the work required and as described herein. The force of qualified employees shall be sufficient to respond to emergency calls, which may be received from time to time, and to promptly make temporary and permanent repairs as needed.

The Contractor shall provide adequate shop facilities, spare street light components, a shop equipped to operationally test a complete street light assembly for an extended period, maintenance vehicles with cell phone dispatch, tools, inventory, and testing equipment to accomplish such work.

The Contractor shall have experience for the past five consecutive years in street light maintenance for at least five cities, and owning the required equipment. The Contractor shall provide a street light maintenance technician with a minimum of five years experience in street light repairs during the entire term of the contract to perform Contractor's services. Contractor shall provide equipment in an excellent state of repair and present a professional appearance with company logo and phone number prominently displayed. All employees shall wear uniforms or distinctive clothing identifying them as employees of their respective company.

All workmanship, equipment, parts, materials, and articles incorporated in the work shall be the best grade of their respective kind and for their purpose, unless specially directed otherwise by the City.

A street light installation and or repair may include, but is not limited to: streetlight poles and fixtures, including changing bulbs, photocells, fuses, repair splices, replace hand hole covers, repair of electrical conduit and pull boxes and associated service pedestals.

2.1 SPECIFIED SERVICES

Services to be Provided by Contractor:

A. General Maintenance

Contractor shall provide all labor, supervision, vehicles, equipment, materials, parts, shop availability, and tools necessary to accomplish the hereinafter-described work:

Includes all operations and services necessary to keep all streetlights operational. Consists of the call center, general overhead, all equipment, and qualified personnel to replace all components of inoperative light fixtures including fixtures, ballasts, starters, igniters, fuses, lenses, reflectors, connective wiring, and brackets that have failed due to normal age and or deterioration. General maintenance also includes the replacement of the entire luminaire if necessary, general cleaning of all components of the fixture during any service, and trimming of branches within three feet of the luminaire. This category does not include the addition of new fixtures where no fixture currently exists. Such work shall be treated as extra work and separately priced at the time it is requested. The City may at any time determine that it is either required or it is in the best interests of the City to bid out these items.

Routine replacement of failed lamps (bulbs) and photocells, ballasts, starters, igniters, standard lenses and reflectors. Includes the provision of appropriately trained personnel, equipment, and overhead equipment necessary to routinely replace lamps, photocells, and other streetlight components, cleaning of the lenses as necessary in conjunction with the service, replacement of lenses that are discolored or damaged, trimming of branches within three feet of the lamp that may interfere with the projection of illumination on the street, and general cleaning of the fixture to remove any foreign material such as nests. Price is to be expressed in cost per lamp per year. Price should include operation of a call center and the preparation of monthly performance reports.

Call center. Contractor must detail the procedure they will provide for the reporting of outages from all potential sources. The call center is viewed as a vital component of the operation not only because it must schedule the work based on input from multiple sources but also because as the primary customer contact, it will set and manage customer expectation. It also collects performance data and prepares reports as required by the City.

A dedicated call center that creates a computer based record of all lamps including pole number, nearest address, lamp type, and service history and logs all calls and provides status/completion records of all service requests. The Contractor will provide customer call backs at any time they are not able to meet the minimum five business day response time.

B. Preventative Maintenance

Contractor will be responsible for the maintenance and repair of streetlight poles and fixtures, including changing bulbs, photocells, fuses, repair splices, replace hand hole covers, repair of electrical conduit and pull boxes and associated service pedestals. Contractor will maintain all streetlights owned by the City in an operable, safe condition. All reported inoperable lights will be serviced in five working days or less. The five

working days shall be measured beginning the first full day following receipt of the outage report, receipt of a batch list or from a set day on which work generally will be performed.

Contractor will be responsible for the preventive maintenance of the entire streetlight system. Contractor will provide schedule preventive maintenance inspections, which include repairing faulty wiring, replacing entire fixtures, remove and replace damaged poles and re-lamping of all luminaries on a five-year schedule.

Contractor will provide a full range of street lighting maintenance services which include 24 hour toll free call center operation, replacement or service of all lighting components with like or better components, monthly reports of all work performed, proper disposal of all materials, scheduled preventative maintenance inspections of all lights or proper operation on a quarterly basis, and support for any modernization or system upgrade programs.

Provide all equipment, trained personnel, and supplies necessary to provide timely services to all out of service lights. Provide a feedback mechanism to keep the City informed on the status of services. When necessary, coordinate with the local utility for services that are required to perform street light maintenance and repairs.

The contractor shall be knowledgeable of matters pertaining to street lighting such as energy efficiency, light pollution and applicable ordinances, types of lighting and their applications, and the latest technology.

Provide quarterly or more frequent nighttime inspections of all streetlights in the City.

C. Service Calls

The Contractor shall provide response and repair service twenty-four hours a day, seven days a week, including holidays. When contacted by the City to correct a street light malfunction or knockdown, Contractor shall respond within the response times shown hereafter, and Contractor shall immediately provide City the cell phone number of the lead person who is responding to any emergency response request.

Contractor will provide 24-hour toll free call center operation for emergencies resulting in knockdown, disconnecting and securing live conductors, and tree trimming for poorly visible or poor fixture components.

Upon completion of emergency work, the Contractor shall contact the City and inform the City that the emergency work has been completed. The City contact number is (707) 746-4296.

When notified by City to repair a malfunctioning or out-of-order street light installation, Contractor shall respond to correct the malfunction or failure within the response time specified herein above.

Contractor shall provide City a twenty-four hour attended telephone number for City to call to request emergency response service. This work consists of the Contractor dispatching qualified personnel and appropriate labor, supervision, equipment, tools, parts and materials to restore street light operation. Contractor is to provide response to malfunction or failed street lights within two hours from the time the City notifies the Contractor. This work includes restoring normal operation of any street light installation covered by the contract within five working days or less of being notified to do so.

D. Optional Services

Installation of new streetlight locations, paint poles, and remove debris from utility lines.

The City may seek additional quotes for this work as may be required. Includes installation of new poles (wood, steel, or aluminum) and standard or decorative fixtures, and the conversion of existing fixtures from existing to new type to be determined. Should the City request such work it will be based on the estimates provided or some other price as agreed to in advance by both parties.

City shall make no payment to Contractor for any additional services unless such services and payment amount have been mutually agreed to and that the contract has been formally amended.

(i) Contractor shall not commence any work or services exceeding the Scope of Services without prior written authorization from City. Contractor's failure to obtain a formal amendment to the contract authorizing additional services shall constitute a waiver of any and all right to compensation for such work or services.

(ii) If Contractor believes that any work City has directed Contractor to perform is beyond the scope of the contract and constitutes additional services, Contractor shall promptly notify City of this fact before commencing the work. City shall make a determination as to whether such work is beyond the scope of the contract and constitutes additional services. If City finds that such work does constitute additional services, City and Contractor shall execute a formal amendment to the contract, authorizing the additional services and stating the amount of any additional compensation to be paid.

(iii) Extra Work. The City may request certain extra work within certain total contract expenditure limits by the selected Contractor. Examples would include the retrofit of existing lights with newer updated fixtures and or the addition of fixtures in new locations.

(iv) Compensation for Scheduled Extra Work or for Emergency Response Extra Work shall be either in accordance with a pre-approved agreed upon price for the work or on a time and materials basis using Caltrans Force Account Method of Payment Section 9-1.03. It is anticipated that the Contractor owns all

equipment necessary to perform the work and therefore no additional payment will be made for equipment rental. Should equipment rental equipment become necessary due to emergency conditions, City will not pay any rental rate over and above the Caltrans Equipment Rental Rates.

The City will pay for repairs under this section when such repairs are necessary as a result of damaged streetlights resulting from vehicular collisions, acts of God, and malicious damage or for replacements

E. Records

a. The Contractor shall maintain a legible record of all service calls, repairs, and pertinent data pertaining to each individual streetlight.

b. The Contractor shall keep City provided with malfunctioning street light list. Only the City shall authorize alterations. The Contractor may make changes required on a temporary basis due to maintenance operations, such as wiring, but must inform the City before making such change.

c. Contractor shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under the contract and shall make such documents and records available to City for inspection at any reasonable time. Contractor shall maintain such records for a period of not less than five years following completion of work hereunder.

F. Monthly Maintenance Report

Monthly, together with Contractor's monthly invoice to City, Contractor shall submit a Maintenance Report to the City covering the billing period, which is being invoiced. This report shall contain, as a minimum, the following information on every street light repaired:

a. Time and date the maintenance work was performed.
b. All pending repair work needed at each streetlight.
c. Date the service calls were received by Contractor, response time, and number of hours spent for each repair.
d. A complete record of all work that was performed on the street light equipment during the time period covered by the report, including the make and model of any replacement or newly installed component at each street light.
e. Detail cost break down for non-routine work as required.
f. The report shall detail all outages, date and time the outage was reported, manner reported, nature of the service and date and time of the service.

G. Consultations

The Contractor shall designate a representative for the Contractor's organization, who shall be available to the City for consultation. This consultation shall consist of cost estimates for street light repairs, accident damage repairs, and replacement of obsolete or deteriorated streetlights, and recommendations on anticipated changes in street light installations. The Contractor shall furnish the name, address, and telephone number of the Contractor's representative to the City.

H. Spare Materials, Spare Parts, and Equipment Availability

The Contractor shall maintain adequate storage and shop repair facilities to perform all work, including a sufficient stock of spare parts, poles, and street light equipment to effect permanent repairs to the system within a thirty (30) day period. Failure to effect permanent repairs to the system within this time limit shall be sufficient cause for the City to authorize repairs to be completed by others. Repetitive failure, as determined by the City, to make permanent repairs with the designated time period listed above, shall be sufficient cause to cancel the contract. If requested by City, Contractor shall purchase materials, services, components or articles for City for the use at City street light installations. Contractor shall be repaid for such purchased items as material purchases for Service Call work.

The Contractor shall be responsible for furnishing all spare street light components necessary to maintain the continued safe, efficient operation of the street lights whenever the original unit is withdrawn for maintenance, repair or modification. All component parts of each system shall be maintained at all times to perform the functions for which they are designated, unless authorized to the contrary by the City. All component parts of any streetlight removed for repairs shall be replaced immediately upon the completion of servicing or repairs.

Ensure all waste materials generated from the maintenance program are recycled or properly disposed of in accordance with all applicable laws and regulations.

I. Shipping Related Shop Services

The cost of shipping or delivering fixtures, poles and street light components, or other street light installation related articles and components from the Contractor's shop to City shall be included in the invoice City pays to Contractor.

J. Traffic Control

Contractor shall furnish, erect and maintain sufficient labor, supervision, warning devices, signs, flagmen and barricades necessary to provide the public adequate warning of Contractor's preventative maintenance, routine maintenance, and response activity, whenever necessary.

2.2 PERFORMANCE STANDARD

Contractor shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Contractor's trade. If City determines that any of Contractor's work is not in accordance with such level of competency and standard of care, City, in its sole discretion and in addition to any other remedies provided herein or by law, shall have the right to do any or all of the following:

a. require Contractor to meet with City to review the quality of the work and resolve matters of concern;

b. require Contractor to repeat the work at no additional charge until it is satisfactory to the City; or

c. terminate this contract in accordance with the Construction Agreement.

2.3 KEY PERSONNEL

Any and all persons identified in the contract performing work hereunder are deemed by City to be key personnel whose services were a material inducement to City to enter into this contract, and without whose services City would not have entered into this contract. Contractor shall not remove, replace, substitute or otherwise change any key personnel without the prior written consent of City.

2.4 ASSIGNED PERSONNEL

Contractor shall assign only competent personnel to perform the work hereunder. In the event that at any time City, in its sole discretion, desires the removal of any person or persons assigned by Contractor to perform work hereunder, Contractor shall remove such person or persons immediately upon receiving notice from City.

2.5 SERVICES TO BE PROVIDED BY CITY

City may add street light installations to or delete them from the list.

3.0 INVOICING AND PAYMENT

3.1 Notwithstanding anything to the contrary herein, for all of the services shown in herein which are to be performed by Contractor (including, without limitation, all tools, equipment, labor, supervision, parts and materials), City agrees to pay, and Contractor agrees to accept compensation.

3.2 Contractor shall submit monthly invoices for the services performed during the preceding period. Invoices or billings must be submitted in duplicate and must indicate the hours actually work completed. City shall approve or disapprove said invoice or billing within thirty days following receipt thereof and shall pay all approved invoices and billings within thirty days.

3.3 City Business License

The Contractor shall obtain a city business license before commencing work, renewing it each contract year.

Public Works FILE 2008 TCD Contract

CONSTRUCTION CONTRACT

This agreement ("Agreement") entered into October 20, 2008, is between the City of Benicia, a municipal corporation (hereinafter "CITY"), and Republic Intelligent Transportation Services, Inc., a California corporation, with its primary office located at 371 Bel Marin Keys Boulevard, No. 200, Novato, CA 94949-5699 (hereinafter "CONTRACTOR") (collectively, "the Parties").

RECITALS:

That for and in consideration of the promises and agreements hereinafter made and exchanged, the CITY and the CONTRACTOR agree as follows:

1. That the CONTRACTOR will furnish all labor, materials, equipment, tools, transportation, services, appliances, and appurtenances for **FY 2008 to 2011 Traffic Control Device Maintenance and Repair Services**, (sometimes referred to as "the work") in accordance with the Plans and Specifications therefor, adopted by the City Council of the above CITY as prepared by city, and in full accord with the provisions of the federal, state and local codes, including all addenda and approved change orders.

a. The term of the agreement is three (3) years subject to termination by the CITY, if it is determined by the CITY in its sole discretion that it is in the best interests of the CITY or default by the CONTRACTOR.

b. All unit prices, including mobilization costs, shall be adjusted each year by the annual percent change (increase or decrease) of the Construction Cost Index (for 20 US Cities and Canada) published by Engineering News Record. The index values shall be calculated in May 31 of each year for the second and third years of this agreement, with the adjustment being the difference of each yearly index value on May 31.

c. The CITY, at its discretion and with the concurrence of the CONTRACTOR, may extend the agreement duration for a period of no more than two (2) years if it is in the best interests of the CITY and if there has been no occurrence of default by the CONTRACTOR during the previous three (3) years.

d. The CONTRACTOR shall submit all bonds and insurance documentation for each contract year; otherwise the CONTRACTOR shall be considered in default of the agreement and the agreement terminated.

2. That the CITY will pay the CONTRACTOR progress payments and the final payment, withholding 10% retention from each payment until after the lien period is over, and less any penalties and charges and in accordance with the method set forth in the Specifications with warrants drawn on the appropriate fund or funds as required, according to the prices as bid and

accepted, based upon the Plans and Addenda, as follows: forty-nine thousand, seven hundred and fifty two dollars (49,752.00).

a. In accordance with California Public Contracts Code §22300, CONTRACTOR shall be permitted to substitute securities for any moneys to be withheld by the CITY to ensure performance under this Agreement. At the request and expense of the CONTRACTOR, securities equivalent to the amount withheld shall be deposited with the CITY, or with a state or federally chartered bank as the escrow agent, who shall then pay such moneys to the CONTRACTOR. Upon satisfactory completion of this Agreement and the passage of any requisite lien period without the filing of stop payment notices or suit, the securities shall be returned to the CONTRACTOR. Securities eligible for investment under this section shall include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the CONTRACTOR and the CITY. The CONTRACTOR shall be the beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon.

b. The CITY shall pay the CONTRACTOR the final payment plus any withheld retentions after the requisite lien period has passed provided: (1) no stop payment notices have been filed; (2) the CONTRACTOR is not in default hereunder; and (3) the work has been satisfactorily completed.

3. CONTRACTOR reserves the right to modify said plans and specifications as construction progresses should unforeseen conditions occur, providing written approval is first obtained from the CITY'S Engineer and appropriate adjustments are made to the contract price. CITY reserves the right to make reasonable modifications to the plans and specifications whenever field conditions and/or public safety require such modifications. In addition, the CITY may make changes in this agreement or the plans and specifications in the course of construction to bring the completed work into compliance with environmental requirements or standards established by state or federal statutes and regulations enacted after the agreement has been awarded or entered into. The CONTRACTOR shall be paid for the changes in accordance with paragraph 22.

This agreement may be terminated for environmental considerations at the discretion of the CITY. Notice of termination of this Agreement shall be given in writing to CONTRACTOR, and shall be sufficient and complete when same is deposited in the United States mail postage prepaid and certified, addressed as set forth in paragraph 34 of this Agreement. The Agreement shall be terminated upon receipt of the Notice of Termination by CONTRACTOR. If CITY should terminate this Agreement, the CONTRACTOR shall be compensated for all work satisfactorily performed prior to time of receipt of cancellation notice, and shall be compensated for materials ordered by the CONTRACTOR or his employees, or services of others ordered by the CONTRACTOR or his employees prior to receipt of notice of cancellation whether or not such materials or final instruments of services of others have actually been delivered, provided that the CONTRACTOR or employees are not able to cancel such orders for materials or services of others. Compensation for the CONTRACTOR in the event of cancellation shall be determined by the CITY Engineer in

accordance with the percentage of project completed and agreed to by the CONTRACTOR. In the event of cancellation, all notes, sketches, computations, drawings and specifications, or other data, whether complete or not, produced through the time of the CITY's last payment shall be relinquished to the CITY. The CITY may, at its own expense, make copies or extract information from any such notes, sketches, computations, drawings, and specifications, or other data whether complete or not.

4. The CITY'S Engineer and inspector shall inspect all of the improvements to be accepted for maintenance by the CITY. All improvements shall be inspected for compliance with CITY standards, plans, and specifications.

5. CONTRACTOR shall allow CITY'S duly authorized representatives access to the work at all times and shall furnish them with every reasonable facility for ascertaining that the methods, materials, and workmanship comply with the requirements and intent of the approved plans. CITY may reject defective work and require its repair, replacement, or removal by CONTRACTOR, all at the CONTRACTOR'S sole cost.

6. CITY shall not be required to exonerate any surety, release any security relating to satisfactory completion of the improvements until acceptance of proposed public improvements by the CITY or, in the case of improvements which will not be dedicated to and accepted by CITY, until the improvements have passed final inspection by CITY. In addition, release of security or exoneration of sureties will be predicated upon the receipt of required maintenance and/or warranty agreements and security therefor.

7. No improvement shall be accepted by the CITY unless and until it is free of all liens and encumbrances, and free of all material defects and conditions which may create a hazard to the public health, safety, or welfare. In addition, all properties, rights-of-way, easements, and other interests to be dedicated to the CITY shall be, before acceptance thereof by the CITY, free and clear of all liens and encumbrances of any kind or character whatsoever and free of any and all material defects and conditions creating a hazard to public health or public safety.

8. Time is of the essence of each and every provision of this Contract.

9. CONTRACTOR will pay, and will require all SUBCONTRACTORS to pay, all workers on the work a salary or wage at least equal to the prevailing rate of per diem wages for such work as set forth in the wage determinations and wage standards applicable to this work, a copy of which is on file with the City Clerk. A copy of the prevailing rate of per diem wage shall be posted at the job site. CONTRACTOR shall forfeit to the CITY, as a penalty, TWENTY- FIVE DOLLARS ($25.00) for each calendar day or portion thereof for each worker paid (either by CONTRACTOR or any SUBCONTRACTORS) less than the prevailing rate set forth herein on the work provided for in the contract, all in accordance with section 1775 of the Labor Code of the State of California.

10. CONTRACTOR agrees that in the performance of this Contract, not more than eight (8) hours shall constitute a day's work, and the CONTRACTOR shall not require more than eight (8)

hours of labor in a day from any person employed by CONTRACTOR hereunder, except as provided in the Labor Code of the State of California. CONTRACTOR shall conform to Article 3, Chapter 1, Part 7 (Section 1810, et seq.) of the Labor Code of the State of California, and it is agreed that the CONTRACTOR shall forfeit to the CITY as a penalty the sum of TWENTY-FIVE DOLLARS ($25.00) for each worker employed in the execution of this Contract by the CONTRACTOR or any SUBCONTRACTOR for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in violation of said Article.

11. CONTRACTOR shall comply with applicable provisions of §1777.5 of the Labor Code for all apprenticeable occupations. In the event CONTRACTOR willfully fails to comply with the applicable provisions of §1777.5, CONTRACTOR shall forfeit as a civil penalty the sum of FIFTY DOLLARS ($50.00) for each calendar day of non-compliance, which money may be withheld by CITY pursuant to the provisions of Labor Code §1777.7.

12. CONTRACTOR shall comply with the applicable provisions of §1773.8 of the Labor Code regarding the payment of travel and subsistence payments to each worker necessary to execute the work.

It shall be the responsibility of the CONTRACTOR to insure compliance with this section 12. Each CONTRACTOR and SUBCONTRACTOR shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONTRACTOR in connection with the work described herein. The CONTRACTOR shall comply with each and every provision of Labor Code Section 1776 pertinent to said records as well as any other records governed by said Section 1776, including, but not limited to, providing copies of payroll records to employees and to the CITY, advising the CITY of the location of said records, preserving the confidentiality of the identities of individual employees, and complying with the penalty provisions of Section 1776. Specifically, in the event that the CONTRACTOR'S noncompliance with Section 1776 is evident after the ten-day period specified in subparagraph (f) of Section 1776, CONTRACTOR shall pay, as a penalty, to the CITY $25 for each calendar day or portion thereof for each worker until strict compliance is effectuated.

13. CONTRACTOR agrees to complete the work within 1,095 CALENDAR DAYS from the date of issuance of the Notice to Proceed (or approved extensions thereof) and to the entire satisfaction of the CITY before final payment is made. The CONTRACTOR is required to give at least one day's advance notice of the date upon which work is commenced and the date upon which the work is to be completed.

14. It is agreed that CONTRACTOR'S failure to complete the work within the time allowed will result in damages being sustained by the CITY. Such damages are, and will continue to be, impracticable and extremely difficult to determine. For each consecutive calendar day in excess of the time specified, as adjusted in accordance with standard specifications, for completion of the work the CONTRACTOR shall pay to the CITY, or have withheld from moneys due it, the sum as

stipulated in the special provisions as liquidated damages. Progress payments made after the scheduled completion date shall not constitute a waiver of liquidated damages.

15. CONTRACTOR 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 will not be tolerated.

Consistent with CITY'S policy that harassment and discrimination are unacceptable employer/employee conduct, CONTRACTOR agrees that harassment or discrimination directed toward a job applicant, a City employee, or a citizen by CONTRACTOR or CONTRACTOR'S employee or subcontractor on the basis of race, religious creed, color, national origin, ancestry, physical or mental disability, marital status, pregnancy, sex, age, sexual orientation or other prohibited basis will not be tolerated. CONTRACTOR agrees that any and all violation of this provision shall constitute a material breach of the Agreement.

16. CITY may withhold, or on account of later discovered evidence, nullify all or part of any certification made to the CONTRACTOR by the CITY as to the amount determined to be due the CONTRACTOR, to such extent and period of time only as may be necessary to protect the CITY from loss on account of: defective work not remedied; claims filed or reasonable evidence indicating probable filing; failure to properly pay SUBCONTRACTORS or for material or labor; reasonable doubt that the work cannot be completed for the balance remaining; damage to third party, damage to property because of any defective works.

17. CITY shall have the option to require additional testing. However, in the event the results indicate defective work or materials, CONTRACTOR shall pay the costs of such tests and an appropriate change order shall be issued.

18. CONTRACTOR agrees that when work involves digging trenches or other excavations that extend deeper than four feet below the surface, that the CONTRACTOR shall promptly notify the public entity in writing, before conditions are disturbed, of any of the following:

a. Material that the CONTRACTOR believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

b. Subsurface or latent physical conditions at the site differing from those indicated.

c. 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.

In the event that a dispute arises between the CITY and the CONTRACTOR as to whether the conditions materially differ or involve hazardous waste, or cause a decrease or increase in the CONTRACTOR's cost of, or time required for, performance of any part of the work, the CONTRACTOR shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The CONTRACTOR shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the CONTRACTOR and CITY.

This section of the Contract is referenced to Public Contract Code Section 7104.

19. CONTRACTOR shall, prior to the execution of the contract, furnish two bonds in a form approved by the CITY, one in the amount of One Hundred Percent (100%) of the contract price to guarantee the faithful performance of the work, and one in the amount of One Hundred Percent (100%) of the contract price to guarantee payment of all claims for labor and materials furnished. This contract shall not become effective until such bonds are supplied to and approved by the CITY.

20. To the extent permitted by law, CONTRACTOR shall indemnify, hold harmless, release and defend CITY, its officers, employees and agents from and against any and all actions, claims, demands, damages, disability, losses, expenses including attorney's fees and other defense costs or liabilities of any nature that may be asserted by any person or entity including CONTRACTOR from any cause whatsoever including another's concurrent negligence arising out of or in any way connected with the activities of CONTRACTOR, his SUBCONTRACTOR, employees and agents hereunder and regardless of CITY's passive negligence. CONTRACTOR shall be solely responsible and save CITY harmless from all matters relative to payment of his employees including compliance with Social Security, withholding, etc.

This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable by or for CONTRACTOR under Worker's Compensation, disability or other employee benefit acts, acceptance of insurance certificates required under this agreement, or the terms, applicability or limitations of any insurance held by CONTRACTOR.

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

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

a. Worker's Compensation insurance to cover its employees and the CONTRACTOR shall require all SUBCONTRACTORS similarly to provide Worker's Compensation insurance as required by the Labor Code of the State of California for all of the SUBCONTRACTOR'S employees. All Workers' Compensation policies shall be endorsed with the provision that it will not be cancelled without first giving thirty (30) days prior notice to the CITY.

In the event any class of employees engaged in hazardous work under this Contract is not protected under Workers' Compensation Statutes, the CONTRACTOR shall provide, and shall cause all SUBCONTRACTORS to provide, adequate and suitable insurance for the protection of its employees not otherwise protected. Such policy must be acceptable to CITY and shall provide that it will not be cancelled without first giving thirty (30) days notice to CITY.

CONTRACTOR'S worker's compensation insurance shall include the following language: "All rights of subrogation are hereby waived against the CITY of BENICIA, its officers and employees when acting within the scope of their appointment or employment."

b. General Liability insurance including bodily injury and property damage insurance for all activities of the CONTRACTOR and its SUBCONTRACTORS arising out of or in connection with this contract, written on a comprehensive general liability form including, but not limited to, Broad Form Property Damage, blanket contractual, completed operations, vehicle coverage, products liability and employers non-ownership liability coverage in an amount no less than $1 million dollars combined, single limit personal injury and property damage for each occurrence. The completed operations and product liability insurance shall continue for not less than 365 days following acceptance of the work by CITY. Each such policy shall be endorsed with the following language:

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

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

(3) The insurance provided herein is primary and no insurance held or owned by the City of Benicia shall be called upon to contribute to a loss.

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

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

CONTRACTOR shall submit to CITY documentation of the required insurance including a Certificate of Insurance on the City of Benicia form, a copy of which is attached as Exhibit "A", signed by the insurance agent and companies named as well as properly executed endorsements, in the form attached as Exhibits "B", "C", and "D" for the additional coverages required hereunder, signed by the named insurance agent.

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

(1) Notwithstanding anything to the contrary stated herein, if said act of God constitutes an earthquake in excess of a magnitude of 3.5 on the Richter Scale and/or tidal waves, the CONTRACTOR shall be responsible for the costs in the amount of 5% of the amount paid to the CONTRACTOR hereunder.

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

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

e. Any deductible or self-insured retentions must be declared to and approved by CITY. At the option of CITY insurer shall reduce or eliminate such deductible or self-insured retention as respects CITY, it officers and employees or CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigation, claims, administration and defense expenses.

22. Only the CITY's Engineer has the authority to allow changed or extra work which will result in additional cost to CITY. Any work done without proper authorization shall not render CITY liable to CONTRACTOR and CONTRACTOR shall not be entitled to any payment whether by means of restitution, quantum meruit or otherwise. In the event extra or changed work is duly authorized by the CITY, but agreement regarding payment is not reached with the CONTRACTOR,

the CITY can, at its discretion, order CONTRACTOR to proceed with the work and CONTRACTOR shall proceed with work subject to resolution of the dispute at a later date. In the event Specifications or other documents are incorporated into this agreement which provide for procedures pertinent to changed or extra work, those other documents shall control.

23. In the event that the work is not completed to the satisfaction of CITY within the time specified by this agreement, CITY, in addition to any other remedy at law or equity, may complete such work with its own forces or by contract.

24. Neither the final certificate of payment nor any provision in the contract nor partial or entire use of the improvements embraced in this contract by the CITY or the public shall constitute an acceptance of work not done in accordance with the contract or relieve the CONTRACTOR of liability in respect to any warranties or responsibility for faulty materials or workmanship. The CONTRACTOR shall promptly remedy any defects in the work and materials and pay for the costs of any damages resulting therefrom which shall appear within a period of twelve (12) months from the date of final acceptance of the work. The CITY will give notice of defective materials and work with reasonable promptness. Before requesting acceptance of the project, the CONTRACTOR shall execute the attached guarantee that all work shall be free from defects in material and workmanship for a period of at least one year after acceptance of the work. CONTRACTOR shall also post a guarantee bond or security in an amount of not less than 10% of the contract amount assuring corrective work required during the guarantee period. For purposes of determining the amount of the guarantee bond, "contract amount" shall mean the entire amount paid by the CITY to the CONTRACTOR under this agreement, including but not limited to, the bid amount and any change orders.

25. No material, supplies, or equipment to be installed or furnished under this contract shall be purchased subject to any chattel mortgage or under a conditional sale, lease-purchase or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. The CONTRACTOR shall warrant good title to all materials, supplies, and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same together with all improvements and appurtenances constructed or placed thereon by him to the CITY free from any claims, liens, or charges. Neither the CONTRACTOR nor any person, firm or corporation furnishing any material or labor for any work covered by this contract shall have any right to a lien upon any improvement or appurtenance thereon. Nothing contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor to recover under any bond given by the CONTRACTOR for their protection or any rights under any law permitting such persons to look to funds due the CONTRACTOR in the hands of the CITY. The provisions of this paragraph shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

26. The CONTRACTOR shall be solely responsible and save CITY harmless for all matters relating to the payment of his/her employees, including compliance with social security, withholding and all other regulations governing such matters.

27. This Contract by reference includes the Notice Inviting Bids, Bidder's Proposal, Affidavits, Plans and Specifications, Addenda if any, and Contract Bonds, all as the term "Contract" is defined in the Specifications. All documents forming the complete contract are intended to integrate so that any condition or work called for in and one and not mentioned in another shall be executed as if mentioned in all documents and set forth in the drawings. However, in the event of any inconsistencies between such other documents and provisions of this contract, the provisions of this contract shall prevail.

28. CONTRACTOR or its SUBCONTRACTOR(S) offers and agrees to assign to the CITY all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to this Contract or any subcontract. This assignment shall be made and become effective at the time the CITY tenders final payment to the CONTRACTOR, without further acknowledgment by the parties.

29. Any bidder or CONTRACTOR not properly licensed with the State of California shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors State License Board.

30. Pre-Litigation Meet and Confer and Claims Procedures.

a. All claims shall be in writing, addressed and delivered as per paragraph 35, and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. The claims procedures set forth herein are supplementary to other claims procedures provided for herein (e.g., change orders), but in terms of preserving the CONTRACTOR'S rights to pursue any claims by litigation, CONTRACTOR must comply with these claim procedures described in this paragraph 31 or CONTRACTOR shall be deemed to have conclusively waived and abandoned his/her/its rights to pursue any claim for which these procedures were not followed.

b. "Claim" means a separate demand by the CONTRACTOR for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of the CONTRACTOR pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the CITY.

c. For claims of less than $50,000, the CITY shall respond in writing to a claim within forty-five (45) days of the receipt of the claim, or may request in writing, within thirty (30) days of the receipt of a claim, any additional documents supporting the claim or relating to defenses

or claims the CITY may have against the CONTRACTOR. The CONTRACTOR shall supply the requested documentation within fifteen (15) days of the request therefor. The CITY'S written response to the claim, as further documented, shall be submitted to the CONTRACTOR within fifteen (15) days after receipt of the further documentation.

d. For claims above $50,000 and up to $375,000, the CITY shall respond in writing to all written claims within sixty (60) days of receipt of the claim, or may request in writing within thirty (30) days of receipt of the claim, any additional documentation needed to support the claim or relating to any defenses or claims the CITY may have against the CONTRACTOR. The CONTRACTOR shall deliver the requested documentation to the CITY within thirty (30) days after the receipt of the request therefor. The CITY'S written response to the claim, as further documented, shall be submitted to the CONTRACTOR within thirty (30) days after receipt of the further documentation.

e. If the CONTRACTOR disputes the CITY's written response, or the CITY fails to respond within the time prescribed, the CONTRACTOR may so notify the CITY, in writing, either within fifteen (15) days of receipt of the CITY's response or within fifteen (15) days of the CITY's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the CITY shall schedule a meet and confer conference within thirty (30) days for settlement of the dispute.

If the meet and confer process does not produce an agreement, the CONTRACTOR may file a claim in accordance with Public Contracts Code 20104.2(e).

31. This Agreement shall inure to the benefit of, and be binding upon, the successors in interest, legal representatives, trustees, and permitted assigns of either party.

32. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to included terms and a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure, section 1856. No modification hereof shall be effective unless and until such modification is evidenced by a writing signed by all parties to this Agreement.

33. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. After receipt of a demand for assurance, either party's failure to provide within a reasonable time but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances is a repudiation of this Agreement by that party. Acceptance of any improper delivery of service or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance.

34. All notices permitted or required hereunder shall be addressed as follows and shall be deemed delivered upon the posting the notice first class, U.S. mail, postage prepaid:

If to the CITY: Dan Schiada, Director of Public Works
City of Benicia
250 East L Street
Benicia, CA 94510

If to the CONTRACTOR: James A. Wagner, VP Engineering
Republic Intelligent Transportation Services, Inc.
371 Bel Marin Keys Boulevard, No. 200
Novato, California 94949-5699

35. The term of this Agreement shall commence on the effective date and shall expire three years after the effective date of this Agreement unless sooner terminated pursuant to the terms of this Agreement.

The Agreement may be terminated, prior to expiration of its term, by the written mutual agreement of the parties. Upon at least ten (10) days notice, CITY reserves the right to terminate this Agreement prior to its expiration date in the event:

a. Of any material breach by CONTRACTOR of the Agreement.

b. If CONTRACTOR fails to comply with any provision of the Agreement. In the event CONTRACTOR shall default in the performance of any of the terms, covenants, or conditions herein, CITY shall give written notice to CONTRACTOR to commence within thirty (30) days the work or action necessary to cure such default, and if CONTRACTOR fails to comply with such notice, or after such beginning shall not prosecute the same with due diligence to completion, then the City Council may declare this Agreement forfeited.

An amendment to this Agreement integrates all terms and conditions in connection with the Agreement and supersedes all negotiations and prior understandings, either oral or in writing, in respect to the subject matter of this Agreement.

A modification of this Agreement shall not be modified except by written agreement of the parties.

36. This Agreement shall be construed in accordance with the law of the State of California. Venue shall be in the County of Solano.

[SIGNATURES ON FOLLOWING PAGE]

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

REPUBLIC INTELLIGENT TRANSPORTATION SERVICES, INC.

BY: _____
VP Engineering

DATED: 10/7/08

(Attach Notary Acknowledgement)

CITY OF BENICIA

BY: _____
City Manager

DATED: 10/20/08

RECOMMENDED FOR APPROVAL

_____
Director of Public Works 10-16-08

APPROVED AS TO FORM

_____
City Attorney

Attachments: Exhibits "A", "B", "C" and "D"
Performance and L & M Bonds (Construction)
Guarantee

EXHIBIT A
SCOPE OF WORK

CITY OF BENICIA
SIGNALIZED INTERSECTION
MAINTENANCE SERVICES SPECIFICTIONS

1.0 SCOPE OF SERVICES. Traffic Signal Services Contractor shall furnish all labor, supervision, equipment, parts and materials and perform all work necessary to maintain and repair all the traffic signal installations and associated flashing beacons listed on Exhibit "C". City may add or delete signalized intersections respectively to or from Exhibit "C". Contractor shall at all times maintain a force of trained, qualified traffic signal maintenance employees sufficient to perform the work required and as described on Exhibit "B". The force of qualified employees shall be sufficient to respond to emergency calls, which may be received from time to time, and to promptly make temporary and permanent repairs as needed.

The Contractor shall provide adequate shop facilities, spare traffic signal components, a lab equipped to operationally test a complete 170 model traffic signal controller assembly for an extended period, maintenance vehicles with cell phone dispatch, tools, inventory, and testing equipment to accomplish such work.

The Contractor shall have experience for the past five (5) consecutive years in traffic signal maintenance for at least five cities, and owning the required equipment. The Contractor shall provide a traffic signal maintenance technician with a minimum of five years experience in traffic signal repairs during the entire term of the contract to perform Contractor's services.

All workmanship, equipment, parts, materials, and articles incorporated in the work shall be the best grade of their respective kind and for their purpose, unless specially directed otherwise by the City.

A traffic signal installation may include, but is not limited to: traffic signal controller and cabinet, service cabinet, advanced flashing beacons, pedestrian signals, detector systems, video detection camera system, safety lighting, and equipment required to operate these features.

2.1 SPECIFIED SERVICES

Services to be Provided by Contractor:

A. Routine Monthly Maintenance

Contractor shall provide all labor, supervision, vehicles, equipment, materials, parts, shop availability, and tools necessary to accomplish the hereinafter-described work:

1. Routine Monthly Traffic Signal Maintenance (See Exhibit "B").

2. Records

a. The Contractor shall maintain a legible record of all service calls, repairs, and pertinent data pertaining to each individual intersection will be kept in the controller cabinet and properly annotated by the Contractor, at the time of the regular monthly routine inspection, and any repair work or modifications. A duplicate record will be kept on file in the Contractor's office.

b. The Contractor shall keep City provided with signal-timing charts in the controller cabinets. The Contractor shall record on these charts all signal-timing changes, and identify the personnel implementing the change and dates of changes. Only the City shall authorize timing changes. The Contractor may make changes required on a temporary basis due to maintenance operations, such as detector failures, but must inform the City before making such change.

3. Monthly Maintenance Report

Monthly, together with Contractor's monthly invoice to City, Contractor shall submit a Maintenance Report to the City covering the billing period, which is being invoiced. This report shall contain, as a minimum, the following information on every traffic signal in the system:

a. Time and date the preventative maintenance work was performed.
b. All pending repair work needed at each intersection.
c. Time the service calls were received by Contractor, arrival time at the intersection, response time, and number of hours spent for each repair.
d. A complete record of all work that was performed on the traffic signal equipment during the time period covered by the report, including the make, model, and serial number of any replacement components or other equipment newly installed at each intersection, and the make, model and serial number of any replaced component.
e. Detail cost break down for non-routine work as required.

4. Service Calls

The Contractor shall provide response and repair service twenty-four hours a day, seven days a week, including holidays. When contacted by the City to correct a signal malfunction or failure, Contractor shall respond within the response times shown hereafter, and Contractor shall immediately provide City the cell phone number of the lead person who is responding to any emergency response request. Upon notification to Contractor, Contractor response time shall not exceed two (2) hours.

Upon completion of emergency work, the Contractor shall contact the City and inform the City that the emergency work has been completed. The City contact

number is (707) 746-4296. In addition, the Contractor shall provide written notice to the City within three calendar days that such repairs have been completed.

5. Consultations

The Contractor shall designate a representative for the Contractor's organization, who shall be available to the City for consultation. This consultation shall consist of cost estimates for traffic signal repairs, accident damage repairs, and replacement of obsolete or deteriorated signal systems, and recommendations on anticipated changes in traffic signal installations. The Contractor shall furnish the name, address, and telephone number of the Contractor's representative to the City.

6. Spare Materials, Spare Parts, and Equipment Availability

The Contractor shall maintain adequate storage and shop repair facilities to perform all work, including a sufficient stock of spare parts, standby controllers, and signal equipment to effect permanent repairs to the system within a thirty (30) day period. Failure to effect permanent repairs to the system within this time limit shall be sufficient cause for the City to authorize repairs to be completed by others. Repetitive failure, as determined by the City, to make permanent repairs with the designated time period listed above, shall be sufficient cause to cancel the contract. If requested by City, Contractor shall purchase materials, services, components or articles for City for the use at City traffic signal installations. Contractor shall be repaid for such purchased items as Material Purchases for Emergency Response work.

The Contractor shall be responsible for furnishing all spare standby controllers necessary to maintain the continued safe, efficient operation of the signals whenever the original unit is withdrawn for maintenance, repair or modification. Standby controllers shall be of the same designated type as those in operation at the intersection, unless specific authority is granted for variance by the City for each individual occurrence. All component parts of each system shall be maintained at all times to perform the functions for which they are designated, unless authorized to the contrary by the City. All component parts of any traffic signal system removed for repairs, such as controllers, cabinets and signal equipment, shall be replaced immediately upon the completion of servicing or repairs.

7. Shipping Related Shop Services

The cost of shipping or delivering controllers, controller cabinets, cabinet components, or other signal installation related articles and components from the Contractor's shop or lab to City is included in the monthly preventative maintenance fee City pays to Contractor.

8. Traffic Control

Contractor shall furnish, erect and maintain sufficient labor, supervision, warning devices, signs, flagmen and barricades necessary to provide the public adequate warning of Contractor's preventative maintenance, routine maintenance and response activity, whenever necessary.

B. Routine Semi-Annual Maintenance

Contractor shall provide all labor, supervision, vehicles, equipment, materials, parts, shop availability, and tools necessary to accomplish the work as outlined in Exhibit "B".

C. Routine Annual Maintenance

Contractor shall provide all labor, supervision, vehicles, equipment, materials, parts, shop availability, and tools necessary to accomplish the work as outlined in Exhibit "B".

D. Scheduled Extra Work

When requested by City, Contractor shall provide all labor, supervision, equipment, materials, parts, shop availability and tools necessary to accomplish the hereinafter-described work:

1. Signal Installation Repair or Modification

This work consists of repairing or modifying any existing signal installation features or components, such as controllers, cabinets, or signal equipment removed from an existing signalized installation for servicing or repairs.

2. Signal Under Construction Component Testing

This work includes testing detector loops and detector lead-in cables for megohm reading, continuity, frequency and inductance and testing and certifying controller cabinets and control equipment. The City shall determine the documentation and certifications Contractor shall furnish City as part of the work.

3. Signal Timing Installation

This work consists of entering new timing plans or altering existing timing plans at the direction of City.

4. Signal Power Turn-On

This work consists of controller cabinet component operation, signal installation feature testing, problem diagnosis and other related tasks necessary to accomplish a successful turn-on.

5. Equipment Testing and Inspection

This work consists of services to inspect and test traffic signal equipment and components as requested by City.

6. Scheduled LED or Lamp Replacement

This work consists of the replacement of and/or installation of tungsten lamps. The work of providing and installing tungsten lamps during the annual replacement schedule shown on Exhibit "A" is included in the monthly maintenance fee City pays to Contractor, and is not Scheduled Extra Work.

7. Training

This work consists of Contractor training City staff in the use and/or programming of signal installation components and the entering and/or changing of traffic signal timing plans.

E. Service Calls

When notified by City to repair a malfunctioning or out-of-order traffic signal installation, Contractor shall respond to correct the malfunction or failure within the response time specified herein above.

1. Contractor On-Call Emergency Contact.

Contractor shall provide City a twenty-four (24) hour attended telephone number for City to call to request emergency response service.

2. Service Call

This work consists of the Contractor dispatching qualified personnel and appropriate labor, supervision, equipment, tools, parts and materials to restore signal operation. Contractor is to provide response to malfunction or failed traffic signal system within two (2) hours from the time the City notifies the Contractor.

3. Service Call

This work consists of the Contractor restoring normal operation of any traffic signal installation covered by the contract within twenty-four (24) hours of being notified to do so.

4. Temporary Controller and/or Cabinet

To restore normal operation, the Contractor shall furnish and install a substitute controller unit and/or cabinet, if so directed by the City, that is compatible with the traffic signal system and that is capable of providing the same signal operation, insofar as phasing and times, until the existing controller unit and/or cabinet can be returned to service or be replaced.

2.2 COMPENSATION FOR ALL WORK SHALL BE AS FOLLOWS:

A. Compensation for Routine Traffic Signal Maintenance

Compensation for all work, as described in Section 2.1.A, which is included in the price paid per intersection for monthly routine maintenance, as shown on Exhibit "D". Routine Traffic Signal Maintenance compensation shall cover the costs of all labor, supervision, vehicles, equipment, materials, parts, shop availability, and tools necessary to accomplish the described work, as shown on Exhibit "B".

B. Compensation for Scheduled Extra Work and Emergency Response Extra Work

Compensation for Scheduled Extra Work, as described in Section 2.1.D, and compensation for Emergency Response Extra Work, as described in Section 1.1.E, shall be either in accordance with a pre-approved agreed upon price for the work or on a time and materials basis using Caltrans Force Account Method of Payment Section 9-1.03. It is anticipated that the Contractor owns all equipment necessary to perform the work and therefore no additional payment will be made for equipment rental. Should equipment rental equipment become necessary due to emergency conditions, City will not pay any rental rate over and above the Caltrans Equipment Rental Rates.

For the purposes of this section, Extra Work refers to the placement, repair, or upgrading of any device utilized for traffic control other than that shown in Exhibit "B" for routine monthly maintenance, semi-annual maintenance and annual maintenance or to insure the public's safety. The Contractor shall contract the City to obtain prior approval before work is scheduled or performed under this provision. Upon City request, the Contractor shall provide to City verified invoiced charges, with time cards and material invoices, and certified payroll records.

The City will pay for repairs under this section when such repairs are necessary as a result of damaged signal devices or safety lighting resulting from vehicular collisions, acts of God, and malicious damage or for replacements.

C. Additional Services

City shall make no payment to Contractor for any additional services unless such services and payment amount have been mutually agreed to and that the contract has been formally amended in accordance Section 5.

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

(ii) Contractor shall not commence any work or services exceeding the Scope of Services in Section 2 without prior written authorization from City in accordance with Section 5. Contractor's failure to obtain a formal amendment to the contract authorizing additional services shall constitute a waiver of any and all right to compensation for such work or services.

(iii) If Contractor believes that any work City has directed Contractor to perform is beyond the scope of the contract and constitutes additional services, Contractor shall promptly notify City of this fact before commencing the work. City shall make a determination as to whether such work is beyond the scope of the contract and constitutes additional services. If City finds that such work does constitute additional services, City and Contractor shall execute a formal amendment to the contract, in accordance with Section 5, authorizing the additional services and stating the amount of any additional compensation to be paid.

2.3 PERFORMANCE STANDARD

Contractor shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Contractor's trade. If City determines that any of Contractor's work is not in accordance with such level of competency and standard of care, City, in its sole discretion and in addition to any other remedies provided herein or by law, shall have the right to do any or all of the following:

a. require Contractor to meet with City to review the quality of the work and resolve matters of concern;

b. require Contractor to repeat the work at no additional charge until it is satisfactory to the City; or

c. terminate this contract in accordance with the provisions of Section 6 herein.

2.4 KEY PERSONNEL

Any and all persons identified in the contract performing work hereunder are deemed by City to be key personnel whose services were a material inducement to City to enter into this contract, and without whose services City would not have entered into this contract. Contractor shall not remove, replace, substitute or otherwise change any key personnel without the prior written consent of City. With respect to performance of work under the contract, Contractor shall employ the personnel listed in Exhibit "D".

2.5 ASSIGNED PERSONNEL

Contractor shall assign only competent personnel to perform the work hereunder. In the event that at any time City, in its sole discretion, desires the removal of any person or persons assigned by Contractor

to perform work hereunder, Contractor shall remove such person or persons immediately upon receiving notice from City.

2.6 SERVICES TO BE PROVIDED BY CITY

City may add traffic signal installations to or delete them from the list in Attachment "C". City shall provide signal-timing charts.

3.0 INVOICING AND PAYMENT

3.1 Notwithstanding anything to the contrary herein, for all of the services shown in Exhibit "B" which are to be performed by Contractor (including, without limitation, all tools, equipment, labor, supervision, parts and materials), City agrees to pay, and Contractor agrees to accept compensation.

3.2 Contractor shall submit monthly invoices for the services performed during the preceding period. Invoices or billings must be submitted in duplicate and must indicate the hours actually work completed. City shall approve or disapprove said invoice or billing within thirty (30) days following receipt thereof and shall pay all approved invoices and billings within thirty (30) days. Interest at the rate of one and one-half (1.5) percent per month will be charged on all past due amounts starting thirty (30) days after the invoice date, unless not permitted by law, in which case interest will be charged at the highest amount permitted by law. Payments will be credited first to interest, and then to principal.

3.3 Records Maintenance

Contractor shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under the contract and shall make such documents and records available to City for inspection at any reasonable time. Contractor shall maintain such records for a period of not less than five (5) years following completion of work hereunder.

3.4 City Business License

The Contractor shall obtain a city business license before commencing work, renewing it each contract year.

EXHIBIT B

SCOPE OF WORK

A. Monthly Routine Maintenance

This work consists of Contractors performing the following tasks for each traffic signal installation at monthly intervals:

1. Inspect signal heads, advance flashing beacons and pedestrian indications for proper operation, alignment, obstructions, broken lenses, burned out bulbs or LED modules and missing parts.
2. Replace or repair any and all defective or worn out parts in the traffic signal system that cause a signal failure or malfunction.
3. Replace all defective incandescent lamps in all traffic and pedestrian signals. The replacement of burned out lamps need not be on an emergency basis provided there are at least two (2) indications still operative for each direction of travel. In such cases, replacement shall be handled as soon as possible in a routine manner.
4. Replace all defective LED units in conformance with CALTRANS standards for traffic signals and pedestrian lights. The replacement of burned out LED units need not be on an emergency basis provided there are at least two (2) indications still operative for each direction of travel. In such cases, replacement shall be handled as soon as possible in a routine manner.
5. Check operation of all pedestrian push buttons.
6. Check all signal, beacon and pedestrian indication brackets, framework and terminal compartments for rust, cracks, vandalism, and missing parts.
7. Inspect base of pole near concrete foundation for cracks and loose pole base nuts.
8. Inspect poles for missing and loose hand hole covers.
9. Inspect and tighten all traffic signal mast arm signal heads, opticom detectors and detection cameras as required.
10. Check all pull boxes and detector hand holes for missing, damaged or cracked lids. Check hold down bolts for tightness.
11. Check condition of detector loop wires in the roadway for exposed wires, damaged asphalt and failing loop sealant.
12. Inspect the complete 170 traffic signal controller assembly for proper operation.
13. Check operation of all vehicle detector loops and modules, and detector cameras and modules and adjust as necessary.
14. Check operation of load switches, relays, isolators, internal and external modems, conflict monitors and red flash modules.

15. Check cabinets for ants, spiders, insects and rodents. Exterminate and place traps and repellants as necessary.
16. Check operation of 170 controllers and field master controllers. Check the complete signal timing programs in relation to approaching traffic.
17. Check the UPS/battery back-up units. Check fusing and charging operation.
18. Lubricate cabinet door locks, hinges and police panel door.
19. Check for signed, bulged or missing lighting and surge suppressors.
20. Adjust signal timing as directed by the City.
21. Check breakers in the service enclosure.
22. Check the operation of the IISN sign auto-switch.
23. Check the operation of the intersection lighting system.

B. Semi-Annual Maintenance

This work consists of Contractor performing the following tasks for each traffic signal installation at six (6) month intervals:

1. Test operation of opticom units at each signalized intersection by using a vehicle equipped with an opticom strobe device. This test will require two technicians, one driving the strobe vehicle and the other inspecting the opticom discriminator unit and signal controller preempt functions. Adjust the units as necessary.

2. Test the operation of the conflict monitor at each signalized intersection with a City/County approved testing device specifically designed for the purpose. City/County currently requires the use of an MT-180 conflict monitor tester. Provide a print out of results to City upon completion of the test.

3. Test the operation of the uninterrupted power supply/battery back-up unit at each signalized intersection by turning off electrical power and monitoring signal operation.

4. Clean and vacuum each signal controller cabinet and service cabinet. Replace filters as necessary. Check fan and internal light operations. Check seal between cabinet and foundation. Check door seal.

C. Annual Maintenance

This work consists of Contractor performing the following tasks for each traffic signal installation at twelve (12) month intervals:

1. Replace all red and green signal and pedestrian incandescent lamps every twelve (12) months. Replace all program visibility signal lamps every twelve (12) months. Replace all yellow incandescent lamps once every

twenty-four months. All lamps shall be furnished by the Contractor and shall be Sylvania, Phillips, General Electric or City approved equivalent. LED modules shall be replaced as extra work on a case-by-case basis.

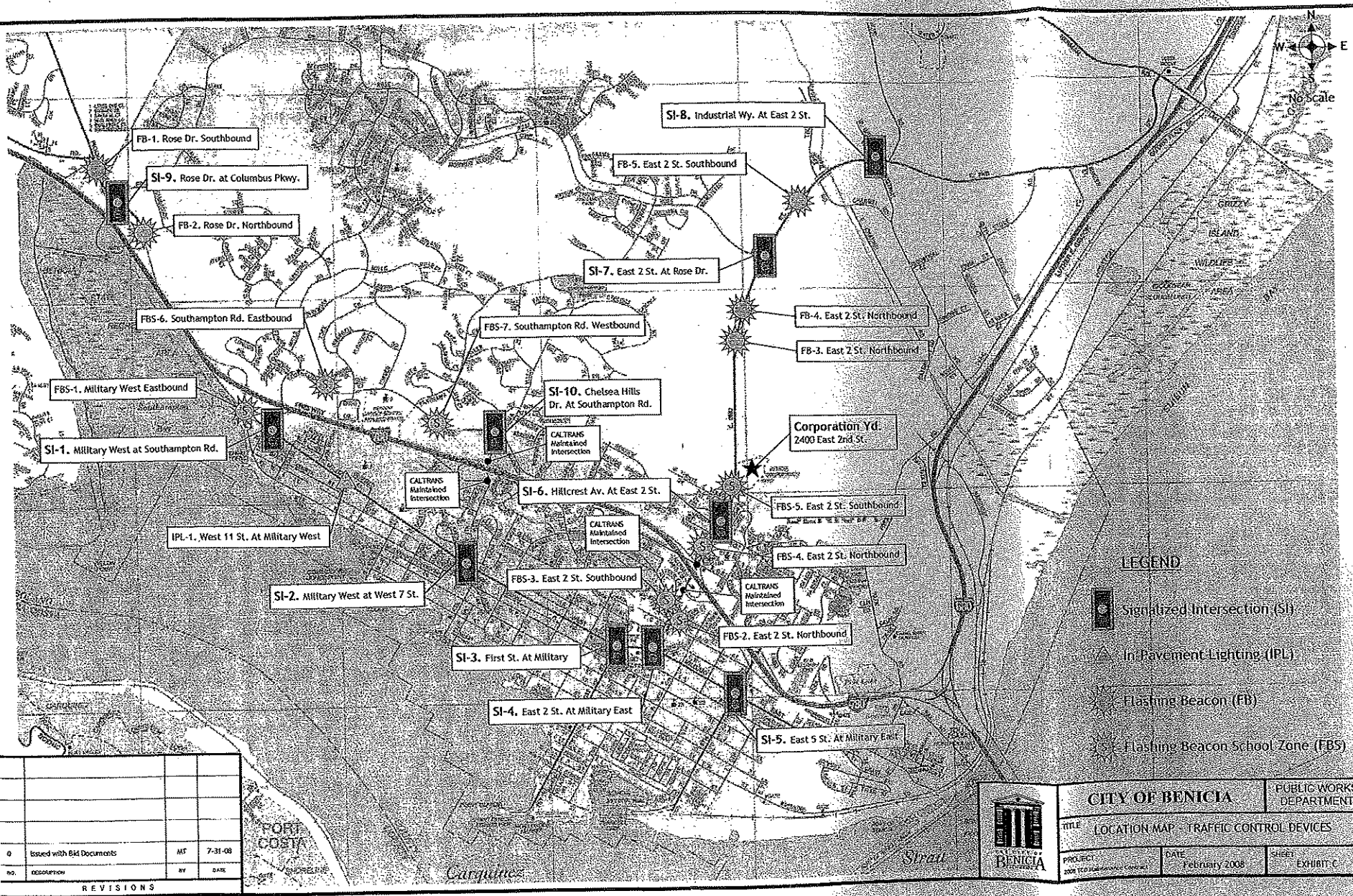
2. Clean and polish all signal lenses and reflectors, including pedestrian lenses and reflectors. Clean all LED lenses.

3. Check tightness of all pole mount signal and pedestrian heads, mast arm signal heads and mast arm to pole connection bolts.

4. Check the tightness of all power service connections, neutral buss bar connections and field wiring in the control cabinet and pole terminal compartments.

D. Optional Services

1. Provide service for the repair of other equipment and appurtenances, such as but not limited to, audible pedestrian signals, emergency vehicle preemption equipment, flashing beacons, and detector devices which the Contractor may be called upon from time to time by the City to repair, replace, modify, install, upgrade or refurbish. These services shall be considered as Extra Work and shall be billed accordingly.


FB-1. Rose Dr. Southbound
SI-9. Rose Dr. at Columbus Pkwy.
FB-2. Rose Dr. Northbound
SI-8. Industrial Wy. At East 2 St.
FB-5. East 2 St. Southbound
SI-7. East 2 St. At Rose Dr.
FB-4. East 2 St. Northbound
FB-3. East 2 St. Northbound
FBS-6. Southampton Rd. Eastbound
FBS-7. Southampton Rd. Westbound
FBS-1. Military West Eastbound
SI-10. Chelsea Hills Dr. At Southampton Rd.
SI-1. Military West at Southampton Rd.
CALTRANS Maintained Intersection
Corporation Yd. 2400 East 2nd St.
SI-6. Hillcrest Av. At East 2 St.
FBS-5. East 2 St. Southbound
IPL-1. West 11 St. At Military West
FBS-4. East 2 St. Northbound
FBS-3. East 2 St. Southbound
SI-2. Military West at West 7 St.
FBS-2. East 2 St. Northbound
SI-3. First St. At Military
SI-4. East 2 St. At Military East
SI-5. East 5 St. At Military East
N
W
E
S
No Scale
LEGEND
Signalized Intersection (SI)
In Pavement Lighting (IPL)
Flashing Beacon (FB)
Flashing Beacon School Zone (FBS)
PORT COSTA
Carquinez
Strait
BENICIA
CITY OF BENICIA
PUBLIC WORKS DEPARTMENT
TITLE LOCATION MAP - TRAFFIC CONTROL DEVICES
PROJECT
DATE February 2008
SHEET EXHIBIT C
REVISIONS
0 Issued with Bid Documents MT 7-31-08
NO. DESCRIPTION BY DATE

RESOLUTION NO. 08-119

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA ACCEPTING THE BIDS, AWARDING A MULTI-YEAR CONTRACT FOR FY 2008–2011 STREET LIGHTING MAINTENANCE AND REPAIR SERVICES IN THE BASELINE CONTRACT AMOUNT OF $74,580 TO REPUBLIC INTELLIGENT TRANSPORTATION SERVICES, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT ON BEHALF OF THE CITY

WHEREAS, on October 22, 2008 and after the required advertisement period and bidder outreach program was completed, a single bid was properly received and publicly opened; and

WHEREAS, Republic Intelligent Transportation Services, Inc., of Novato was determined to be the responsible bidder submitting the lowest responsive Total Base Bid.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Benicia hereby accepts the bids, awards a multi-year contract for FY 2008–2011 Street Lighting Maintenance and Repair Services in the baseline contract amount of $74,580 to Republic Intelligent Transportation Services, Inc., and authorizes the City Manager to execute the contract on behalf of the City, subject to approval by the City Attorney.

* * * * *

On motion of Council Member **Schwartzman**, seconded by Council Member **Ioakimedes**, the above Resolution was introduced and passed by the City Council of the City of Benicia at a regular meeting of said Council held on the 2nd day of December, 2008, and adopted by the following vote:

Ayes: **Council Members Campbell, Hughes, Ioakimedes, Schwartzman and Mayor Patterson**

Noes: **None**

Absent: **None**

Elizabeth Patterson, Mayor

Attest:

Lisa Wolfe, City Clerk

RESOLUTION NO. 08-120

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA ACCEPTING THE BIDS, AWARDING A MULTI-YEAR CONTRACT FOR FY 2008–2011 TRAFFIC CONTROL DEVICE MAINTENANCE AND REPAIR SERVICES IN THE BASELINE CONTRACT AMOUNT OF $49,752 TO REPUBLIC INTELLIGENT TRANSPORTATION SERVICES, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT ON BEHALF OF THE CITY

WHEREAS, on September 2, 2008 and after the required advertisement period and bidder outreach program was completed, a single bid was properly received and publicly opened; and

WHEREAS, Republic Intelligent Transportation Services, Inc., of Novato was determined to be the responsible bidder submitting the lowest responsive Total Base Bid.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Benicia hereby accepts the bids, awards a multi-year contract for FY 2008–2011 Traffic Control Device Maintenance And Repair Services in the baseline contract amount of $49,752 to Republic Intelligent Transportation Services, Inc., and authorizes the City Manager to execute the contract on behalf of the City, subject to approval by the City Attorney.

* * * * *

On motion of Council Member **Schwartzman**, seconded by Council Member **Ioakimedes**, the above Resolution was introduced and passed by the City Council of the City of Benicia at a regular meeting of said Council held on the 2nd day of December, 2008, and adopted by the following vote:

Ayes: **Council Members Campbell, Hughes, Ioakimedes, Schwartzman and Mayor Patterson**

Noes: **None**

Absent: **None**

Elizabeth Patterson, Mayor

Attest:

Lisa Wolfe, City Clerk

AGENDA ITEM
CITY COUNCIL MEETING DATE - SEPTEMBER 6, 2011
CONSENT CALENDAR

DATE : August 22, 2011

TO : City Manager

FROM : Public Works and Community Development Director

SUBJECT : **FISCAL YEAR 2010-11 ANNUAL ACCOUNTING OF VALERO/GOOD NEIGHBOR STEERING COMMITTEE SETTLEMENT AGREEMENT FUND EXPENDITURES**

RECOMMENDATION:
Receive information in the form of the FY 2010-11 Valero/Good Neighbor Steering Committee Settlement Agreement Fund annual accounting.

EXECUTIVE SUMMARY:
Section 6 of the 2010 Valero/Good Neighbor Steering Committee (GNSC) Amendment to the 2008 VIP Agreement (together, Agreement) calls for delivery to Valero, GNSC and the Community Sustainability Commission (CSC) of an annual tally of expenditures for the prior fiscal year. That section of the Agreement also calls for reporting those expenditures at a regular City Council meeting within 60 days. This is an informational item only. All fund expenditures are separately brought to the Council for action.

BUDGET INFORMATION:
The Valero/Good Neighbor fund is independent of the General Fund and is used to collect and disburse funds for projects either specifically listed in the Agreement or determined to be future projects per the terms of the Agreement. The total funds subject to Council approval are $10.6 million over a period extending to 2015 or beyond, of which approximately $4 million remains to be allocated (not including approximately $550,000 for the City's Tree Program).

GENERAL PLAN:
Water and energy conservation and Climate Action Plan implementation activities support the overarching General Plan goal of Sustainability.

STRATEGIC PLAN:
The proposed action supports all of the strategies of Strategic Issue 2 – Protecting and Enhancing the Environment.

CLIMATE ACTION PLAN:
The proposed action potentially supports all Climate Action Plan objectives.

BACKGROUND:
The attached FY 2010-11 annual accounting was delivered to Valero, GNSC and CSC in July. (Format and several minor line items have been updated since then.) The annual expenditures are shown in the Actual 2010-11 column.

Per Benicia Municipal Code (BMC) Section 2.108.090 B., CSC provides recommendations to Council regarding the distribution of climate action and water conservation funds per the Agreement. Of the $10.6 million allocated for climate action and water conservation per Section 3A of the Agreement, about $4 million remains unallocated. This total includes $1.6 million that may be allocated for Phase 2 of the Valero Condensate Recovery Project, if certain conditions specified by the agreement are met and funds are still available at the time it is considered.

Although the majority of the $10.6 million in expenditures are anticipated to occur by the end of 2014, Sections 3A and 3C of the Agreement allow for funding to continue thereafter until all monies subject to City Council review are expended.

The inclusion of ex-officio CSC members representing Valero and GNSC (as well as BUSD and Amports; per BMC 2.108.050) provides those parties with opportunity to comment on any expenditure recommended by CSC in advance of any Council consideration.

Tree program expenditures are recommended to Council by the Parks, Recreation and Cemetery Commission and its Tree Committee. Expenditures by the Benicia Unified School District (BUSD), and by Valero for watershed and refinery buffer purposes, are not subject to Council approval.

Attachments:
- Valero/Good Neighbor Steering Committee Settlement Agreement Fund Annual Accounting 2010-11
- 2010 Valero/Good Neighbor Steering Committee (GNSC) Amendment to the 2008 VIP Agreement
- 2008 VIP Agreement, including Exhibit A
- Benicia Municipal Code Section 2.108
- Valero/Good Neighbor Funding Summary

Founded in 1847

2008 VIP Agreement

Air Quality Monitoring	$200,000
Hybrid Cars	50,000
Trees	700,000
Refinery Buffer	1,000,000
Watershed Acquisition	1,000,000
BUSD GHG Reduction	400,000
Climate Action Plan Projects	**600,000**
Water Conservation	**10,000,000**
Total	14,000,000

Founded in 1847

City projects approved prior to and with 2010 Valero/Good Neighbor Agreement

Expended

▪ Hearthstone solar	$30,000
▪ Sustainability Staff Support	75,000
▪ Elementary Education	10,000
▪ Public Education on Sustainability	10,000
▪ Community Center LEED Design	158,000
▪ Residential Energy/Water Audits	100,000
▪ Renewable Energy Manager (Chevron)	15,000
Total	**$398,000**

Unexpended

▪ Residential Energy Retrofits	$185,000
▪ City Hall Windows	85,000

Founded in 1847

Major Additions 2010

- **$2,850,000 for Community Center**
- **$1,437,000 for BUSD**
  - Liberty Campus, Green Academy, Healthy Lunches
- **$1,400,000 for Valero Condensate Recovery**
  - Saves ~23M gallons/year (usage of ~200 homes)
- **$150,000 for public benefit projects**
  - In lieu of attorney GNSC fees

Founded in 1847

Remaining Funds for Council Discretion *(from Original $10.6M)*

▶ Undesignated	$2.4 million
▶ Valero Condensate Recovery Project Phase 2 (17mgy)	1.6 million
Total	$4.0 million

Valero/GNSC Funding Status
Annual Accounting 2010-11

Description	Income Received	Amount Allocated	Balance July 1, 2010	Expenditures 2010-11	Balance July 1, 2011
First Installment - 8/25/09	$ 250,000				
Second Installment - 5/4/10	$ 458,000				
Third Installment - 6/14/10	$ 50,000				
In Lieu of Attorney Fees					
Renewable Energy Manager		$ 20,000	$ 20,000		$ 20,000
Bicycle Storage Racks, etc.		$ 30,000	$ 30,000	$ (9,635)	$ 20,365
Benicia Community Gardens		$ 20,000			
Benicia CAC Solar Panels		$ 40,000			
BUSD Horticulture Program		$ 40,000			
Subtotal		**$ 150,000**			
Climate Action Plan Projects					
Community Center LEED Design		$ 158,000			
Hearthstone Solar Panels		$ 30,000			
Sustainability Staff Support		$ 75,000			
Elementary Education I		$ 10,000	$ 10,000	(9,473)	528
Elementary Education II		$ 12,000			
Public Education on Sustainability		$ 10,000	$ 6,384	(7,320)	(936)
City efficiency/renewable projects I		$ 85,000	$ 85,000	(12,372)	72,628
Renewable Energy Manager		$ 15,000	$ 15,000		15,000
Residential Retrofit Program		$ 185,000	$ 185,000		$ 185,000
Sustainability Intern		$ 16,000		$ (7,000)	$ 9,000
Subtotal		**$ 596,000**	**$ 301,384**	**$ (36,165)**	**$ 281,219**
Water Conservation					
BUSD BHS Sage Program		$ 40,000			
Energy/Water Audits for residential		$ 100,000	$ 76,006	$ (34,211)	$ 41,795
Benicia Community Center		$ 2,850,000		$ (850,000)	
Air Quality Monitoring-Equipment Ops		$ 50,000			
Air Quality Monitoring-Shelter		$ 200,000			
Hybrid Cars		$ 50,000			
Water Conservation					
BUSD BHS Green Academy		$ 240,000			
BUSD BHS On-Site Healthy Lunch		$ 197,000			
BUSD GHG Reduction		$ 400,000			
BUSD District Ofc/Liberty Campus		$ 1,000,000		$ (350,000)	
Refinery Buffer		$ 1,000,000			
Watershed Acquisition		$ 1,000,000	$ (5,000)		$ (5,000)
Valero Condensate Recovery-Phase I		$ 1,400,000		$ (1,400,000)	
Valero Condensate Recovery-Phase II					
Tree Program****		$ 700,000	$ 129,701	$ (150,102)	$ 262,099
Investment Earnings (Trees)					$ 5,609
Fourth Installment - 6/25/10	$ 281,500				
Investment Earnings - 2405 General Projects			$ (20)	$ 4,597	$ 4,577
Investment Earnings - 4105 Planning Projects			$ 2,914	$ 2,395	$ 5,309
Total	**$1,039,500**	**$ 9,973,000**	**$ 708,890**	**$ (2,820,478)**	**$ 595,607**
Total subject to Replenishment at $300,000					**$ 323,014**

Reported through other agencies

VII.D.8

AMENDMENT OF AGREEMENT

This Amendment of the Agreement ("Amendment"), entered into this 4TH day of May, 2010, by and between the City of Benicia, a municipal corporation ("City"), the Good Neighbor Steering Committee, an unincorporated association ("GNSC"), and Valero Refining Company-California, a California corporation ("Valero"), (collectively the "parties") is made with reference to the following:

RECITALS:

A. On July 10, 2008, GNSC and Valero entered into the "2008 VIP Agreement" ("Agreement") in order to resolve their disputes about preparing an Addendum to the Valero Improvement Project ("VIP") Certified Environmental Impact Report for the VIP Amendments.

B. On July 10, 2008, the City's Planning Commission incorporated the terms of the Agreement, along with its Exhibit A, into the conditions of approval for the VIP Amendments use permit.

C. The City, GNSC, and Valero now desire to modify the Agreement, particularly Exhibit A, on the terms and conditions set forth herein to provide more clarity about the uses of the funds.

D. The City, GNSC, and Valero disagree on the interpretation of certain terms of the Agreement including, but not limited to (1) the methodology for interest calculation and distribution and (2) timing of performance related to air quality monitoring requirements. However, the parties now wish to resolve and settle their differences through this Amendment.

E. Since the interpretation of the City's conditions of approval for the VIP Amendments regarding the payment of funds is at issue, the City Council is the proper body to approve this Amendment on behalf of the City.

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

1. The Introductory Paragraph and Paragraphs 1 and 2 of the Commitment to Air Quality Monitoring Section of Exhibit A of the Agreement are replaced as follows:

"1. The Two Hundred and Fifty Thousand Dollars ($250,000.00) for air monitoring equipment, its maintenance and upkeep, etc. shall be expended for air monitoring equipment and services as detailed in the purchase order and the contract for services attached as Attachment A and Attachment B. Such expenditure shall be completed no later than February 20, 2010. These additional expenditures shall be prioritized by Argos Scientific Inc. ("Argos") and shall include data management, analysis of the data, and a payment for Argos' services as detailed in Attachment A and Attachment B. These additional expenditures shall be completed by May 3, 2010 and any equipment shall be in operation by June 1, 2010."

2. Paragraph 5 of the Commitment to GHG Reduction Initiatives Section of Exhibit A of the Agreement is replaced as follows:

VII.D.10

"5. Provide a total not to exceed Four Hundred Thousand Dollars ($400,000.00) to the Benicia Unified School District (BUSD) for BUSD GHG reduction measures. Such funds shall be paid by Valero to BUSD within thirty (30) days written notice from BUSD District Administration that said funds will be expended for energy conservation projects and costs as identified by BUSD Board of Trustees."

As of the date of this agreement, $136,937 has been paid by Valero to BUSD for energy conservation projects and costs as identified by BUSD Board of Trustees as described in Paragraph 5 above.

3. Paragraph 1 of the Commitment to Water Conservation Section of Exhibit A of the Agreement is replaced as follows:

"A. Ten Million Dollar Commitment

Valero shall pay to the City of Benicia Ten Million Dollars ($10,000,000.00) for water conservation and climate action plan projects as detailed in this Paragraph. These climate action plan projects are in addition to those contemplated in Paragraph 4 of the Commitment to GHG Reduction Initiatives. It is anticipated by the Parties that payment will be made in installments over a 5-year period beginning with the execution of this Amendment. The 5-year period may be more or less in time depending on the funding of projects as specified below.

B. Initial Deposit

Within ten (10) days written notice from the City or BUSD that a separate account ("City VIP Water Fund Account," "City VIP Account," or "BUSD Account," as the case may be) has been established and shall be maintained for the purposes set out herein, Valero shall deliver an initial deposit of One Million One Hundred and Forty-Five Thousand Dollars ($1,145,000.00) for immediate distribution by the City or BUSD for the following expenditures identified and agreed to by Valero, GNSC, and the City:

• Community Center LEED Design	$158,000.00
• Hearthstone Solar Panels	30,000.00
• Sustainability Staff Support	75,000.00
• Elementary Education	10,000.00
• BUSD BHS Sage Program	40,000.00
• Public Education on Sustainability	10,000.00
• CAP efficiency/renewable projects	85,000.00
• Solar Installation Incentives for residential properties in Benicia	185,000.00
• Energy/Water Audits for residential properties in Benicia	100,000.00
• Renewable Energy Manager	15,000.00
• BUSD BHS Green Academy	240,000.00
• BUSD BHS On-Site Healthy Lunch	197,000.00
Initial Total	$1,145,000.00

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The parties acknowledge that Valero has already deposited Two Hundred Fifty Thousand Dollars ($250,000.00) of the above Initial Total with the City for the Solar Panels, Staff Support, Elementary Education, Sage Program, Public Education, and Efficiency/renewable projects.

Upon the required notice, Valero shall deposit Four Hundred Thirty Seven Thousand Dollars ($437,000.00) with BUSD for the BHS Green Academy and the BHS On-Site Healthy Lunch Program and Four Hundred Fifty Eight Thousand Dollars ($458,000.00) with the City for the remainder of the projects identified above.

C. Draw Down and Replenishment of City VIP Account

It is anticipated that the City will draw down the City VIP Account to pay for projects and expenses in accordance with this Amendment. Upon thirty (30) days notice from the City that the City VIP Account has declined to Three Hundred Thousand Dollars ($300,000.00) or less, Valero shall deliver to the City funds sufficient to raise the City VIP Account balance to at least Six Hundred Thousand Dollars ($600,000.00) until such time that Valero has paid Ten Million Dollars ($10,000,000.00) into the account.

D. Costs Exceeding City Account Thresholds

It is anticipated by the Parties that from time to time approved projects and costs will exceed the regular City VIP Account threshold of Six Hundred Thousand Dollars ($600,000.00). In that event and upon thirty (30) days written notice, Valero shall pay to the City good funds sufficient to meet the additional approved project costs and replenish the City VIP Account to at least Six Hundred Thousand Dollars ($600,000.00). Except as detailed in Sections E, F, and G below, such payments shall not exceed Two Million Dollars ($2,000,000.00) annually.

The estimated annual spending is set forth in this chart:

Year	Funds	Reserved	Available	Spent	Total Spent/Reserved
2009	$250,000	N/A		$250,000	$250,000
2010	$2,000,000	$2,000,000[1]	$0.0	TBD	$2,000,000
2011	$2,000,000	$1,750,000[2]	$250,000	TBD	$2,000,000
2012	$2,000,000	$1,545,000[3]	$455,000	TBD	$2,000,000
2013	$2,000,000	$1,000,000[4]	$1,000,000	TBD	$2,000,000
2014	$1,750,000	$1,600,000[5]	$150,000	TBD	$1,750,000
				Total	**10,000,000**

[1] $850,000 available for the BCC, $895,000 available for initial projects $150,000 for attorney fee in lieu payments identified in §3I, and $105,000 available for the BUSD campus projects.
[2] $1,400,000 available for the CRP I and $350,000 available for BUSD campus projects.
[3] $1,000,000 available for the BCC and $545,000 available for the BUSD campus projects.
[4] $1,000,000 available for the BCC.
[5] $1,600,000 available for CRP II only if terms of §3F are met.

Except for funds reserved for the Condensate Project, if funds have been reserved for a project but not been spent in the calendar year for which they are reserved, the funds may be rolled to the next calendar year only. Unless otherwise agreed to in writing by the parties, any reserved funds not spent by next calendar year are forfeited and go into the total funds available for consideration for future projects pursuant to Section H of this Agreement.

E. Anticipated Annual Threshold

It is anticipated that the payment and distribution of funds will not generally exceed Two Million Dollars ($2,000,000.00) per year as originally agreed to by the Parties in the Agreement. However, the parties anticipate that projects may come forward for consideration that require payment that exceeds the anticipated annual threshold of Two Million Dollars ($2,000,000.00). The Parties agree that in such an event and upon written approval from each of the parties, funds shall be advanced from subsequent anticipated annual thresholds.

F. Valero Condensate Recovery Project

Paragraph 1 of the Commitment to Water Conservation Section of Exhibit A of the Agreement provided that Valero could submit projects to receive some of the Water Conservation funding if the projects were discretionary and not regulatorily mandated. Valero has identified projects, known as Condensate Recovery Projects ("CRP I" and "CRP II"). Within five years, these projects, estimated to cost Ten Million Dollars, are expected to recover at least 40,000,000 gallons of water per year for reuse in the Valero Benicia Refinery. The Condensate Recovery Project – Phase I -is anticipated to save 23,652,000 gallons of water per year or the equivalent of the water used by 192 households based on the Benicia average for water usage. The resulting water savings will also result in energy savings since the water will not have to be reheated when the water is reused to make steam.

The parties, therefore, agree that if: (1) Valero commits to construction of Condensate Recovery Project – Phase I ("CRP I"); (2) CRP I has a demonstrable and verifiable water reduction of at least 23,000,000 gallons of water per year; and (3) CRP I is reviewed by the Sustainability Commission; and (4) Valero has secured all permits and approvals necessary to operate CRP I by 12/31/2012, then Valero shall receive a credit toward payment required under paragraph 3(A) above of One Million Four Hundred Thousand Dollars ($1,400,000.00) to be expended on construction of CRP I. In addition, the disputed interest earnings on the funds held by Valero for the Agreement may be used for this project.

The parties also agree that completion of the Condensate Recovery Projects is valuable to the community. Accordingly, if CRP I is constructed or is in the process of being constructed and (1) Condensate Recovery Project – Phase II ("CRP II") has a demonstrable and verifiable water reduction of at least 17,000,000 gallons of water per year; (2) CRP II is reviewed by the Sustainability Commission; and (3) has received all necessary permits and approvals: and (4) funds have not been used for other water conservation projects identified, reviewed, and approved by the City prior to the Sustainability Commission review of CRP II, then Valero shall receive a credit toward payment required under Paragraph 3(A) above of One Million Six Hundred Thousand Dollars ($1,600,000.00) to be expended on the construction of the CRP II.

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G. Benicia Community Center Construction

The construction of the new Benicia Community Center ("BCC") at the former Mills School site will be another project that (1) will be energy efficient and use techniques and materials in accordance with the City's Climate Action Plan; (2) to the extent permissible under public contracting laws will utilize BUSD's CTE program members, Green Academy, Pathways or similar BUSD technical training pre-apprenticeship program for the construction of the project; (3) will provide a demonstration or model of water conservation, energy efficiency and sustainability; and (4) will be designed and constructed with the objective of LEED certification. To assist in the timely construction of this project, the parties agree that Two Million, Eight Hundred and Fifty Thousand Dollars ($2, 850,000.00) of the Ten Million Dollars ($10,000,000.00) shall be designated for this project and drawn down in accordance with Paragraph C above. The City has agreed to accept the Two Million, Eight Hundred and Fifty Thousand Dollars ($2,850,000.00) over time to allow the Two Million Dollar ($2,000,000.00) annual threshold to remain in effect.

In addition, One Million Dollars ($1,000,000.00) shall be designated and drawn down in a manner consistent with Paragraph 2 above for upgrades to the BUSD District Offices/Liberty High School campus for projects that (1) will be designed and constructed with the objective of LEED certification; (2) to the extent permissible under public contracting laws will utilize BUSD's CTE program members Green Academy, Pathways or similar technical training pre-apprenticeship program for the design and construction of the project; (3) will provide a demonstration or model of water conservation, energy efficiency and sustainability; and (4) will help integrate the District/Liberty campus with the BCC.

H. Future Projects

The City's Sustainability Commission shall review and recommend to the City Council for approval additional projects for funding which provide verifiable water reduction by the City, community residents, BUSD, Valero and businesses in Benicia. Any proposed Valero water conservation projects must be discretionary and not regulatorily mandated. Priority shall be given to water reduction projects but additional projects that are greenhouse gas reducing, sustainable or energy efficient and support the City's Climate Action Plan may be considered and recommended for approval if the Sustainability Commission finds that the project will provide a greater value than proposed water reduction projects."

I. Attorneys Fees

In lieu of payment of Attorneys Fees to GNSC, Valero shall, within ten (10) day of full execution of this agreement, pay One Hundred and Fifty Thousand Dollars ($150,000) on GNSC's behalf as follows:

(a) $20,000.00 to the Benicia Community Gardens, Inc. a 501(C) 3, for use in their efforts to promote locally produced food;

(b) $20,000.00 to the City of Benicia to be used to augment the $15,000.00 already allocated to the Renewable Energy Manager;

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(c) $40,000.00 to the Benicia Community Action Council ("CAC") for installation of solar panels at its Military East location and for implementation of any additional energy conservation measures CAC should choose;

(d) $40,000.00 to the BUSD to support the horticulture program at Liberty High School, including but not limited to payment of staff salary, benefits, and other costs BUSD deems necessary to maintain and enhance the program.

(e) $30,000.00 to the City of Benicia for the purchase and installation of bicycle racks (or other appropriate bicycle storage mechanism) throughout the City in order to promote the use of bicycles in the City of Benicia; Each bicycle rack or storage unit shall include a placard indicating the unit is made possible by the efforts of the Good Neighbor Steering Committee. The City agrees that such installation shall occur within 6 months of the execution of this Amendment.

Said payments shall be designated clearly as "on Good Neighbor Steering Committee's behalf."

4. A new Section "Interest on Funds" is added after the Section "Commitment to Water Conservation" Section to Exhibit A of the Agreement as follows:

"Interest on Funds

All interest on funds held by a party shall remain the property of that party. Interest that accrues in the City or BUSD funds such as the City Water Fund Account or the BUSD GHG Reduction Fund, etc. shall become a part of that identified fund and be made available for projects and costs that meet the criteria for expenditures from said fund. Interest earned shall not be credited against payments due from Valero under this or any other agreement and shall not be considered a part of Valero's obligations for such payments. Interest earned shall not be used for projects or costs that do not meet the criteria for expenditures from said funds."

5. Except as expressly modified herein, all other terms and covenants set forth in the Agreement and its Exhibit A shall remain the same and shall be in full force and effect.

6. Consideration

The Parties acknowledge that the commitments and promises made herein are material to each Party's determination to enter into this Amendment and in particular GNSC's determination to forgo action against the City and/or Valero at this time.

Valero expressly acknowledges that performance required under this Agreement is a condition of approval of the VIP Use Permit as originally issued in 2003 and amended in 2008 and as a result, the City has authority to enforce the Agreement and Amendment through the Benicia Municipal Code ("BMC"), including imposition of civil penalties (BMC § 17.128.080) or suspension or revocation the VIP Amendments use permit (BMC § 17.128.060), if Valero materially fails to perform its obligations under the Agreement and Amendment.

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The City agrees that in consideration for GNSC's forbearance, beginning on July 7, 2010 and continuing until all funds available to the City under the Agreement are expended, the City shall produce and deliver to GNSC, Valero, and the Sustainability Commission a detailed annual accounting of all expenditures made by the City pursuant to the terms of the Agreement ("the Accounting".) Additionally, within 60 days of the referenced delivery, the Accounting shall be agendized and reported out at a regularly scheduled and agendized City Council meeting.

7. Recognition

The Agreement and all Amendments to it shall from hereafter be referred to by the Parties as **the Valero/Good Neighbor Steering Committee** Agreement, Settlement or Amendments, as the case may be.

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

Valero Refining Company-California

By _____
Doug Comeau
Vice President of Operations and
General Manager

Good Neighbor Steering Committee

_____
Marilyn Bardet

City of Benicia,
A Municipal Corporation

By _____
Elizabeth Patterson, Mayor

RECOMMENDED FOR APPROVAL:

_____
City Manager

APPROVED AS TO FORM:

_____
City Attorney

ATTEST:

_____
City Clerk

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VALERO REFINING COMPANY-CALIFORNIA

Attachment A

To:
CEREX SCIENTIFIC
DBA ARGOS SCIENTIFIC INC
416 NE 153RD AVE
VANCOUVER WA 98684-3379

Purchase Order

PO Number:	**4501868836**
PO Date:	02/19/2010
Contact Person:	Susan Dyar
Telephone:	707/745-7326
Fax Number:	(707)745-7992
Email:	Susan.Dyar@valero.com
Vendor No:	186336
Delivery Date:	03/01/2010
Requisition No:	10857399

Invoice Address:
Valero Refining Company - CA
SAHQAP_BENICIA@VALERO.COM
Fax Number 210-370-6356
PO Box 691330
San Antonio TX 78269-1330

Ship To:
Valero Refining Company - CA
Benicia Plant
3300 Bayshore Road
Benicia, CA 94510

Purchase order number must appear on all packages, invoices, packing lists, and shipping notices.

This purchase order is subject to California state and local taxes if applicable. Valero Refining Company's Seller's Permit Number is SZOHC 97-695409 and its FEIN is 74-2651789.

All goods and services under this P.O. Release will be governed by the terms and conditions of the following contract as amended through the date hereof: ENVIRONMENTAL SERVICES AGREEMENT 2/16/2010

Freight Terms: **Payment Terms:** NET DUE 30 DAYS

ATTN: DON GAMILES

THIS PURCHASE ORDER IS IN ACCORDANCE WITH THE "ENVIRONMENTAL SERVICES AGREEMENT" EFFECTIVE FEB.16,2010 SIGNED BY DON GAMILES, ARGOS SCIENTIFIC INC. ON FEB.18, 2010 AND DOUG COMEAU, VICE PRESIDENT & GENERAL MANAGER OF THE VALERO BENICIA REFINERY ON FEB. 19, 2010.

PLEASE ADVISE BY FAX RECEIPT OF THIS PURCHASE ORDER OR E-MAIL TO SUSAN DYAR susan.dyar@valero.com, VERIFY CURRENT PRICING AND DELIVERY DATE(S) WITHIN 24 HOURS-THANKS

FAILURE TO PROVIDE THE ABOVE INFORMATION WILL RESULT IN DELAYED PAYMENT

Item	Material#	Description	Quantity	U/M	Unit Price	Net Value	
00010		Monthly Support for Monitoring System	1.000	Perf. unit			
		Gross Price			30,000.00	30,000.00	USD

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VALERO REFINING COMPANY-CALIFORNIA

To:	Purchase Order	Date	Page
CEREX SCIENTIFIC DBA ARGOS SCIENTIFIC INC 416 NE 153RD AVE VANCOUVER WA 98684-3379	4501868836	02/19/2010	2 of 2

Item	Material#	Description	Quantity	U/M	Unit Price	Net Value	
		Non-Deductible Tax				2,512.50	USD
		Net incl. tax			32,512.50	32,512.50	USD
00020		Maintenance & Calibration Support	1.000	Perf. unit			
		Gross Price			32,400.00	32,400.00	USD
		Non-Deductible Tax				2,713.50	USD
		Net incl. tax			35,113.50	35,113.50	USD
00030		Canister Sampling Analytic Support	1.000	Perf. unit			
		Gross Price			9,960.00	9,960.00	USD
		Non-Deductible Tax				834.15	USD
		Net incl. tax			10,794.15	10,794.15	USD
00040		Educational Outreach Program	1.000	Perf. unit			
		Gross Price			10,200.00	10,200.00	USD
		Non-Deductible Tax				854.25	USD
		Net incl. tax			11,054.25	11,054.25	USD
		Total Purchase Order Value:				82,560.00	USD

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VALERO REFINING COMPANY-CALIFORNIA

Attachment B

To:
CEREX SCIENTIFIC
DBA ARGOS SCIENTIFIC INC
416 NE 153RD AVE
VANCOUVER WA 98684-3379

Purchase Order

PO Number:	**4501863918**
PO Date:	02/12/2010
Contact Person:	Susan Dyar
Telephone:	707/745-7326
Fax Number:	(707)745-7992
Email:	Susan.Dyar@valero.com
Vendor No:	186336
Delivery Date:	03/01/2010
Requisition No:	10857396

Invoice Address:
Valero Refining Company - CA
SAHQAP_BENICIA@VALERO.COM
Fax Number 210-370-6356
PO Box 691330
San Antonio TX 78269-1330

Ship To:
Valero Refining Company - CA
Benicia Plant
3300 Bayshore Road
Benicia, CA 94510

Purchase order number must appear on all packages, invoices, packing lists, and shipping notices.

This purchase order is subject to California state and local taxes if applicable. Valero Refining Company's Seller's Permit Number is SZOHC 97-695409 and its FEIN is 74-2651789.

Freight Terms: **Payment Terms:** NET DUE 30 DAYS

ATTN: DON GAMILES

PLEASE ADVISE BY FAX RECEIPT OF THIS PURCHASE ORDER OR E-MAIL TO SUSAN DYAR susan.dyar@valero.com, VERIFY CURRENT PRICING AND DELIVERY DATE(S) WITHIN 24 HOURS-THANKS

FAILURE TO PROVIDE THE ABOVE INFORMATION WILL RESULT IN DELAYED PAYMENT
NOTE: ALL PAPERWORK (PACKING LISTS, INVOICES, ETC.), MUST INCLUDE VALERO'S PURCHASE ORDER NUMBER AND/OR REQUISITION NUMBER. ALSO, ALL PACKAGES MUST HAVE THE PURCHASE ORDER NUMBER ON THE OUTSIDE OF THE PACKAGE(S) AND TAG NUMBERS, WHERE APPLICABLE. IF MATERIAL IS SHIPPED WITHOUT EITHER OF THESE NUMBERS, VALERO HAS THE RIGHT TO REFUSE DELIVERY.

WAREHOUSE HOURS ARE 8:00 A.M. TO 4:25 P.M. THERE IS NO ENTRY FOR DELIVERIES BETWEEN 11:30 A.M. A.M. 12:30.

****

A government issued Transportation Worker Identification Credential (TWIC) is required for entry into the Benicia Refinery. Any delivery driver not in possession of a TWIC will be delayed at the gate while waiting to be escorted into the refinery.

The parties responsible for transporting materials to Valero's Benicia Refinery MUST provide, on the delivery company letterhead, the driver's name, driver's license and vehicle plate numbers. This information must be faxed to 707-745-7831 at least 24 hours in advance of the delivery. Failure to provide this information in advance may result in the delivery being delayed or refused.

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VALERO REFINING COMPANY-CALIFORNIA

To:
CEREX SCIENTIFIC
DBA ARGOS SCIENTIFIC INC
416 NE 153RD AVE
VANCOUVER WA 98684-3379

Purchase Order	Date	Page
4501863918	02/12/2010	2 of 4

Item	Material#	Description	Quantity	U/M	Unit Price	Net Value	
00010		Entech TO-14 Canister Sampling Hardware	16.000	each			
		Gross Price			120.00	1,920.00	USD
		Non-Deductible Tax				160.80	USD
		Net incl. tax			130.05	2,080.80	USD
00020		OdaLogger Portable H2S Monitor	1.000	each			
		Gross Price			4,875.00	4,875.00	USD
		Non-Deductible Tax				408.28	USD
		Net incl. tax			5,283.28	5,283.28	USD
00030		RM Young Meteorological Station	1.000	each			
		Gross Price			4,000.00	4,000.00	USD
		Non-Deductible Tax				335.00	USD
		Net incl. tax			4,335.00	4,335.00	USD
00040		Met One PM 2.5 Sampling System	1.000	each			
		Gross Price			14,128.00	14,128.00	USD
		Non-Deductible Tax				1,183.22	USD
		Net incl. tax			15,311.22	15,311.22	USD

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VALERO REFINING COMPANY-CALIFORNIA

To:
CEREX SCIENTIFIC
DBA ARGOS SCIENTIFIC INC
416 NE 153RD AVE
VANCOUVER WA 98684-3379

Purchase Order	Date	Page
4501863918	02/12/2010	3 of 4

Item	Material#	Description	Quantity	U/M	Unit Price	Net Value	
00050		Ozone Monitor - 2B Tech Model #202	1.000	each			
		Gross Price			7,900.00	7,900.00	USD
		Non-Deductible Tax				661.63	USD
		Net incl. tax			8,561.63	8,561.63	USD
00060		Black Carbon Monitor - Model #AE42	1.000	each			
		Gross Price			24,800.00	24,800.00	USD
		Non-Deductible Tax				2,077.00	USD
		Net incl. tax			26,877.00	26,877.00	USD
00070		Open-Path UV Fenceline Monitor	1.000	each			
		Gross Price			45,640.00	45,640.00	USD
		Non-Deductible Tax				3,822.35	USD
		Net incl. tax			49,462.35	49,462.35	USD
00080		Automated GC Analysis System Model	1.000	each			
		Gross Price			47,470.00	47,470.00	USD
		Non-Deductible Tax				3,975.61	USD
		Net incl. tax			51,445.61	51,445.61	USD
		Total Purchase Order Value:				150,733.00	USD

VII.D.32

Community Air Quality Monitoring Program
Investment in Benicia by Valero - 1/10/10

		DESCRIPTION	AMOUNT	NOTES
as of 9/09	AFE BNO9-19145	Capital project -- purchase trailer	$14,633.00	
as of 9/09	Work Order 2420222	Timec charges - disconnect electrical	$324.00	
as of 9/09	Work Order 2420222	Timec charges - clear road, install new electrical, anchor trailer, Mark Gray's time	$3,092.00	
12/21/2009	Ck # 52599701	Cerex Scientific/dba Argos Scientic	$2,500.00	reinstall hound & test; site visit
12/23/2009		OFFICE MAX - Powerstrips, waste basket, heater,	$120.04	
as of 12/1/09	December 1, 2009	DSL charges - $54.99 per month -- EST	$69.99	ask about $15 change fee onDec. Bill
	January 1, 2010	DSL charges - $54.99 per month -- EST	$54.99	will ask Corp for help in tracking
	February 1, 2010	DSL charges - $54.99 per month -- EST	$54.99	will ask Corp for help in tracking
		TOTAL	$20,849.01	

1/5/10 - check on AFE BNO9-19145 for additional charges

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2008 VIP SETTLEMENT AGREEMENT

IX-D-5

VII.D.35

SETTLEMENT AGREEMENT

This Settlement Agreement and Mutual Release of all Claims ("Agreement") is made by and between GOOD NEIGHBOR STEERING COMMITTEE ("GNSC") an unincorporated association, and VALERO REFINING COMPANY-CALIFORNIA. The parties to this agreement are referred to collectively as the "Parties."

I. DEFINITIONS

"GNSC" shall refer to GOOD NEIGHBOR STEERING COMMITTEE, an unincorporated association of Benicia residents and business owners who are concerned about potential environmental impacts of Benicia Refinery operations generally and the VIP and amendments specifically.

"VALERO" shall refer to Valero Refining Company-California, a California corporation duly organized and existing under and by virtue of the laws of the State of California and including, but not limited to its executors, administrators, trustors, trustees, beneficiaries, predecessors, successors, assigns, indemnities, partners, partnerships, parent, subsidiary, affiliated and related entities, officers, directors, principals, agents, employees, servants, representatives, and all persons, firms, associations and/or corporations connected with them (including but not limited to all consultants, engineers, trade contractors, subcontractors, material suppliers, title officers , sales persons and sales organizations), who are or may ever become liable to them, including, without limitation, their insurers, sureties and attorneys;

"City" shall refer to the City of Benicia – a municipal corporation located in Solano County California. The City is the lead agency with respect to approval of the subject project and is responsible for complying with provisions of local law and the California Environmental Quality Act (CEQA.)

"VIP" shall refer to Valero Improvement Project as permitted by the City on or about April 28, 2003 and amended by the related June 3, 2003 Settlement Agreement between Valero and the City.

"VIP amendments" shall refer to the amendments to the VIP currently proposed by Valero.

II. RECITALS

A. On April 28, 2003 the City of Benicia Planning Commission approved a Use Permit with Conditions for the VIP, certified the project EIR, and adopted the related Mitigation and Monitoring Program ("MMRP")

B. GNSC and others subsequently appealed the Planning Commission's April 28, 2003 actions based on, among other things, their concerns regarding plant expansion.

C. In order to settle the appeal, Valero and the City entered into an agreement, the terms of which involved additional requirements for Valero's performance of the Conditions of Approval for VIP.

D. In or about early 2008, Valero applied to the City for certain amendments to the VIP Use Permit.

E. On or about June 2008, the City released an Addendum to the VIP EIR for public review and comment related to the VIP Amendments;

F. On July 10, 2008, the Planning Commission will hold a public hearing and consider the acceptance of the Addendum and approval of a Use Permit for the VIP Amendments;

G. GNSC has submitted written comments to the City alleging, among other things:

(1) that the Addendum is an inadequate environmental review because there exists significant change to the surrounding circumstances since the approvals of the original VIP EIR. Such changes include but are not limited to changes in the reliability of water supply, climates changes effect on the project, and the project effects on climate change;

(2) that the mitigations and conditions of approval as currently proposed for adoption by the Planning Commission are insufficient to mitigate potential significant impacts in such areas as water supply; general plan compliance; global warming, etc.;

H. Valero believes the proposed VIP Amendments and/or the original VIP project implementation address GNSC concerns and/or such concerns are not specifically related to the approval of the proposed VIP Amendments and an Addendum is the appropriate environmental review for the VIP Amendments as the implementation of the VIP amendments would not result in new significant environmental effects or a substantial increase in severity of previously identified significant effects and that there are no project alternatives or mitigation measures previously found to be infeasible that are, in fact, feasible and that would substantially reduce one or more significant effects on the environment;

I. There is, therefore, a current and ongoing dispute and controversy that exists between the Parties. The Parties wish to resolve the dispute between them and avoid further proceedings. This Agreement is entered into between the Parties to bring to a close all disputes, controversies and/or claims regarding the Addendum to the VIP EIR and the amended Use Permit for VIP Amendments, and any potential future claims or complaints in any way related to the current and future Industrial Activities on the current and future use of the Project.

NOW, THEREFORE, IN CONSIDERATION OF THE TERMS AND CONDITIONS SET FORTH IN THIS MUTUAL AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

III. INCORPORATION OF RECITALS

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

IV. COVENANTS

A. In exchange for the Covenants made by Valero herein, GNSC agrees and covenants to forego any appeal of a Planning Commission approval of the VIP Amendments and any subsequent approvals associated with the VIP Amendments so long as said VIP Amendments approval includes adoption and acceptance by the City of the additional commitments as detailed in Exhibit A, attached hereto, incorporated by reference, and agreed to by Valero herein. In so covenanting, GNSC expressly reserves all rights to comment on and otherwise challenge subsequent projects that may result in a substantial change to VIP amendments as defined herein.

B. In exchange for the Covenants made by GNSC herein, Valero agrees and covenants to abide by the additional commitments as detailed in Exhibit A, so long as the July 10, 2008 Planning Commission approvals are issued and upheld without amendment on any appeal by no later than August 31, 2008. All of said commitments become operable 30 day s after final approval.

C. This Agreement is a compromise and settlement of disputed claims among the Parties and shall not be construed as an admission of liability by any of the parties hereto. It is expressly understood and agreed by the Parties that this Agreement is the result of a compromise of disputed claims and that the Parties deny any liability whatsoever to each other, but in executing this Agreement, it is the intention of the Parties to fully and finally dispose of any and all claims which exist or may hereafter exist arising out of or in any manner connected with or related to the claims or the lawsuit resulting therein.

D. The parties hereby represent, warrant and agree as follows: The Parties have made no statement, representation, or promise, other than as set forth herein, to the opposing parties in entering into this Agreement which has been relied upon in entering into or executing Agreement; any representation, warranty, promise, or condition, whether written or oral, not specifically incorporated herein shall not be binding upon any of the parties hereto; the parties acknowledge that in entering into the Agreement they have not relied upon any representation, promise, or conditions not specifically set forth herein; and that the parties have the full legal right and authority to enter into this Agreement and fully authorize and release the matters referred to herein.

E. The Agreement may be executed in one or more counter parts, each of which shall be deemed an original, and which taken together, shall constitute one and the same instrument. If the Parties sign this Agreement on different dates, then the latest date of signing by a Party shall be the Effective Date.

F. The Parties acknowledge and agree that the drafting of this Agreement has been a joint effort by the parties and that the Agreement shall not be deemed prepared or drafted by any one of the Parties.

G. This Agreement constitutes a single, integrated, written contract and expresses the entire agreement of the Parties hereto with respect to the subject matter of this Agreement. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all the Parties hereto.

H. This Agreement constitutes the entire agreement between the Parties and it is expressly understood and agreed that this Agreement may not be altered, amended, modified or otherwise changed in any respect or particular whatsoever except by a writing duly executed by authorized representatives of the Parties. The Parties hereby agree and acknowledge that they will not claim at any time or place that this Agreement has been orally altered or modified or otherwise changed by oral communication of any kind or character. There are not oral understandings, statements, or stipulations bearing upon the effect of this Agreement, which have not been incorporated herein.

I. The invalidity or unenforceability of any provision of this Agreement, or any part of any such provision, as determined by a court of competent jurisdiction, shall in no way affect the validity or enforceability of any other provision of this Agreement or the remainder of such provision. Each party agrees to bear its own attorneys fees and costs in the drafting of this document.

J. In the event of any controversy, claim or dispute between or among any of the parties arising out of this Agreement, the prevailing party, as defined by California Code of Civil Procedure section 1032(4), except that the prevailing party may be determined in mediation, by the arbitrator or by a court and such prevailing party shall be entitled to recover from the losing party or parties its reasonable attorneys' fees and costs after mediation, arbitration and/or court.

K. This Agreement is made, and shall be construed and enforced in accordance with the laws of the State of California. Nothing contained herein shall be construed so as to require the commission of any acts contrary to law, and wherever there appears a conflict between any provision of this Agreement and any present or future statute, law, ordinance or regulation, operation of this Agreement shall be curtailed and limited only to the extent necessary to make it comply with such statute, law, ordinance or regulation.

L. Paragraph and section headings within this settlement agreement are of no legal force and effect, but are provided solely for convenience.

WHEREFORE, the Parties hereto have executed this Agreement the day and year indicated below.

Date: 7-10-08, VALERO

By: Doug Comeau
Doug Comeau

Date: July 10 2008, GNSC

By: Marilyn Bardet
Marilyn Bardet

Exhibit A

To be incorporated as additional Use Permit Conditions into the Valero Refining Company-California, dba, Valero Benicia Refinery ("Valero") proposed Valero Improvement Project Amendments (07PLN-32) July 10, 2008, Planning Commission approvals.

Commitment to Air Quality Monitoring

To ensure the continued availability of air quality monitoring data, Valero will support on-going operation of the existing temporary open-path air quality monitoring station for the next 5 years.

1. Provide a total not to exceed $10,000 per year for 5 years for continued operation of the community air monitoring equipment. These funds would be used for equipment and site maintenance, data management, and communication of results.
2. Within one year of the approval of the VIP Amendments, construct a permanent monitoring shelter (estimated at $200,000) for the community air monitoring equipment.
3. Sponsor a joint community workshop with the Bay Area Air Quality Management District ("BAAQMD") to discuss air quality data gathered to date.
4. Valero will work in good-faith with the GNSC, the Community Advisory Panel ("CAP"), and the BAAQMD to maintain permanently an air monitoring station at the present location.
5. Provide routine air quality data reports about air quality monitoring results directly to the CAP and make such information available to the City upon request.

Commitment to Refinery Buffer Area

Valero recognizes the importance of a buffer zone between the refinery processing area and surrounding community residences. Valero has no plans to develop nor will they seek to develop refinery process units or storage tanks west of East 2nd Street or in areas east of East 2nd designated in the Benicia General Plan as limited industrial.

Valero also supports the possible future acquisition of land between refinery operations and the community to enhance the buffer zone. To that end, Valero will in good faith support acquisition of additional buffering land on its own or in partnership with others. Valero will make available a total not to exceed $1,000,000 to be used to acquire such lands.

Commitment to GHG Reduction Initiatives

Valero recognizes the GNSC concerns over GHG emissions. To that end, Valero will:

1. Commit to the implementation of projects at the refinery that improve energy efficiency and reduces GHG emissions
2. Provide a total not to exceed $700,000 to the City for a tree program.
3. Provide a total not to exceed $50,000 to the City toward the purchase of hybrid vehicles for the City's vehicle fleet.
4. Provide a total not to exceed $200,000 per year for 3 years to the City for projects identified in the City's Climate Action Plan now under development.
5. Provide a total not to exceed $400,000 to BUSD toward implementation of GHG reductions measures identified from energy audits conducted by the BUSD.
6. Provide routine reports about refinery GHG emission inventory and future compliance plans for AB 32 directly to the CAP and make such information available to the City upon request.

Commitment to Water Conservation

Valero remains committed to water conservation in our operations. As a demonstration of this commitment, Valero will:

1. Provide a total not to exceed $2,000,000 per year for 5 years to the City toward City-approved water conservation projects. The annual amount must be used for verifiable water reduction projects implemented by the City, community residents, Valero, and businesses in Benicia. Any proposed Valero water conservation projects must be discretionary and not regulatorily mandated.
2. In good faith support acquisition of land on its own or in partnership with others to be used for watershed protection/watershed preservation. Valero will make available a total not to exceed $1,000,000 to be used to acquire such lands.
3. Provide routine reports about refinery water usage directly to the CAP and make such information available to the City upon request.

Satisfaction of the items 1 through 3 above fulfills any remaining obligation that Valero might have under Provision 5 of the June 5, 2003 Settlement Agreement.

Commitment to VIP Project Timing

Valero will construct and operate the FCCU/Coker Scrubber before the beginning of operation of the sulfur plant expansion.

Chapter 2.108
COMMUNITY SUSTAINABILITY COMMISSION

Sections:

2.108.010 Established – Membership.
2.108.020 Purpose.
2.108.030 Definitions.
2.108.040 Members – Qualification.
2.108.050 Members – Ex officio.
2.108.060 Meeting time and place.
2.108.070 Officers – Appointment.
2.108.080 Officers – Duties.
2.108.090 Duties.

2.108.010 Established – Membership.
The community sustainability commission is established in the city. The commission consists of seven voting members, one of whom shall be a high school student. (Ord. 09-16 § 2).

2.108.020 Purpose.
The purpose of the commission is to educate, advocate and provide oversight for integrated solutions that seek a sustainable equilibrium for economic, ecological, and social health and well-being, both now and in the future. (Ord. 09-16 § 2).

2.108.030 Definitions.
"Sustainability," as defined by the Benicia general plan and by the World Commission on Environment and Development (a.k.a. 1987 Brundtland Commission), is meeting the needs of the present generation without compromising the ability of future generations to meet their needs. Sustainability is an evolving concept and the definition will evolve over time. (Ord. 09-16 § 2).

2.108.040 Members – Qualification.
A. Each member of the community sustainability commission shall have expertise and/or demonstrated interest in one or more of the following areas:

1. Water quality, water use efficiency and conservation;

2. Air quality;

3. Local and regional ecology;

4. Energy;

5. Mobility;

6. Land use/stewardship;

7. Green site planning and building;

8. Waste management;

9. Community and regional economics/finance;

10. Social justice;

11. Public relations;

12. Local based business management (merchants, etc.).

B. One member of the commission shall be a high school student with junior or senior standing who resides in Benicia. (Ord. 09-16 § 2).

2.108.050 Members – Ex officio.
The commission shall have nonvoting ex officio members from:

A. Benicia Unified School District, President or designee;

B. Valero Refinery, General Manager or designee;

C. Amports, General Manager or designee;

D. Good Neighbor Steering Committee, Chair or designee.

To increase participation, an ex officio member may only represent one of the above categories. (Ord. 09-16 § 2).

2.108.060 Meeting time and place.
The commission shall meet on the third Monday of every other month (bimonthly, six times per year) at the hour of 7:00 p.m. in the Commission Room, City Hall, 250 East L Street, Benicia, California. (Ord. 09-16 § 2).

2.108.070 Officers – Appointment.
The commission shall elect a chairperson and a vice-chairperson from among its members. The chairperson and vice-chairperson serve for a term of one year and until the successor of each takes office. The commission shall also appoint a secretary. The secretary need not be a member of the commission. (Ord. 09-16 § 2).

2.108.080 Officers – Duties.
A. Chairperson. The chairperson shall preside at all meetings of the commission, appoint all committees, and perform the duties necessary or incidental to that office.

B. Vice-Chairperson. The vice-chairperson is chairperson in the absence of the chairperson or in case of the inability of the chairperson to act.

C. Secretary. The secretary shall keep minutes of each meeting and shall record the official action taken. On all official actions on which a vote is taken, the secretary shall take the vote by roll call, in alphabetical order, with the chairperson voting last. The secretary shall certify each official document and resolution of the commission. The secretary shall maintain records of operation and shall perform such other duties as the commission assigns. (Ord. 09-16 § 2).

2.108.090 Duties.
The commission shall:

A. Advise the city council on implementation of the Benicia climate action plan and related city strategic plan performance measures, as appropriate.

B. Provide recommendations regarding the distribution of climate action and water conservation funds from the 2008 Valero Improvement Plan Settlement Agreement and from future funding sources allocated to support the efforts of making Benicia a more sustained community with reference to the climate action plan.

C. Advise the city council on matters related to sustainability, climate change and greenhouse gas reductions, including recommendations on forthcoming innovative programs and amendments to the climate action plan, if necessary.

D. Facilitate public outreach, education and collaboration with regards to community sustainability to guide Benicia's transition towards being a sustainable, socially just, economically vibrant, and green community.

E. Prepare an annual report to city council on implementation of this chapter.

F. Make recommendations to the city council regarding funding, including the search for private and public grants consistent with the needs of the community. (Ord. 09-16 § 2).

This page of the Benicia Municipal Code is current through Ordinance 11-06, passed May 17, 2011.
Disclaimer: The City Clerk's Office has the official version of the Benicia Municipal Code. Users should contact the City Clerk's Office for ordinances passed subsequent to the ordinance cited above.

City Website: http://www.ci.benicia.ca.us/ (http://www.ci.benicia.ca.us/)
City Telephone: (707) 746-4201
Code Publishing Company (http://www.codepublishing.com/)

VII.D.46

AGENDA ITEM
CITY COUNCIL MEETING DATE - SEPTEMBER 6, 2011
CONSENT CALENDAR

DATE : August 15, 2011

TO : City Manager

FROM : Library Director

SUBJECT : **PURCHASE OF CUBICLES FOR LIBRARY STAFF WORKROOM SAFETY RENOVATION PROJECT**

RECOMMENDATION:
Approve, by motion, purchase of new cubicles for the library's staff workroom.

EXECUTIVE SUMMARY:
To provide a safer work environment, the Library Director is requesting approval of the City Council to purchase new cubicles for the library's staff workroom. The entire staff workroom safety project consists of purchasing and installing new cubicles and new carpet. The purchase and installation of new workstations will provide safer work conditions for staff until sufficient funding for the basement project is available. At that time, the cubicles will be relocated onto the lower floor. Additionally, new carpet will eliminate trip hazards that exist due to wear of the carpet.

The Council has already approved the budget for this purchase in account 050-3450-9115. With a purchase price of $29,571.72, specific authorization for the purchase must be given by Council. California Multiple Awards Schedule (CMAS) pricing has been obtained for the purchase of the cubicles to ensure that a low bid is obtained for a high quality product. The carpet will be carpet squares made from 60% post industrial recycled content by the Mohawk Group and will be paid for by the Friends of the Library (087-3489-9115).

BUDGET INFORMATION:
No impact on the general fund budget. Funds for this project are currently in the Library Basement Account (050-3450-9115): in 2006-7, when the basement project seemed imminent, $100,000 was transferred from the Measure B (083-3483) fund and $200,000 was transferred from the Interlibrary Loan (088-3488) account. Additional funds were transferred in 2007-8 and 2008-9, leaving a current fund balance of approximately $310,735.

California Multiple Awards Schedule (CMAS) pricing has been obtained for the cubicles. Three bids for the carpet were obtained, with a local company,

FloorTec, providing the lowest bid of $9,925.83. The Friends of the Library donated $15,000 to purchase and install new carpet in the staff workroom, so this part of the project will be paid for through the Friends of the Library account (087-3489-9115).

GENERAL PLAN:
Relevant Goals and Policies:

- Goal 2.8: Improve and maintain public facilities and services.
  - Policy 2.28A: Establish standards for city services and facilities, as approved by the City Council.
- Goal 3.4: Support the library and the services it provides to the community.
  - Policy 3.4B: Plan for expanding library services into existing unfinished basement space as needs dictate.

STRATEGIC PLAN:
Relevant Strategic Plan Issue and Strategies:

- Strategic Plan Issue #5: Maintain and Enhance a High Quality of Life
  - Strategy #6: Support Benicia Public Library's ability to meet the public's expanding needs for information, communication and literacy
    - Action (b): Plan for future basement expansion

BACKGROUND:
The Building Inspector's report has consistently indicated that the library staff workroom is poorly designed and creates a potentially unsafe work area. When the building was designed, the area was intended for use by six staff persons: due to the expansion of library services and staff after the passage of Measure B, the work area for each employee was reduced by approximately 50% and the staff workroom now houses 13 cubicles. In addition, one full-time staff member and several part-time staff currently work in the basement. Through better space planning, we intend to bring all employee workstations to the upper floor.

The U.S. Occupational Safety and Health Administration (OSHA) provides no exact measurement specifications for cubicles, but does require employers to promote an ergonomically friendly environment to reduce the potential for injury to employees. OSHA's ergonomic guidelines require the cubicle to comfortably provide enough space for the user and his office equipment. The space must provide ample room for movement and ample clearance for legs and feet. The distance between the under-surfaces of the table must provide ample clearance for the user's thighs when seated at the table or workstation. In addition, workspaces should comply with local, state and national fire codes for fire prevention and safety egress.

The workspaces currently in use were either built when the library moved into the

current building, in 1993, or later constructed out of "spare parts" stored in the basement to accommodate the growing staff. Some of the original cubicles have also been divided or used for multiple employees sharing a space designed for one person. The science and practice of ergonomics was in its infancy in 1993 and, although we have had upgrades to our desk chairs and improvements such as new computer monitors, keyboard trays and risers to bring monitors up to a better level, the overall configuration of the cubicles has not changed.

The proposed cubicles have many advantages over the present ones:

- Height of the work surface can be adjusted to fit employees of different heights.
- Individual lighting is provided.
- Furniture is provided for storage (book shelves and filing cabinets, storage for personal items), reducing the need to store items on the floor.
- The principal area that is used regularly by more than one person (the DA workstation) will be specifically configured to allow everyone to work safely and efficiently.
- The carpet, which is stained, worn, and a tripping hazard in many places, will be replaced.

OSHA has a checklist for ergonomic workstations: www.osha.gov/SLTC/etools/computerworkstations/components.html. Below is a table comparing components of our workstations against applicable parts of the checklist.

OSHA Guidelines	**Present**	**Proposed**
Head and neck to be upright, or in-line with the torso (not bent down/back)	Y	Y
Top of the screen is at or below eye level so you can read it without bending your head or neck down/back.	N	Y
User with bifocals/trifocals can read the screen without bending the head or neck backward.	N	Y
Monitor position is directly in front of you so you don't have to twist your head or neck.	N	Y
Glare (for example, from windows, lights) is not reflected on your screen, which can cause you to assume an awkward posture to clearly see information on your screen.	N	Y
Legs and feet have sufficient clearance space under the work surface so you are able to get close enough to the keyboard/input device.	N	Y
Thighs have sufficient clearance space between the top of the thighs and your computer table/keyboard platform (thighs are not trapped).	N	Y

Workstation and equipment have sufficient adjustability so you are in a safe working posture and can make occasional changes in posture while performing computer tasks.	N	Y
The angle and tilt [of the computer monitor] should be easily adjustable.	N	Y
The desk area should be deep enough to accommodate a monitor placed at least 20 inches away from your eyes.	Y	Y
The location and angle of the light sources, as well as their intensity levels, should be fully adjustable.	N	Y

In addition to a lack of ergonomic features, the age of the cubicles makes them unsafe. While writing this report, one of the cubicle walls snapped off: the hardware in the unit that holds the panels together was destroyed, so the unit cannot be replaced or reused. Fortunately, the staff person working in the space was not injured, but the potential for injury due to the age of the units continues to increase.

The use of approximately $30,000 for the renovation of the staff workroom will provide new work cubicles and carpet. The new cubicles can be moved to the basement when that area is finished. The old cubicles cannot be reused, as they are too old to be reconfigured into the new design. Staff will offer them to other city departments and organizations to see if these can be reused in another agency.

SUMMARY:
Purchase of new cubicles is essential at this time to minimize the risk to staff caused by the age and limited ergonomics in the current cubicles. The cubicles being purchased will be used at a later time in the basement.

Attachments:

- Building Inspector's Report
- Floor plan of remodeled space

August 3, 2011

Safety concerns at the Benicia Public Library

In March of 2011, Brent Everett from Building Maintenance, Ray Iverson from the Fire Dept. and myself were asked to do our annual safety inspections of all city facilities.

We typically go through every building and note any safety concerns or problems at the time of the inspection or at any future time that may compromise the safety of city personnel or the public. The library staff cubicles are the most crowded of any of the City facilities that we have inspected and they are getting worse from year to year.

We were very concerned about the amount of clutter and cramped quarters for the staff at the library personal workstations. The unusual high storage on and around the cubicles was a concern and also the fact that the aisles and walkways have been filled in by shelves, trays, book supplies and the like. This overly crowded area compromises the safety and paths of egress that the staff and anyone else in that area. Clear and adequate egress paths are required by law in case of an immediate evacuation of the premises. Even for a daily working environment without an emergency situation it would be very difficult because of the cramped and cluttered quarters for the people to complete their daily tasks efficiently.

The inspection that we performed that day was tough because of the above mentioned items. Just checking for safety features on heaters, plug strips, extension cords etc. was very difficult because of the floor space that is covered with the employees work items and the roll-over items from the library itself.

The Bottom Line: The paths and aisles are not wide enough, clear, and easily recognizable for this inspection. If an earthquake or the like were to occur of any significance at all, the items that are stored above and around these areas could fall into the paths and create another hazard or fall onto the employee sitting in their cubicle space.

The building code and fire codes are very specific on paths of egress. It is an important and critical item in any building especially in commercial and industrial facilities.

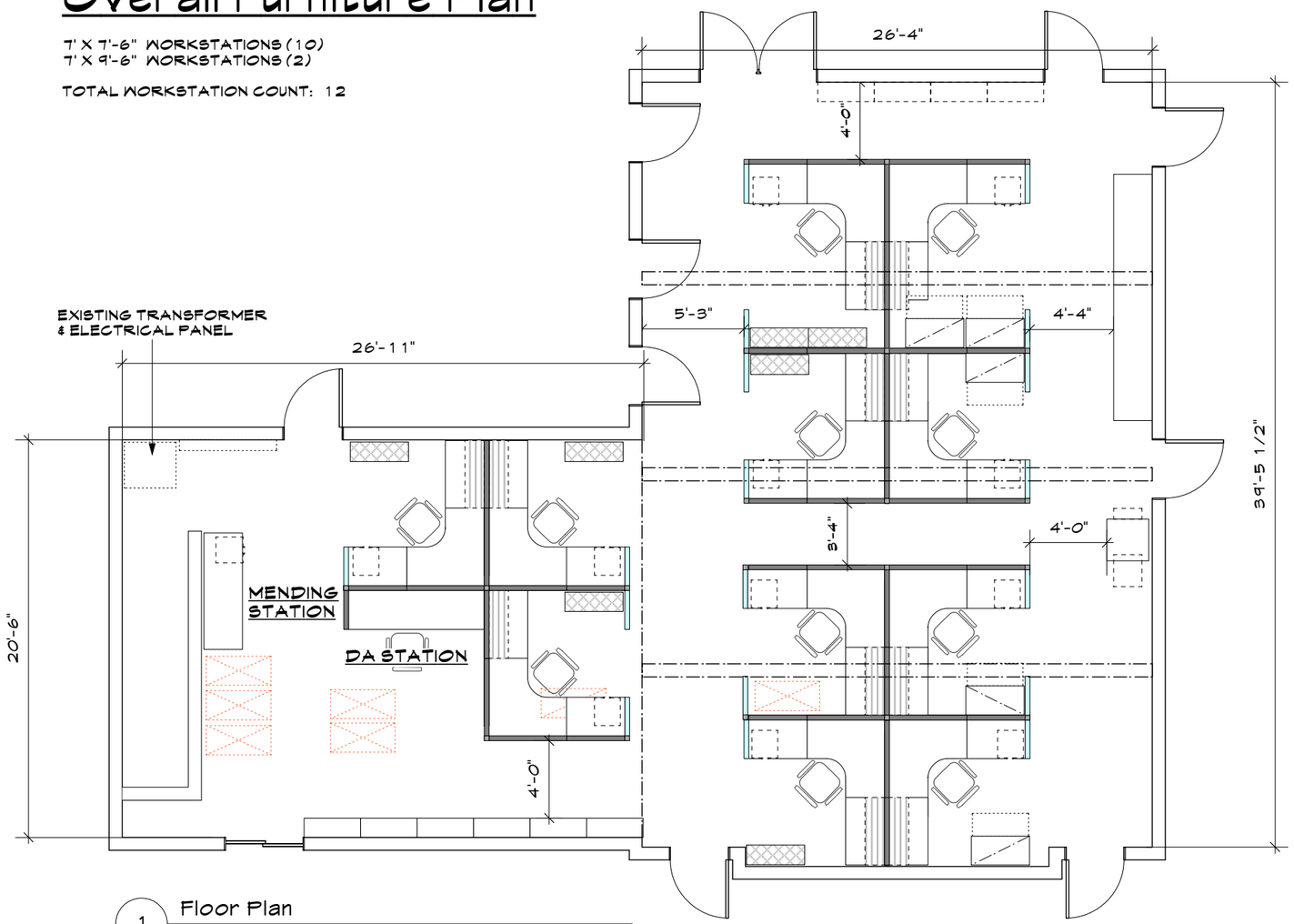
You immediate response to the problem would be appreciated. Any questions or other concerns could be addressed to the Building Division.

Jim Arruda
Building Inspection

Overall Furniture Plan

7' X 7'-6" WORKSTATIONS (10)
7' X 9'-6" WORKSTATIONS (2)

TOTAL WORKSTATION COUNT: 12



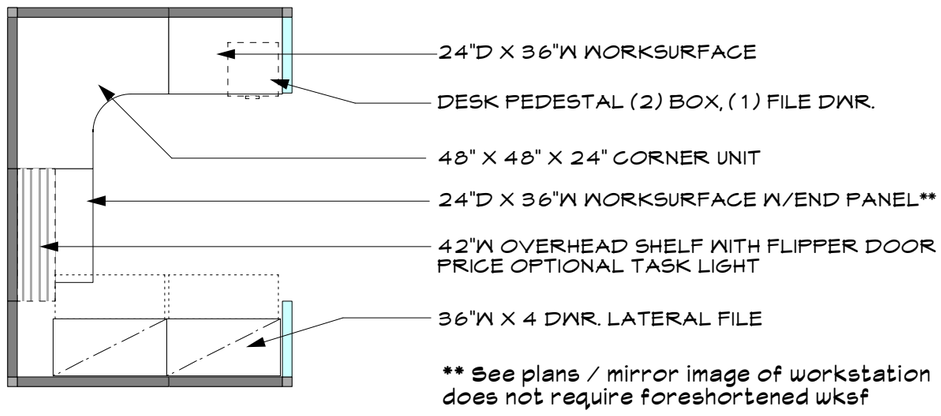
1 Floor Plan
Scale: 3/16" = 1'-0"

Project:	Benicia Public Library
Description:	FINAL FURNITURE PLAN
Scale:	as noted
Drawn by:	MMM
Issue Date:	6/10/11
File Name:	Benicia Admin Scheme C

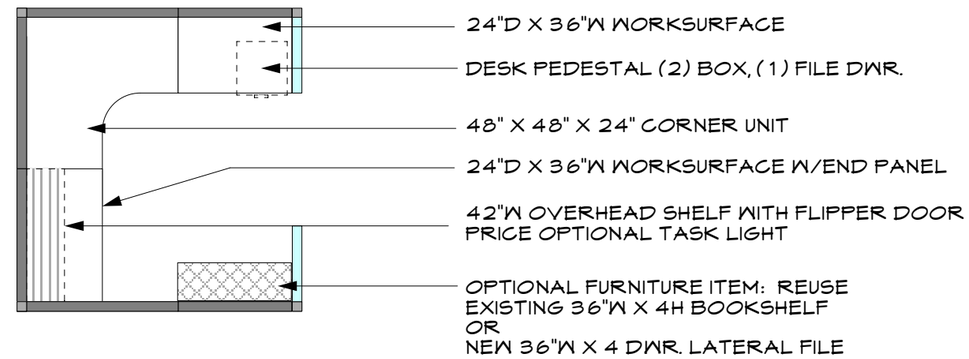
BENICIA PUBLIC LIBRARY
ADMINISTRATION AREA

SPACE PLANNING
Page 1 of 2

KYOOB
P.O. Box 1176
Cloverdale, CA 95425
Tel. 707-774-6030
marian@kyoob.com

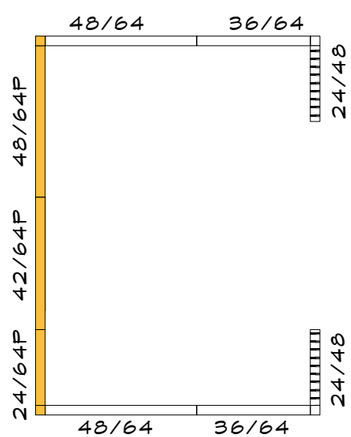


1 7' X 9'-6" TYPE A - COMP.
Scale: 1/4" = 1'-0"

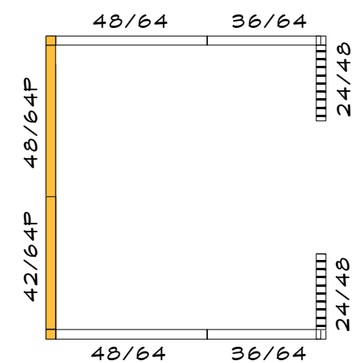


2 7' X 7'-6" TYPE B - COMP.
Scale: 1/4" = 1'-0"

Note add an additional file file pedestal in all the workstations



1A 7' X 9'-6" WORKSTATION - PANELS
Scale: 1/4" = 1'-0"



2 7' X 7'-6" WORKSTATION - COMP.
Scale: 1/4" = 1'-0"

Project: Benicia Public Library
Description: workstation details
Scale: as noted
Drawn by: MMM
Issue Date: 6/19/11
File Name: Benicia Admin workstations

BENICIA PUBLIC LIBRARY
workstation details
SPACE PLANNING
Page 2 of 2

KYOO
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marian@kyoob.com

VII.E.8

AGENDA ITEM
CITY COUNCIL MEETING DATE - SEPTEMBER 6, 2011
CONSENT CALENDAR

DATE : August 31, 2011

TO : City Council

FROM : City Attorney

SUBJECT : **ADOPT THE ORDINANCE TO CHANGE THE STIPEND AND BENEFITS OF THE CITY TREASURER**

RECOMMENDATION:
Adopt the ordinance to clarify the duties of the treasurer, eliminate the stipend and benefits, and replace with reimbursement of expenses.

EXECUTIVE SUMMARY:
Last October the City Council appointed Teri Davena to fill the vacancy created by the passing of Treasurer Teddie Bidou. Ms. Davena declined the stipend and benefits. Since that time the City Council has considered whether the treasurer position should be elected or appointed and what the compensation for the position should be. After review by the Finance Committee to discuss possible duties the treasurer should have, the Council decided to have the position compensated through the reimbursement of expenses. The ordinance to codify the duties and the compensation for the position was introduced at the August 16, 2011 meeting. Since the position is remaining elected, two qualified candidates are running for the treasurer position.

BUDGET INFORMATION:
Teri Davena has waived the salary and benefits related to the position. Depending on whether a stipend/salary and benefits are provided and what benefits are selected, the budget impact for a new treasurer will vary from zero to $30,500 on the high side. Assuming each of the two candidates would qualify for benefits at the "plus one" rate, it appears that the actual cost for salary and benefits (if not eliminated) would be $25,600.

Please note that the deadline for putting a ballot measure on the November ballot was August 12th. A stand-alone (special election) would cost the City $15 per registered voter (confirmed by Registrar's office), which would be $261,765.

GENERAL PLAN:
N/A

STRATEGIC PLAN:
N/A

BACKGROUND:
Government Code section 36515 provides: "The government of a general law city is vested in:

(a) A city council of at least five members.
(b) A city clerk.
(c) A city treasurer.
(d) A chief of police.
(e) A fire chief.
(f) Any subordinate officers or employees provided by law."

Elected vs. Appointed:
The City of Benicia is a general law city and so must have a city treasurer. Government Code section 36508 allows the position to be appointed instead of elected. As summarized below, many general cities have, over time, made the position appointed instead of elected. In many cases, the city's finance director is also the city treasurer. Other positions in a city may also hold the title of treasurer such as the city manager. California has 482 cities. Of those, 173 have elected treasurers.[1] The rest have appointed treasurers who may hold other duties including City Manager and Finance Director. In Solano County, 6 of the 7 cities have elected treasurers. In Contra Costa County, 8 of the 19 cities have elected treasurers. All 5 of the cities in Napa County have appointed treasurers. See attached table.

Since the passing of elected City Treasurer Teddie Bidou and the September 28, 2010 Council meeting to consider appointing or electing a replacement treasurer, the City Council has pondered the question of whether the office of treasurer should be elected or appointed. At the City Council's October 12, 2010 meeting staff was directed to update the research on putting a ballot measure regarding whether the treasurer position should remain elected. The research is noted above. The Council has decided not to put a measure on the November ballot to make the position appointed. First, the cost to put the measure on the ballot would exceed the annual cost of the position. Second, an elected treasurer is in a better position to advise the voters as to whether the position should remain elected or appointed. This issue may be revisited in the future, if desired.

[1] League of California Cities Elected Treasurer Roster 4-29-10 reports 173 elected treasurers. 5 positions were later made appointive in the November 2010 election. See table on November 2010 elections. My research in 1998 found there were 472 cities and 183 elected treasurers.

Duties of the Treasurer:
At the June 7, 2011 meeting the Council considered this as well as an ordinance to transfer whatever duties are remaining with the treasurer to another office. Currently, the Benicia Municipal Code mentions the treasurer 5 times. There are two references to the treasurer in the campaign contribution and spending limit ordinance applying the rules to the treasurer (Sections 1.42.020 and 1.42.030). There are two references requiring cooperation with the City Manager and Finance Director (Section 2.08.100 and 2.16.050). The last reference is to the bonding requirements for the treasurer position. (Section 2.20.010). There are no references to duties for the city treasurer in the Benicia Municipal Code. All statutory duties of a city treasurer have been transferred to other offices or the County.

As noted in the June 7, 2011 staff report, according to the Association of Public Treasurers of the United States and Canada, California started a trend to abolish the position of City Treasurer in the 1960's. This may explain why less than half of the cities in California have elected treasurers. I could not find any definitive reason for why the position has been eliminated or made appointed but it may be that the duties of a City Treasurer have been eliminated and transferred over time. State laws governing investments, modern accounting practices, computerized recordkeeping and the required use of independent auditing firms have decreased the need for an elected City Treasurer. The duties of the City Treasurer include investing cities monies in accordance with State law and the investment policy of the City Council, prepare and submit a monthly report to the City Council accounting for all receipts, disbursements, and fund balances, and sign disbursements in the name of the City upon the direction and authorization of the City Council. These duties have been performed by the Finance Director for some time now. As the only requirements for an elected treasurer are age, residency and registered voter status, an elected treasurer may not have the background and experience for the finance work.

At the June 7th meeting, Finance Director Rob Sousa further explained the changing role of city treasurers and noted the role that new laws and new equipment have played in changing accounting and financial management practices. A copy of a transcript of his remarks is attached.

At the June 7th meeting, the City Council requested that the Finance Committee review, and recommend, if formal duties should be required of the treasurer. At their July 22, 2011 meeting, the Finance Committee reviewed various "job" descriptions for treasurer from other agencies. A copy of that report is attached. Ultimately, the Finance Committee recommended that the countersigning of the warrants and attendance at the Finance Committee meetings should be the extent of the duties of the Treasurer.

Since the Finance Committee meeting a few more "job" descriptions have been found. They are attached. As noted we could only find three job descriptions for elected treasurers. The cities that have set forth the treasurer duties in more detail are Antioch, Pittsburg and Walnut Creek.[2] Of these only Antioch has any detail. They have a two-page job description. See pages 16-17 of the Finance Committee Report. Their example of duties includes many of our Finance Director duties. Pittsburg's description states: "The treasurer of the city shall audit and examine all investments made by the city, or its duly authorized personnel, at those times deemed necessary by him and shall in his discretion report his audit and examination to the city council." Walnut Creek's description states: "The City treasurer shall have such duties as are prescribed by the general laws of the state and the regulations of the City."

The draft ordinance proposes that the duties be to attend the Finance Committee meetings and to countersign the warrants.

Compensation:

Not unlike most jurisdictions in California, the City of Benicia has identified a structural deficit due to the unprecedented downturn of the economy. The City has identified a structural deficit that is anticipated to continue for the next 10 years, with a projected shortfall of approximately $1.7 million for 2011-12. The City Council has been seeking salary and benefit reductions from employees and elected officials. A table of the estimated budgetary impacts for the City Treasurer position with compensation and benefits is attached. Since there are no duties of the City Treasurer in the Municipal Code, staff recommended that the compensation be eliminated as part of the City's efforts to make ongoing reductions in order to address the City's structural deficit. Now that there are some duties for the position proposed, a reimbursement of expenses is appropriate. Reimbursement allows the work of the position to be done properly and allows for the treasurer to attend classes and meetings necessary to fulfill the duties. It should be noted, however, that the members of the Finance Committee and the City's other commissions, committees and boards serve without any compensation.

Some people, including Mr. Autz, have suggested that the treasurer be paid on a per meeting basis. This compensation plan does not eliminate the PERS requirement discussed below. Mr. Autz' comments are attached and include possible job duties as well.

Part of the Council's discussion on June 7th revolved around getting rid of the benefits but keeping the stipend. According to the PERS website, if a stipend is

[2] Antioch's description is attached to the Finance Committee Report. The others are attached to the Table with the Extra Job Descriptions.

given to the treasurer, it is the treasurer's option, and not the City's, as to whether the treasurer is enrolled in PERS. If only reimbursement of expenses is provided, enrollment in PERS is not allowable. Please see the attached sheets on "Optional" Members of PERS. The Finance Committee also considered the stipend/salary issue and agreed it should be eliminated. Mr. Langston has suggested that the stipend should be reduced to $200 per month. This would not eliminate the PERS cost but would reduce the cost since it is percentage based.

In order to maintain the cost savings, it is recommended that the Council adopt an ordinance to remove the stipend/salary and benefits the treasurer would receive.[3] Removing the stipend/salary for the position eliminates the PERS costs as well. The ordinance would not impact the current City Treasurer who has already waived the stipend and benefits. It would, however, impact any future treasurers after the expiration of the current Treasurer's term. In lieu of a stipend/salary, it is recommended that reimbursement of expenses should be allowed. Since there are minimal job duties, the expenses should be minimal as well. It is worth noting that the rules about increasing Council compensation during a term do not apply to the treasurer position since the treasurer does not set his or her own salary. This means that the Council could revisit the issue mid-term and increase the compensation. The Council cannot decrease the compensation mid-term so it is recommended that the reimbursement of expenses be adopted.

FUTURE ACTIONS:
As noted above, an elected treasurer is in a better position to advise the voters as to whether the position should remain elected or appointed. Therefore, it is recommended that the newly elected Treasurer be tasked with evaluating the appointed vs. elected issue. Although the City did ask the appointed vs. elected question of the voters previously, it was 13 years ago in 1998.

It is also suggested that the new Treasurer review the position and make recommendations for changing the duties and compensation, if any.

Attachments:

- Ordinance to Eliminate Salary and Benefits for the City Treasurer
- November 2010 Election Table
- Local Treasurer Elected vs. Appointed Table
- Transcript of Finance Director Rob Sousa's June 7, 2011 Comments
- Finance Committee Report for the Meeting of July 22, 2011.

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[3] Health, Life, Dental, and Vision insurance benefits are not currently authorized for the City Treasurer position. To authorize those benefits the ordinance should be amended to include authority for the benefits.

- Additional Job Descriptions for Treasurer
- Budgetary Costs for the Treasurer Position
- Mr. Autz' Comments on the Treasurer Position
- PERS Information

Related documents Not Attached But Available On-line

- September 28, 2010 Council Report
- October 12, 2010 Council Report
- June 7, 2011 Council Report

cc: H.R. Autz
Robert Langston
Teri Davena

CITY OF BENICIA

ORDINANCE NO. 11-___

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BENICIA ADDING A NEW CHAPTER 2.48 (CITY TREASURER) TO DIVISION 1 (ORGANIZATION) OF TITLE 2 (ADMINISTRATION AND PERSONNEL) OF THE BENICIA MUNICIPAL CODE

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BENICIA DOES ORDAIN as follows:

Section 1.

Division 1 (Organization) of Title 2 (Administration and Personnel) of the Benicia Municipal Code is amended by adding a new Chapter 2.48 (City Treasurer) to read as follows:

Chapter 2.48

CITY TREASURER

Sections:

2.48.010 Powers and duties.
2.48.020 Elimination of compensation and benefits.

2.48.010 Powers and duties. All statutory duties and responsibilities not heretofore transferred to the county, the city manager or the finance director which are now performed by the city treasurer are transferred to the city clerk, who is ordered to perform all such duties, including but not limited to, those duties required by law.

The city treasurer shall countersign warrants and serve on the Finance Committee.

2.48.020 Elimination of compensation and benefits. The city treasurer shall receive no benefits or compensation but shall be eligible to receive reasonable expenses in accordance with city policy.

Section 2.

Conflicting provisions. All ordinances or resolutions inconsistent or conflicting with any part of this ordinance are hereby repealed to the extent of such inconsistency or conflict.

Section 3.

Severability. If any section, subsection, phrase or clause of this ordinance is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance.

The City Council hereby declares that it would have passed this and each section, subsection, phrase or clause thereof irrespective of the fact that any one or more sections, subsections, phrase or clauses be declared unconstitutional on their face or as applied.

*****

On motion of Council Member , seconded by Council Member , the foregoing ordinance was introduced at a regular meeting of the City Council on the __th day of August, 2011, and adopted at a regular meeting of the Council held on the ___th day of September, 2011, by the following vote:

Ayes:

Noes:

Absent:

_____
Elizabeth Patterson, Mayor

Attest:

_____
Lisa Wolfe, City Clerk

Office of the Clerk
MEMORANDUM

Date: September 2, 2011

To: Council Agenda Packet Recipients

From: Lisa Wolfe, City Clerk

Re: Addition of an Ordinance to the September 6, 2011 Council Agenda Packet

---

Please add the attached Ordinance to the September 6, 2011 Council Agenda Packet

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BENICIA ADDING A NEW CHAPTER 2.48 (CITY TREASURER) TO DIVISION 1 (ORGANIZATION) OF TITLE 2 (ADMINISTRATION AND PERSONNEL) OF THE BENICIA MUNICIPAL CODE

Note, under the recently adopted Ordinance No. 05-06, the above-noted change to the agenda packet is allowed per section 4.08.050(B)(4), and has been distributed within the specified time period of no later than 72 hours before the meeting.

If you have any questions, please contact the City Clerk's Office at 746-4200.

Thank you.

CITY OF BENICIA

ORDINANCE NO. 11-___

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BENICIA ADDING A NEW CHAPTER 2.48 (CITY TREASURER) TO DIVISION 1 (ORGANIZATION) OF TITLE 2 (ADMINISTRATION AND PERSONNEL) OF THE BENICIA MUNICIPAL CODE

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BENICIA DOES ORDAIN as follows:

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Chapter 2.48

CITY TREASURER

Sections:

2.48.010 Powers and duties.
2.48.020 ~~Elimination of~~ Compensation and benefits.
2.48.030 Qualifications.

2.48.010 Powers and duties. All statutory duties and responsibilities not heretofore transferred to the county, the city manager or the finance director which are now performed by the city treasurer are transferred to the city clerk, who is ordered to perform all such duties, including but not limited to, those duties required by law.

The city treasurer shall countersign warrants and serve on the Finance Committee.

2.48.020 Elimination of compensation and benefits. The city treasurer shall receive a two hundred dollar per month stipend and related retirement benefit but no other ~~no~~ benefits ~~or compensation but shall be eligible to receive reasonable expenses in accordance with city policy~~.

2.48.030 Qualifications. The city treasurer is an elected position so the only qualifications are that the individual be a registered voter of the city. Therefore, following qualifications are desirable, but not required.

1. Knowledge of:
    A. Municipal revenue sources;

B. Methods, practices and principles related to the investment of City idle funds;
C. Basic assessment district and bond financing techniques; and
D. Methods, practices and principles related to evaluating municipal cash flow needs.

2. Ability to:
   A. Invest City idle funds in a wise and prudent manner;
   B. Meet the public and provide required information pleasantly and efficiently;
   C. Communicate effectively and tactfully in both oral and written forms;
   D. Establish and maintain complex and extensive financial record keeping systems and files;
   E. Operate and use a variety of office equipment;
   F. Establish and maintain effective work relationships with those contacted in the performance of required duties;

Section 2.

Conflicting provisions. All ordinances or resolutions inconsistent or conflicting with any part of this ordinance are hereby repealed to the extent of such inconsistency or conflict.

Section 3.

Severability. If any section, subsection, phrase or clause of this ordinance is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance.

The City Council hereby declares that it would have passed this and each section, subsection, phrase or clause thereof irrespective of the fact that any one or more sections, subsections, phrase or clauses be declared unconstitutional on their face or as applied.

*****

On motion of Council Member , seconded by Council Member , the foregoing ordinance was introduced at a regular meeting of the City Council on the __th day of August, 2011, and adopted at a regular meeting of the Council held on the ___th day of September, 2011, by the following vote:

Ayes:

Noes:

Absent:

_____
Elizabeth Patterson, Mayor

Attest:

_____
Lisa Wolfe, City Clerk

LEAGUE OF CALIFORNIA CITIES
ELECTED TREASURERS ROSTER

CITY	NAME	TITLE
Alameda	Kevin Kennedy	City Treasurer
Albany	Kim Denton	City Treasurer
Alturas	Kathleen M. Alves	City Treasurer/Finance Director
Amador	Susan Bragstad	City Treasurer
Angels Camp	Mary Kelly	City Clerk/City Treasurer
Antioch	Donna Conley	City Treasurer
Arroyo Grande	Michelle Mayfield	City Treasurer
Atascadero	Joseph Modica, Jr.	City Treasurer
Atwater	James Heller	City Treasurer
Auburn	George E. Williams	City Treasurer
Avalon	Christy Lins	City Treasurer
Azusa	Marcene Hamilton	City Treasurer
Baldwin Park	Maria Contreras	City Treasurer
Banning	John McQuown	City Treasurer
Barstow	Evelyn Radel, CCMT	City Treasurer
Beaumont	Robert Deming	City Treasurer
Bell	Ana Hernandez	City Treasurer
Belmont	John Violet	City Treasurer
Benicia	Teddie Bidou	City Treasurer
Beverly Hills	Eliot Finkel	City Treasurer
Bishop	Robert Kimball	City Treasurer
Blythe	Leann K. Martin	City Treasurer
Brawley	Jim Hamilton	City Treasurer
Brea	Glenn Parker	City Treasurer
Burbank	Donna E. Anderson	City Treasurer
Calexico	Rodolfo L. Moreno	City Treasurer
California City	Sharon Williams	City Treasurer
Calipatria	vacant	
Campbell	Gerald Kennedy	City Treasurer
Capitola	Jacques Bertrand	City Treasurer

CITY	NAME	TITLE
Carlsbad	Harold V. "Mac" McSherry	City Treasurer
Carson	Karen A. Avilla, CMT	City Treasurer
Cathedral City	Henry K.C. Chan, CPA	City Treasurer
Ceres	Harry Herbert	City Treasurer
Clearlake	Dale W. Neiman	City Administrator
Cloverdale	vacant	
Coachella	Stacey Garcia	City Treasurer
Coalinga	vacant	
Colma	vacant	
Colton	Aurelio De La Torre	City Treasurer
Colusa	Gar Rourke	City Treasurer
Compton	Douglas Sanders	Treasurer
Concord	Thomas Wentling	City Treasurer
Corning	Pala Cantrell	City Treasurer
Corona	Richard Haley	City Treasurer
Covina	John B. Fielding	City Treasurer
Culver City	Jeffrey S. Muir	Chief Financial Officer
Daly City	Anthony J. Zidich	City Treasurer
Dixon	David Dingman	City Treasurer
Dos Palos	Lori L. Lima	City Treasurer
Dunsmuir	vacant	
El Centro	Albert Terrazas	City Treasurer
El Monte	Henry Velasco	City Treasurer
El Segundo	Ralph Lanphere, CCMT	City Treasurer
Escondido	Ken Hugins	City Treasurer
Etna	Debbie Martin	City Treasurer
Exeter	Rochelle Giovani	City Treasurer
Fairfax	Barbara Petty	Town Treasurer
Fairfield	Oscar G. Reyes, Jr.	City Treasurer
Fillmore	Norma Gutierrez	City Treasurer
Firebaugh	Alice V. Castaneda	City Treasurer
Fontana	Janet Koehler-Brooks	City Treasurer
Fort Jones	Dianne Wilson	City Treasurer

CITY	NAME	TITLE
Galt	Shaun L. Farrell, CCMT	City Treasurer
Gardena	J. Ingrid Tsukiyama	City Treasurer
Glendale	Ronald T. Borucki	City Treasurer
Guadalupe	Petrona Amido	City Treasurer
Hemet	Judith Oltman, CCMT	City Treasurer
Hermosa Beach	John M. Workman	City Treasurer
Hollister	Geri Johnson, MMC	City Clerk
Holtville	Pete Mellinger	City Treasurer
Huntington Beach	Shari Freidenrich, CCMT	City Treasurer
Huntington Park	Elba Padilla	Finance Director
Imperial	Stacy Cox	City Treasurer
Indio	Sharon Ellis	City Treasurer
Inglewood	Wanda M. Brown, CCMT	City Treasurer
Inglewood	vacant	
Isleton	Pamela Bulahan	City Treasurer
La Mesa	Eldon Vogt	City Treasurer
Laguna Beach	Laura Parisi, CPA	City Treasurer
Lake Elsinore	Allen P. Baldwin	City Treasurer
Lincoln	Sheron Watkins	City Treasurer
Livermore	Holly Brock-Cohn	Administrative Services Director
Livingston	Antonio Silva	City Treasurer
Loomis	Roger Carroll	Finance Director/City Treasurer
Los Banos	Martha Brazil	City Treasurer
Los Gatos	Linda Speicher	Town Treasurer
Lynwood	Salvador Alatorre	City Treasurer
Manhattan Beach	Timothy J. Lilligren	City Treasurer
Maricopa	Ruth Jared	City Treasurer
Martinez	Carolyn L. Robinson	City Treasurer
Maywood	Ted Serna	City Treasurer
Millbrae	Non-Authorized	
Monrovia	Stephen Baker	City Treasurer
Montebello	Norma M. Lopez	City Treasurer
Monterey Park	Joseph Leon	City Treasurer

CITY	NAME	TITLE
Morgan Hill	Michael J. Roorda	City Treasurer
Mt. Shasta	Karen Dettman	City Treasurer
National City	Mitch Beauchamp	City Treasurer
Nevada City	George Foster	City Treasurer
Newman	David Reed	City Treasurer
Oakdale	Michael Murray	City Treasurer
Oceanside	Gary Felien	City Treasurer
Ojai	Alan Rains	City Treasurer
Ontario	Jim Milhiser	City Treasurer
Orange	Helen Y. Walker	City Treasurer
Orland	Pamela Otterson	City Treasurer
Oroville	Karolyn Fairbanks, EL, CCMT	City Treasurer
Oxnard	Dale Belcher, CCMT	City Treasurer
Palos Verdes Estates	Joseph C. Sherwood Jr.	City Treasurer
Parlier	Diana Palafox	City Treasurer
Paso Robles	Michael Compton	City Treasurer
Pinole	Judy Lee	City Treasurer
Pittsburg	James F. Holmes	City Treasurer
Placentia	Chad Wanke	City Treasurer
Placerville	Kathy Trumbly	City Treasurer
Pleasant Hill	Mark Celio	City Treasurer
Plymouth	Suzon Hatley	City Treasurer
Point Arena	Lloyd Cross	City Treasurer
Portola	Leslie Tigan	Administrative Services
Rancho Cucamonga	James C. Frost	City Treasurer
Red Bluff	Donna Gordy	City Treasurer
Redding	Leslie C. Detwiler	City Treasurer
Redlands		City Treasurer
Redondo Beach	Ernie O'Dell, CCMT	City Treasurer
Rialto	Edward Carrillo	City Treasurer
Rio Vista	Hale Conklin	City Treasurer
Rocklin	Kimberly K. Sarkovich	Chief Financial Officer
San Anselmo	Bess Niemcewicz	Town Treasurer

CITY	NAME	TITLE
San Bernardino	David Kennedy, CCMT	City Treasurer
San Bruno	John Marty	City Treasurer
San Carlos	Michael J. Galvin, CCMT	City Treasurer
San Clemente	T. Pall Gudgeirsson	Assistant City Manager
San Fernando	Margarita Solis, CCMT	City Treasurer
San Francisco	Jose Cisneros	City Treasurer
San Gabriel	John Janosik	City Treasurer
San Jacinto	Bernie Simon	Finance Director
San Juan Bautista	Colleen Johnson	City Treasurer
San Pablo	Charles A. Nicholas	City Treasurer
Santa Maria	Teressa Hall	City Treasurer
Santa Paula	Sandra K. Easley	City Treasurer
Sierra Madre	George Enyedi	City Treasurer
Signal Hill	Emerson J. Fersch	City Treasurer
Soledad	vacant	
Soledad	Stephen P. Compton	Finance Director/Treasurer
South Gate	Maria Belen Bernal	City Treasurer
South Lake Tahoe	Stephen Wysong	City Treasurer
South Pasadena	Victor Robinette, CCMT,	City Treasurer
South San Francisco	Richard Battaglia	City Treasurer
Suisun City	Jeanie F. McMurry	City Treasurer
Susanville	Richard Stovall	City Treasurer
Sutter Creek	Jeffry Gardner	Finance Director
Taft	Bill LeBarron	City Treasurer
Tehachapi	Patricia Gassaway	City Treasurer
Tehama	Jeanne King	City Treasurer
Torrance	Linda Barnett, CCMT	City Treasurer
Tracy	Ray McCray	City Treasurer
Tulelake	Elona Bunch	City Treasurer
Turlock	Diana Lewis	Treasurer
Ukiah	R. Allen Carter	City Treasurer
Upland	Dan Morgan	City Treasurer
Vacaville	Garland Porter	City Treasurer

CITY	NAME	TITLE
Walnut Creek	Ron Cassano	City Treasurer
Wasco	Rocio Mosqueda	City Treasurer/Finance Specialist
Waterford	Barbara J. Dunning	Finance Director
West Covina	Marian Smithson	City Treasurer
Westmorland	Anne Graham	City Treasurer
Wheatland	Rex Miller	Finance Director
Williams	Sally Barker	City Treasurer
Willits	Loretta Luedemann	City Treasurer
Winters	Mike Sebastian	City Treasurer
Yreka	Michael Pavlik	City Treasurer
Yuba City	Steven Kroeger	Assistant City Manager
	TOTAL:	173

Ballot Measure to Consider Elected vs. Appointed City Clerk and City Treasurer:

Through Internet research I was able to produce the following table of ballot measures to make the position appointed. You may recall that in 1998 Benicia put the question of whether the City Clerk and City Treasurer positions was put to a vote of the people. The measures failed at that time.

City	**Measure Name**	**Election Date**	**For**	**Against**
Arroyo Grande	Measure D-10	11/2/10	**3,916 (55.94%)**	3,084 (44.06%)
Campbell	Measure O	11/2/10	**6,622 (57.25%)**	4,944 (42.75%)
Cloverdale	Measure S	11/2/10	1,254 (45.8%)	**1,484 (54.2%)**
Colma	Measure Q	11/2/10	**163 (51.26%)**	155 (48.74%)
City	**Measure Name**	**Election Date**	**For**	**Against**
Guadalupe	Measure O	11/2/10	470 (49.95%)	**471 (50.05%)**
Morgan Hill	Measure P	11/2/10	5,158 (45.97%)	**6,062 (54.03%)**
Mt. Shasta	Measure C	11/2/10	576 (47.1%)	**647 (52.9%)**
Redlands	Measure B	11/2/10	8,052 (38.51%)	**12,856 (61.49%)**
San Joaquin	Measure R	11/2/10	**143(56.75%)**	109 (43.25%)
Williams	Measure B	11/2/10	249 (42.2%)	**341 (57.8%)**
Millbrae[1]	Measure K	11/3/09	**1,674 (51.1%)**	1,605 (48.9%)
San Gabriel	Measure A	3/3/09	1,049 (47.1%)	**1,180 (52.9%)**
Nevada City	Measure X	11/4/08	652 (40%)	**980 (60%)**
Pinole	Measure R	11/7/06	2,223 (41.90%)	**3,082 (58.10%)**
Pittsburg	Measure O	11/8/05	4,319 (41.79%)	**6,016 (58.21%)**
Signal Hill	Measure Z	11/5/02	685 (37.85%)	**1,125 (62.15%)**
			5 to make appointed	11 to keep elected

From www.ballotpedia.org and www.smartvoter.org

As you can see, the measures to make the city treasurer positions have failed more often than succeeded. In the 2010 ballot measurers, the measures to make the position appointed succeeded in only 4 of the 10 attempts. Arguments for keeping the position elected tended to be that the position was a watchdog position, which is important in these times. Arguments for making the position appointed tended to focus on the lack of duties and saving money.

[1] A similar measure was defeated in 1980.

VII.F.20

City Treasurer Positions

County	City	Elected	Appointed
Napa	American Canyon		X
	Calistoga		X
	Napa		X
	St. Helena		X
	Yountville		X
Napa Subtotal		**0**	**5**
Solano	Benicia	X	
	Dixon	X	
	Fairfield	X	
	Rio Vista	X	
	Suisun	X	
	Vacaville	X	
	Vallejo		X
Solano Subtotal		**6**	**1**
Contra Costa	Antioch	X	
	Brentwood		X
	Clayton		X
	Concord	X	
	Danville		X
	El Cerrito		X
	Hercules		X
	Lafayette		X
	Martinez	X	
	Moraga		X
	Oakley		X
	Orinda		X
	Pinole	X	
	Pittsburg	X	
	Pleasant Hill	X	
	Richmond		X
	San Pablo	X	
	San Ramon		X
	Walnut Creek	X	
Contra Costa Subtotal		**8**	**11**
Total		**14**	**17**

VII.F.22

City Council Meeting
June 7, 2011
Business Item E: City Treasurer
Rob Sousa, Finance Director
Speaking 2:29:25-2:33:25

Thank you very much, Mayor and Council. I appreciate the opportunity to offer a few points on this very important position. I'd also like to comment that I have not had any conversations with anybody regarding the duties of the treasurer. None of the speakers tonight have talked to me about the role of the treasurer in the City of Benicia. I would have to offer that in my tenure as Finance Director, I have seen the beginning of the vanishing need for a treasurer. It came along with electronic bookkeeping. It was furthered in the '70s by tremendous gains in checking, checking stock, the securities that the banks were able to exercise over the money they held in our name, removed a lot of the need for the treasurer, which in the old days that was their primary duty. A secondary duty was in the monitoring and control of investments. In those days, we actually received coupons or CDs and held them in-house, and when they matured we had to submit them to the financial institution to get our money and that was the other primary role of the treasurer. Today we have book-entry everything. We never take custody of an investment. We have reports from third party custodians that have the right of stewardship for those investments, so those two primary roles of the treasurer are gone. The other minor role may have been reporting to the City Council but, more often than not, that was allocated to the Finance Officer or Finance Director. I can say that, even that role, the Council sees on a regular basis. We have state laws that mandate that you see, on a quarterly basis, a copy of our investment reports. We do that, on a quarterly basis, so the treasurer doesn't have oversight need anymore in that area. Audit requirements have increased enormously in the last two decades, especially since Orange County went under in the '90s. We now have auditors that come in and examine, not just test, but examine every single piece of investment material that we have. They look at all of our bank recs. They test our checks. They go through them with a fine-tooth comb. That is another function that the treasurer would have served. Today, I serve as the treasurer for the City, not only in fact, but non-ceremoniously, because I do the work on a daily basis and I do appreciate the fact that there isn't a need for a treasurer to get in because it is very complex and somebody would take years to gather the knowledge as a citizen in coming into the role and so you would have a tremendous learning curve. You would have to find somebody that was an investment broker if you're going to find maximum return on the training that you're going to provide them, or perhaps a CPA, although we don't see CPAs coming in and taking on that role. Primarily treasurers are not professionals; they're members of the community. The span of control that we have today, the level of responsibility, the dual reporting, the passwords, the PINs, everything removes the need for a treasurer because we have so much oversight built into the system that, again, the need for the treasurer has been waning, and if not, vanished completely. And I would offer that the City Council serves as the prima facie treasurer for the City. And, again, I thank you for the opportunity to, I guess, speak my mind on this. And, again, I wish somebody would have called or talked to me about what the treasurer's duties actually are here in Benicia because they've been non-existent since I've been here.

VII.F.24

AGENDA ITEM
FINANCE COMMITTEE MEETING - JULY 22, 2011
BUSINESS ITEM

DATE : July 22, 2011

TO : Finance Committee

FROM : City Attorney

SUBJECT : **PROPOSED CITY TREASURER DUTIES**

RECOMMENDATION:
Provide a recommendation to the City Council on the proposed duties for the City Treasurer.

EXECUTIVE SUMMARY:
The Council, at their meeting on June 7, 2011, requested the Finance Committee recommend proposed duties for the City Treasurer. We have gathered this information for your discussion. Ten cities have included Treasurer duties with Finance Director job descriptions, two with Administrative Services job descriptions, one with an Audit and Budget Committee Charter, fourteen have standalone descriptions, and the remaining three had no available list of duties.

BUDGET INFORMATION:
Teri Davena has waived the salary and benefits related to the position. If the position is elected and the salary and benefits are not waived, there is a new cost of a maximum of $38,638 from the salary and benefits using the Health Net family plan for health. (Actual cost may vary depending on the number of dependants the city treasurer may have and which health plan is selected.)

If the City were to put a measure on the November ballot, the estimated cost of the election is estimated to cost an additional $1 to $2 per registered voter. (A candidate only election is estimated to cost $5/registered voter for an approximate total of $92,500 vs. a total cost for candidates and a ballot measure of $109,951 - $127,402. The Registrar of Voters expects costs will be on the high side so it would cost $34,902 to place a ballot measure on the November ballot.)

GENERAL PLAN:
N/A

STRATEGIC PLAN:
N/A

BACKGROUND:
At the City Council's October 12, 2010 meeting staff was directed to update the research on putting a ballot measure regarding whether the treasurer position should remain elected. In addition, an ordinance was to be drafted to transfer whatever duties are remaining with the treasurer to another office.

Attachments:

- ❑ Treasurer Duties in Neighboring Jurisdictions
- ❑ City of Antioch: City Treasurer class specification
- ❑ City of Brentwood: City Treasurer/Director of Finance and Information Systems class specification
- ❑ City of Lafayette: Administrative Services Director class specification
- ❑ City of Moraga: Audit and Finance Committee Charter
- ❑ City of Orinda: City Treasurer class specification
- ❑ City of Pinole: Finance Director class specification
- ❑ City of Richmond: Budget and Financial Services Agency Director class specification
- ❑ City of Napa: Finance Director class specification
- ❑ City of Vallejo: Finance Director class specification

TREASURER DUTIES IN NEIGHBORING JURISDICTIONS

Contra Costa, Napa, and Solano Counties

CONTRA COSTA COUNTY:

Antioch

See attached "City of Antioch: City Treasurer" class specification

Brentwood

Also see attached "City Treasurer/Director of Finance and Information Systems" Specification

2.39.010 Created powers and duties.

The city treasurer is hereby designated to be the director of finance and information department. Notwithstanding any provisions of the municipal code or other documents of the city to the contrary, wherever the words "city treasurer" "treasurer" or "treasurer/controller" are used, they shall mean the director of finance and information department. (Ord 702, 2002)

3.08.010 Transfer of functions to county officials—Manner of assessment and collection prescribed by state law.

A. All the duties and functions of municipal tax assessment and collection and the treasury functions connected therewith are transferred to the treasurer, tax collector and assessor and auditor of the county.

B. The assessment and collection of taxes for the city shall be done in the manner prescribed by the laws of the state and in the same manner and at the same time as are the taxes of the county. Payment of the collected taxes of the city to the city treasurer shall be made by the county as soon as possible after receipt. (Ord. 274 § 1, 1976)

Clayton

Chapter 2.30
CITY TREASURER

2.30.010 Office Created. The creation of the office of the City Treasurer of the City of Clayton is hereby ratified and confirmed. The City Council appoints the City Treasurer and shall make the appointment wholly on the basis of such person's ability and qualifications. The City Treasurer holds office and serves at the pleasure of the City Council.

2.30.020 Eligibility. The City Treasurer position requires training and experience in financial management, accounting, auditing, or similar background. At the time of filing nomination papers and upon assumption of office, the City Treasurer shall be a registered voter of the City.

2.30.030 Bond. Pursuant to Government Code Section 36518, the City Treasurer shall execute a bond in an amount to be fixed by the City Council. The bond shall be conditioned upon the faithful performance of the duties imposed upon the City Treasurer. The premium for the bond is a proper expense of the City.

2.30.040 Compensation. The appointed City Treasurer is a volunteer position and shall serve without compensation. It is anticipated the duties will require approximately 2 to 3 hours per month. In addition the position will be covered by the City's errors and omissions insurance policies.

2.30.050 Powers and Duties. The City Treasurer or designee shall perform all of the duties imposed upon him or her as required by law. Such duties may include, but are not limited to:
A. Audit the City's financial records and transactions.
B. Review and evaluate finance documents for accuracy and compliance with principles of Governmental Accounting and Financial Reporting.
C. Provide signature for payments made in the absence of the City Clerk.
D. Provide signature on related Finance Department records that require approval by the City Treasurer.
Clayton Municipal Code 2-24
E. Works with the City Manager and Finance Manager to oversee and manage the City's investment practices; audits the City's cash position, and audits bank reconciliation.
F. Attend City meetings when necessary to discuss and/or explain finance related issues.
G. May be assigned to special projects or task forces outside the normal scope of duties.
2.30.060 Departmental Cooperation. The City Treasurer shall assist assigned City staff members in administering the financial and investment affairs of the City efficiently, economically, and harmoniously.
2.30.070 Term of Office. The City Treasurer shall serve an indefinite term, at the pleasure of the City Council.
2.30.080 Resignation - Removal from Office – Filling of Vacancy.
A. The City Treasurer may be removed by a majority vote of the City Council.
B. A vacancy may occur by the resignation of the City Treasurer.
C. In the event the City Treasurer ceases to be a registered voter of the City, his/her appointed office shall immediately become vacant.
D. Any vacancy shall be advertised by the City Clerk.
E. Interested candidates shall be interviewed by the City Council.
F. Final candidate shall be confirmed by resolution and appointed by the City Council at a regularly scheduled public meeting.

Concord

No available list of duties at this time.

Danville

2-3.1 Designation of the Town Treasurer.

The Finance Director of the Town shall also act as the Town Treasurer. (Ord. #95-07, §2)

2-3.2 Powers and Duties.

To direct, manage and review the Town's investment program for the purpose of protecting, preserving and maintaining cash and investments in accordance with California Government Code Sections 53601 et seq. and the Town's Investment Policy. (Ord. #95-07, §2)

El Cerrito

2.20.020 – Treasurer.

The position of city treasurer is created. The city treasurer shall perform such duties as are required by law as well as those assigned by the city manager.

Hercules

Sec. 2-3.202 Powers and Duties of Director of Finance.
The Director of Finance shall have and perform the following powers and duties:

(a) The financial and accounting duties imposed upon the City Clerk by Chapter 4, Part 2, Division 3, Title 4, Chapter 2, Part 3, Division 3, Title 4 and upon the City Treasurer by Chapter 3, Part 2, Division 3, Title 4 of the Government Code of the State of California.

(b) Under general direction of the City Manager, supervise and participate in all general accounting and financial record keeping functions of the City; prepare a variety of complex accounting, statistical and narrative reports; maintain budget control records, including general ledger, budgetary records, accounts payable, accounts receivable and payroll; maintain an investment program; and perform such other related duties as may be required by the City Council or City Manager. Such duties shall include, but not be limited to the following:

(1) Supervise, coordinate and participate in the various central accounting production schedules involving warrant payments, payroll processing, and other related activities.

(2) Recommend new or revised accounting systems and direct the implementation of such new or revised systems after appropriate approval.

(3) Prepare statements of financial conditions, trial balances, statistical reports and balance sheets.

(4) Verify, approve and screen various financial documents to ensure proper accounting controls are being effected.

(5) Supervise and coordinate the various accounting activities of assigned professional and clerical staff and ensure proper flow of work and utilization of personnel and equipment.

(6) Train assigned personnel and prepare periodic performance evaluations.

(7) Prepare a variety of detailed factual and analytical accounting, statistical and narrative reports and correspondence.

(8) Supervise and participate in the annual year-end closing activities that include preparing adjustments, closing and opening entries and preparing analyses and schedules required by auditors.

(9) Coordinate various accounting activities with data processing units.

(10) Direct the maintenance of various financial records and maintain budgetary control of financial accounts.

(11) Supervise and participate in the billing and collection of delinquent accounts receivable and make court appearances on behalf of the City on these matters if necessary.

(12) Prepare a long and short-range investment program of City reserve funds, locate and consult with sources, maintain records and produce periodic reports and forecasts to the City Manager and Council.

(13) Maintain, prescribe and require the maintaining of inventory records of municipal properties necessary in accordance with modern municipal accounting practices.

(14) Assist in the purchase of supplies, goods, wares, merchandise, equipment and materials required by the City. (Ord. 258 Div. 1 (part), 1987)

Lafayette

Duties transferred to Administrative Services Director. See attached “City of Lafayette: Administrative Services Director” class specification.

Martinez

No City Treasurer/list of duties at this time.

Moraga

Duties transferred to one member of the Audit and Finance Committee. See attached Moraga “Audit and Finance Committee Charter”.

Oakley

2.2.204 Duties.
The Finance Director shall have the powers and duties set forth below.
a. The Finance Director shall serve as the City Treasurer, as defined in Sections 41001 through 41007 of the Government Code.
b. The Finance Director shall perform the duties described in Government Code Sections 40802, 40804, 40805, 36522 and 37201 through 37210.
c. The Finance Director shall perform such other duties as may be provided in the class specifications for the Finance Director as may be adopted by the Council from time to time.

Orinda

See attached “City of Orinda City Treasurer” Class Specification

Pinole

Duties transferred to Finance Director. See attached “City of Pinole Finance Director” Class Specification

Pittsburg

Chapter 2.24
CITY TREASURER

Sections:
2.24.010 Treasurer – Duties.
2.24.010 Treasurer – Duties.

The treasurer of the city shall audit and examine all investments made by the city, or its duly authorized personnel, at those times deemed necessary by him and shall in his discretion report his audit and examination to the city council. [1937 Code § 23.]

Pleasant Hill

From the website http://www.ci.pleasant-hill.ca.us/index.aspx?nid=301:

The Treasurer is elected to a four-year term on the November of each even numbered year and is responsible for the safekeeping of the City's cash.

As official custodian of all City money, the Treasurer has the authority to invest money in eligible securities authorized by government code and the City's investment policy. In

addition, the Treasurer works with the City Finance Department in accounting for all revenues and expenditures

Richmond

Duties transferred to Budget and Financial Services Agency Director. See attached “City of Richmond Budget and Financial Services Agency Director” Class Specification.

San Pablo

2.08.060 Duties of treasurer.
The city treasurer shall do and perform all duties imposed upon him by law and by virtue of his office; and he shall be ex officio tax collector and permits and business license administrator and receive and collect all moneys due the city for taxes and licenses and from other sources and all fees which may come to the city for assessments, which may become due the city for public improvements under the laws of the state; and, he shall pay all moneys into the treasury of the city within twenty-four hours after receipt thereof. (Prior code § 2.32)

San Ramon

A4-51. - Position created and duties thereof.

The position of director of finance is created and shall perform the following duties and exercise the following powers:

A. Financial management services

B. Treasurer;

C. Tax collector;

D. Purchasing officer; and

E. Such other duties and exercise such other powers as may be delegated from time to time by the city manager and/or city council.
(Ord. 357 § 1 (part), 2003: Ord. 257 § 1 (part), 1994)

Walnut Creek

Article 5. City Treasurer

2-6.501 Duties.

The City treasurer shall have such duties as are prescribed by the general laws of the state and the regulations of the City. (2221)

NAPA COUNTY:

American Canyon

2.16.010 Office created—Term.

The office of city treasurer is created and established. The city treasurer shall hold such office at the pleasure of the city manager. (Ord. 2007-03 § 3 (part), 2007)

2.16.030 Functions.

The city treasurer shall perform such duties as are prescribed by Section 41000 through 41007 of the Government Code of the state and by any other provisions of law applicable to deposit and investment and safekeeping of public funds of the city. (Prior code § 2.15.030)

Calistoga

2.10.050 Administrative Services Director

A. Office. There is established the office of Administrative Services Director, who shall be appointed by and report to the City Manager. The Administrative Services Director shall also serve as the City Treasurer.

B. Additional Duties. The Administrative Services Director shall specifically have the duties prescribed in Government Code Sections 37201 through 37210, and the City Treasurer shall specifically have the duties prescribed in Government Code Sections 41001 through 41007 as amended from time to time.

C. The Administrative Services Director shall have the same duties of the Finance Director, Tax Administrator, and Tax Collector as referenced in the Calistoga Municipal Code (Ord. 611 § 3, 2004; Ord 405 § 2, 1985)

Napa

Duties transferred to Finance Director. See attached “City of Napa Class Specification: Finance Director”

St. Helena

2.24.010 Office created.

The office of director of finance/treasurer is created. The director shall be appointed and supervised by the city manager as set forth in Section 2.12.060(B)(2). The director shall execute the same form of bond as required to be executed by the city clerk pursuant to California Government Code Section 36518. (Ord. 01-10 § 5 (part): prior code § 2.115)

2.24.020 Powers and duties.

The director of finance/treasurer shall:

A. Exercise general supervision over the city's finances;
B. Maintain records readily reflecting the financial condition of the city;
C. Keep such accounts, receipts, and records as shall be prescribed by the city manager;
D. Be responsible for the safekeeping of money received by the city;
E. Prepare and publish a summary of the city's annual financial report as required by Government Code Sections 53891, 40804 and 40805;
F. Countersign all city warrants or checks, or to authorize signature by a deputy;
G. Audit all demands against the city for money or damages;
H. Certify or approve payrolls or attendance records of city officers and employees or to authorize approval by a deputy;
I. Disburse funds of the city treasury on checks which have been allowed either by the council, law, or city officers authorized to allow the same;
J. Issue checks on the treasury for all debts and demands against the city when the amounts are fixed by law, for interest and redemption of bonds issued by the city, upon surrender and cancellation of such bonds or interest coupons, for salaries of officers and employees of the city who are legally entitled to such salaries, and for all other demands authorized by law. Salary checks are to be drawn on the dates specified by the city and at least twice monthly;
K. Collect all money due the city unless in any given case the duty of collection is by this code given to another officer;
L. Be responsible for the investment of city funds in accordance with this code and applicable state statutes;
M. Retain the records of current inventories of all property of the city by all city departments, offices and agencies, unless this duty is assigned to another officer by the city manager;
N. Attend regular meetings of the city council, and present to the council regular and special oral and written reports requested by the council or necessary to inform the council of matters under the director's discretion. The director shall, at the direction of the city manager or the city council, attend special meetings of the city council and meetings of other bodies considering matters related to the city's finances;
O. Assume all functions of the treasurer as set forth in this Code and in California Government Code Sections 41000 to 41007;
P. Possess such other powers and perform such additional duties otherwise imposed upon the city clerk by Government Code Sections 37200 through 37210, including any amendments thereto, which are hereby transferred to the director of finance/treasurer. The director is authorized and required to perform all of such transferred duties;
Q. Possess such other powers and perform such other functions as the city council or city manager may from time to time specify. (Ord. 01-10 § 5 (part): prior code § 2.116)

2.24.030 Quarterly statement to city manager and council

The director of finance/treasurer shall deliver to the city manager and to the council at a regularly scheduled council meeting a budget report showing the budget status at the end of the preceding quarter. (Ord. 01-10 § 5 (part): prior code § 2.117)

2.24.040 Withholding payment when money owed city.

The director of finance/treasurer shall allow no payment:
A. Without first deducting any indebtedness due from the claimant to the city, if notice of the indebtedness has been received;
B. In favor of any officer, employee, or individual having custody of any funds or collections for the city, who is delinquent in making the required accounting. (Ord. 01-10 § 5 (part): prior code § 2.118)

Yountville

2.28.020 Power and duties.

In addition to the duties prescribed in this code, the Finance Director/Treasurer shall have the duties prescribed in Government Code Sections 37201 through 37210, including any amendments thereto.

The powers and duties of the Finance Director/Treasurer shall be as follows:

A. To maintain records readily reflecting the financial condition of the Town.

B. To cause the Town's annual financial report required by Government Code Section 53891 to be prepared and a summary to be published in accordance with Government Code Sections 40804 and 40805.

C. To countersign all Town warrants or checks, or to authorize signature by a deputy.

D. To audit all demands against the Town for money or damages.

E. To certify or approve payrolls or attendance records of Town officers and employees.

F. To disburse funds of the Town treasury on checks which have been allowed either by the Council, law, or Town officers authorized to allow the same.

G. To issue checks on the treasury for all debts and demands against the Town when the amounts are fixed by law, for interest and redemption of bonds issued by the Town, upon surrender and cancellation of such bonds or interest coupons, for salaries of officers and employees of the Town who are legally entitled to such salaries, and for all other demands authorized by law. Salary checks are to be drawn on the dates specified by the Town and at least twice monthly.

H. To be responsible for the internal audit function of the Town and designated agencies.

I. To collect all money due the Town unless in any given case the duty of collection is by this code given to another officer.

J. To be responsible for the investment of Town funds in accordance with this code and applicable state statutes.

K. To keep such accounts, receipts, and records, as shall be prescribed by the Town Manager.

L. To be responsible for the safekeeping of money received by the Town.

M. To make such recommendations to the Council regarding Town finances as the Finance Director/Treasurer may deem advisable.

N. To exercise general supervision over the Town's finances.

O. To possess such other powers and to perform such additional duties as are or may be prescribed by ordinance. (Ord. 160, 1983; Ord. 256-95; Ord. 291-99; Ord. 294-99)

2.28.030 Monthly statement to Town Manager and Council.

The Finance Director/Treasurer shall deliver to the Town Manager and to the Council at a regularly scheduled Council meeting, a budget report showing the budget status at the end of the preceding month. (Ord. 294-99)

2.28.040 Withholding payment when money owed Town.

The Finance Director/Treasurer shall allow no payment:

A. Without first deducting any indebtedness due from the claimant to the Town, if notice of the indebtedness has been received.

B. In favor of any officers, employee, or individual having custody of any funds or collections for the Town, who is delinquent in making a required accounting. (Ord. 294-99)

SOLANO COUNTY:

Dixon

No available list of job duties at this time.

Fairfield

CHAPTER 18
TAXATION

Article I. Transfer of City Tax Functions to County.

18.1 Transfer generally.
Pursuant to article 1, chapter 2, title 5, division 1, part 2, of the Government Code of the state, the duties of the city treasurer and the assessment and tax collection duties

performed by the tax collector of the city, are hereby transferred to the assessor and tax collector of the County of Solano. (Ord. No. 59-2, § 1.)

18.2 Transfer of certain duties of city treasurer.
The duties of the city treasurer are hereby transferred to the county treasurer only to the extent as shall be necessary for the payment by warrant on the county treasury to the city, of the net amount of the taxes of the city, after deduction of the county's compensation for the services of its treasurer, assessor and tax collector, as provided by section 51513 of the state government code and all duties of the city treasurer, excepting those herein specified, shall remain in the city treasurer and the office of city treasurer is not abolished. (Ord. No. 59-2, § 2.)

Rio Vista

3.04.010 Transfer of duties.

A. Pursuant to Article 1, Chapter 2, Title 5, Division 1, Part 2, of the Government Code of the state, the duties of the city treasurer, and the assessment and tax collection duties performed by the city assessor and tax collector of the city, are transferred to the assessor and tax collector of the county.

B. The duties of the city treasurer are transferred to the county treasurer only to the extent as shall be necessary for the payment by warrant on the county treasury to the city, of the net amount of the taxes of the city, after deduction of the county's compensation for the services of its treasurer, assessor and tax collector, as provided by Section 51513, of said act, and all duties of the city treasurer excepting those herein specified, shall remain in the city treasurer, and the office of city treasurer is not abolished.

C. The offices of city assessor and city tax collector are abolished and all the duties of the city assessor, other than the duties of assessing city property are transferred to and shall be performed by the city clerk, and all duties performed by the city tax collector, other than the collection of taxes, are transferred to and shall be performed by the chief of police of the city.

D. The city council shall forthwith enter into an agreement with the board of supervisors of the county, pursuant to Section 51514 of said act, fixing the compensation to be paid to the county for assessing and collecting taxes for the city. (Prior code § 10-3)

Suisun

3.04.010 - Duties transferred to county.
Pursuant to Chapter 2, Article 1, Title 5, Division 1, Part 2 of the Government Code of the state, the duties of the city treasurer, and the assessment and tax collection duties performed by the city assessor and tax collector of the city are transferred to the assessor and tax collector of the county.

(Ord. 306 § 1, 1961)

3.04.020 - Office of treasurer preserved.

The duties of the city treasurer are transferred to the county treasurer only to the extent as is necessary for the payment by warrant on the county treasury to the city, of the net amount of the taxes of the city, after deduction of the county's compensation for the services of its treasurer, assessor and tax collector, as provided by Section 51513, of the act described in Section 3.04.010, and all duties of the city treasurer excepting those specified in this chapter shall remain in the city treasurer, and the office of city treasurer is not abolished.

(Ord. 306 § 2, 1961)

3.04.030 - City assessor and tax collector offices abolished.

The offices of city assessor and city tax collector are abolished and all the duties of the city assessor, other than the duties of assessing city property are transferred to and shall be performed by the city clerk, and all duties performed by the city tax collector, other than the collection of taxes, are transferred to and shall be performed by the chief of police of the city.

(Ord. 306 § 3, 1961)

3.04.040 - Agreement with county.

The city council shall forthwith enter into an agreement with the board of supervisors of the county of Solano, pursuant to Section 51514 of the act mentioned in Section 3.04.010, fixing the compensation to be paid to the county of Solano for assessing and collecting taxes for the city.

Vacaville

Chapter 3.04
TRANSFER OF TAX DUTIES

Sections:

3.04.010 Duties transferred.
3.04.020 Duties reserved to City treasurer.
3.04.030 County compensation.
3.04.040 Assessor duties.

For statutory provisions requiring the transfer of the functions of assessment and city tax collection to the county, see Gov. Code §51500 et seq.

3.04.010 Duties transferred.
Pursuant to Article 1, Chapter 2, Title 5, Division 1, Part 2, of the Government Code of the state, the duties of the city treasurer of assessment and tax collection ordinarily performed by the tax collector of the city are transferred to the assessor and tax collector of the county. (Prior code §19.8).

3.04.020 Duties reserved to City treasurer.

The duties of the city treasurer are transferred to the county treasurer, only to the extent as shall be necessary for the payment of the county treasury to the city of the net amount of the taxes of the city, after deduction of the county's compensation for the services of its treasurer, assessor and tax collector, as provided by Section 51513 of Government Code of the state, and all duties of the city treasurer, excepting those specified in this chapter, shall remain in the city treasurer and the officer of city treasurer is not abolished. (Ord. 1005 §1, 1978: prior code §19.9).

3.04.030 County compensation.

The city council shall forthwith enter into an agreement with the board of supervisors of the county, pursuant to Section 51514 of the Government Code of the state, fixing the compensation to be paid to the county for assessing and collecting taxes for the city. (Prior code §19.10).

3.04.040 Assessor duties.

The office of city assessor is abolished and all of the duties of the city assessor, other than the duties of assessing the city property, are transferred and shall be performed by the city clerk. (Prior code 619.11).

Vallejo

Duties transferred to Finance Director. See attached "City of Vallejo: Finance Director" class specification.

CITY TREASURER
(Elected)

DEFINITION

To manage the City's Investment portfolio; oversee the retirement of City bonds; sign all City warrants and reconcile all City bank statements.

SUPERVISION RECEIVED AND EXERCISED

May receive administrative direction from the City Manager.

No supervision exercised.

EXAMPLE OF DUTIES - Duties may include, but are not limited to, the following:

Oversee the investment of all City idle funds.

Sign all City warrants.

Prepare monthly reports to the City Council on the financial condition of City and on City expenditures.

Reconcile all City bank statements.

Calculate property owner assessment district balances upon request.

Manage City's bond programs including pay interest coupons; call bonds and retire bond obligations, as deemed necessary.

Perform related duties as required.

QUALIFICATIONS

This is an elected position, as such the only qualifications are that the individual be a registered voter in the City. The following qualifications, therefore are desirable, not required.

Knowledge of:
Municipal revenue sources.

Methods, practices and principles related to the investment of city idle funds.

Basic assessment district and bond financing techniques.

Methods, practices and principles related to evaluating municipal cash flow needs.

Ability to:
Invest City idle funds in a wise and prudent manner.

Meet the public and provide required information pleasantly and efficiently.

Communicate effectively and tactfully in both oral and written forms.

Establish and maintain complex and extensive financial record keeping systems and files.

Operate and use a variety of office equipment.

Establish and maintain effective work relationships with those contacted in the performance of required duties.

Experience and Training

Any combination of experience and education that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Experience:

(Elected position)

Education:

(Elected position)

License or Certificate

Possession of a valid California State Driver's License.

\class specifications\city treasurer

CITY TREASURER/DIRECTOR OF FINANCE AND INFORMATION SYSTEMS

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

SUMMARY DESCRIPTION

Under general administrative direction of the City Manager, plans, directs, manages, and oversees the activities and operations of the Finance and Information Systems Department including general accounting, auditing, cash management, purchasing, project accounting, payroll processing, utility billing, business licenses, assessment district bond administration, grant administration, and information systems; coordinates assigned activities with other departments and outside agencies; and provides highly responsible and complex administrative support to the City Manager.

IDENTIFYING CHARACTERISTICS

The City Treasurer/Director of Finance and Information Systems is considered a Department Director with responsibility for directing the activities of a Department within the City. Positions at this class level serve as a member of the City's senior management team and provide advice and counsel to the City Manager regarding strategic policy and problem solving issues relating to the assigned Department and the City overall. A person appointed to the City Treasurer/Director of Finance and Information Systems classification is an "at-will" employee.

REPRESENTATIVE DUTIES

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

1. Assumes full management responsibility for all Finance and Information Systems Department services and activities including activities associated with general accounting, auditing, purchasing, payroll processing, accounts payable, utility billing, business licenses, grant administration, assessment district bond administration, fixed assets, and City-wide information systems.

2. Manages the development and implementation of departmental goals, objectives, and priorities for each assigned service area; recommends and administers policies and procedures.

3. Establishes, within City policy, appropriate service and staffing levels; monitors and evaluates the efficiency and effectiveness of service delivery methods and procedures; allocates resources accordingly.

4. Assesses and monitors work load, administrative and support systems, and internal reporting relationships; identifies opportunities for improvement; directs and implements changes.

5. Plans, directs, and coordinates, through subordinate level staff, the Finance and Information Systems Department's work plan; assigns projects and programmatic areas of responsibility; reviews and evaluates work methods and procedures; meets with key staff to identify and resolve problems.

6. Selects, trains, motivates, and evaluates assigned personnel; provides or coordinates staff training; works with employees to correct deficiencies; implements discipline and termination procedures.

7. Oversees and participates in the development and administration of the Finance and Information Systems Department budget; approves the forecast of funds needed for staffing, equipment, materials, and supplies; approves expenditures and implement budgetary adjustments as appropriate and necessary.

8. Prepares, manages, and coordinates the development of the City's general budget and capital improvement budget; coordinates the City budget process; develops revenue forecasts and monitors expenditures; discusses and resolves budget issues with appropriate staff.

9. Directs and participates in all financial management and information system activities; manages the City's investment portfolio maximizing income and safety through daily and long range investment policies; administers bond programs and secures tax-exempt and other types of financing; coordinates, reviews, evaluates, and recommends improvements to administrative and financial internal control systems and procedures to insure audit compliance; directs and participates in the preparation of a variety of records and reports ensuring timeliness, accuracy, and compliance with appropriate laws, ordinances, and regulations.

10. Oversees bond issuance and refinancing.

11. Serves as the City's Treasurer; manages the City's investments and portfolio.

12. Provides staff assistance to the City Manager, City Council, and Council subcommittees; prepares and present staff reports and other necessary correspondence.

13. Represents the Finance and Information Systems Department to other departments, elected officials, and outside agencies; serves as liaison with federal, state, regional, county, city, and special district agencies; coordinates assigned activities with those of other departments and outside agencies and organizations.

14. Explains, justifies, and defends department programs, policies, and activities; negotiates and resolves sensitive and controversial issues.

15. Participates on a variety of boards, commissions, and committees.

16. Attends and participates in professional group meetings; maintains awareness of new trends and developments in the field of finance, portfolio management, and information systems; monitors legislation; incorporates new developments as appropriate.

17. Responds to and resolve difficult and sensitive citizen inquiries and complaints.

18. Performs related duties as required.

QUALIFICATIONS

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

Knowledge of:

Operations, services, and activities of a comprehensive finance and information systems program.
Local government financial management and information technology principles and practices including financial planning, accounting, budgeting, investments, debt financing, purchasing, management information systems, economic analysis, and forecasting procedures.
Advanced principles and practices of general, fund, cost, and governmental accounting.
Principles and practices of auditing and financial control.
Network based computer applications and design.
Advanced principles and practices of program development and administration.
Principles and practices of municipal budget preparation and administration.
Principles of supervision, training, and performance evaluation.

Pertinent federal, state, and local laws, codes, and regulations including those related to investments, purchasing, and utility billing.
Office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.

Ability to:

Manage and direct a comprehensive finance and information systems program.
Develop and administer departmental goals, objectives, and procedures.
Analyze and assess programs, policies, and operational needs and make appropriate adjustments.
Identify and respond to sensitive community and organizational issues, concerns, and needs.
Plan, organize, direct, and coordinate the work of lower level staff.
Delegate authority and responsibility.
Select, supervise, train, and evaluate staff.
Analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals.
Make adjustments to standard operating procedures as necessary to improve organizational effectiveness.
Research, analyze, and evaluate new service delivery methods and techniques.
Prepare clear and concise administrative and financial reports.
Prepare and administer large and complex budgets.
Interpret and apply applicable federal, state, and local policies, laws, and regulations.
Facilitate group participation and consensus building.
Operate office equipment including computers and supporting word processing, spreadsheet, and database applications.
Communicate clearly and concisely, both orally and in writing.
Establish and maintain effective working relationships with those contacted in the course of work.

Education and Experience Guidelines - *Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:*

Education/Training:

A Bachelor's degree from an accredited college or university with major course work in accounting, business administration, finance, or related field.

Experience:

Eight years of broad and extensive experience in financial management or related experience including three years of management and administrative responsibility in a public agency.

License or Certificate:

Possession of an appropriate driver's license.

Certification as a Certified Public Accountant (CPA) is desirable.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT

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

Environment: Work is performed primarily in a standard office environment with some travel to different sites; incumbents may be required to work extended hours including evenings and weekends and may be required to travel outside City boundaries to attend meetings.

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

Vision: See in the normal visual range with or without correction.

Hearing: Hear in the normal audio range with or without correction.

FLSA Designation: Exempt

February, 2005
Johnson & Associates

City of Lafayette

ADMINISTRATIVE SERVICES DIRECTOR

POSITION DESCRIPTION

Department: Administrative Services **Division:** Administrative Services	**Accountable To:** City Manager Confidential Status	**FLSA Status:** Exempt **FTE:** Full-time; Full Benefits
Class Description: Under administrative direction of the City Manager, supervises the City's administrative activities; provides highly responsible and complex administrative assistance to the City Manager.		

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Prepares the proposed and final municipal budget. Forecasts revenues, estimates expenditures, and investigates significant changes in revenues. Monitors City's rates and fees, conducts studies, analyzes, and makes recommendations for modification of the amounts of the rates and fees.
- Supervises City's financial activity and provides oversight as to purchases and payments for service, accounting transactions, journal entries, revenue projections, investments, payroll actions, and fee collections. Oversees the City's audit, TOT audits, and CATV franchise audits.
- Tracks and monitors Department expenditures and analyzes the use of resources to keep expenditures within the adopted budget and to encourage the most efficient use of resources.
- Supervises the personnel function. Administers and updates the personnel rules and regulations, coordinates training programs, designs and coordinates the performance evaluation and incentive system. Designs recruitment materials, distributes notices of employment openings, evaluates applications, sets up interview processes, schedules physical examinations, background checks, drafts employment offers, and sets up orientation programs. Performs salary surveys. Drafts and updates job descriptions and performs studies to set salary ranges for new positions. Coordinates personnel actions with the financial services payroll and benefits staff. Advises and assists Department Directors in the event it is necessary to process a disciplinary action for an employee.
- Oversees the City's office equipment, information systems, technology programs, negotiates the office lease, and coordinates office remodels and expansions.
- Oversees the City's records management program and the City Clerk's management of the official City records.
- Coordinates the sale of City bonds.
- Manages the cable television franchise and other technology franchises.
- Coordinates purchase, sale, and lease of City real property including the parking lots.
- Serves as the financial officer of the Lafayette Redevelopment Agency; oversees accounting for all RDA transactions, projects revenues, and conducts audits.
- Supervises and evaluates the performance of subordinate personnel.

- Represents the City at various professional meetings; serves on a variety of technical and intergovernmental committees.
- Initiates and performs management studies and research on City policies, procedures, programs, and services; makes recommendations to City Council and Manager on and implements a wide variety of municipal programs and services.
- Acts as the administrator of the City's web page.

OTHER DUTIES AND RESPONSIBILITIES:

- May serve as Acting City Manager in the City Manager's absence.
- May serve as the editor of a quarterly City newsletter.
- May draft, review, and negotiate purchasing contracts.
- May serve as the City's representative on the Risk Management JPA Board. Reviews and adjusts the level of property insurance, casualty insurance, employment practices insurance, and fidelity bonds for City operations.
- Follows the purchasing, personnel, administrative, and other policies and practices of the City.
- Performs other related duties as required that may not be specifically listed in the job description, but are within the general responsibility level associated with this class.

EDUCATION OR EQUIVALENT EXPERIENCE REQUIRED:

Bachelor's degree in Public or Business Administration or closely related field and three years of municipal experience. Desirable Qualifications include a Master's degree in Public Administration, Public Policy, or Business Administration and five years of increasingly responsible administrative experience and knowledge of municipal financial operations. Any equivalent combination of education and experience sufficient to successfully perform the essential duties of the job listed above may be substituted on a year-to-year basis.

SKILLS/KNOWLEDGE/ABILITIES REQUIRED:

- Ability to effectively and clearly communicate orally and in writing with staff, members of the public, commissions, vendors, and the Council; ability to develop and maintain effective working relationships with staff, Commission members, residents, vendors, and Council members.
- Knowledge of governmental financial accounting, purchasing practices, contract principles, public contract procedures, and franchise management.
- Knowledge of personnel practices and ability to negotiate with labor groups.
- Knowledge of records management techniques and legal requirements for recording, retention, and disclosure. Knowledge of office technologies and maintenance requirements.
- Ability to perform detailed research and analysis. Competency to edit a City newsletter.
- Ability to work independently to set and implement Department goals and priorities.
- Supervisory skills for effective employee supervision and development of staff.
- Competency in the use of word-processing, spreadsheet, and database software.

LICENSING REQUIREMENTS:
Valid California Driver's License and a satisfactory driving record are conditions of initial and continued employment. State Bar License, if assigned to review contracts.

WORKING CONDITIONS:
Work is performed in a normal office environment. The position requires ability to talk, listen, stoop, kneel, reach, sit, stand, move, and engage in repetitive motions. The position requires the ability to operate a computer keyboard and printer, postage machine, copiers, fax machine, and telephone. Occasionally work requires lifting or moving up to 20 pounds.

Work hours are irregular.

Town of Moraga
Audit and Finance Committee Charter

Membership

The committee shall consist of five members appointed by the Town Council, to include two Town Council members, three members of the public, one of whom serves as Town Treasurer. The Town Treasurer shall serve for a term of two years. The public members' term shall be two years and staggered so the term of one member ends in even-numbered years and the term of the other member ends in odd-numbered years. The members shall have a basic understanding of finance and accounting.

Specific Duties of the Town Treasurer

1. Serve as Chairperson of the committee.
2. Work with Administrative Services Director to establish agenda.
3. Follow up on specific tasks as directed by the committee or the Town Council.

Authority and Responsibility

The committee is to assist the Town Council in fulfilling its responsibilities as to accounting policies and reporting practices of the Town and sufficiency of auditing relative thereto. It is to be the Town Council's principal agent in ensuring the independence of the Town's independent auditors, the integrity of management, and the adequacy of disclosures to the public. The opportunity of the independent auditors to meet with the entire Town Council as needed, however, is not to be restricted. The committee shall oversee and advise the Town Council and management on the selection of independent auditors.

Specific Duties of the Committee

<u>Selection of Independent Auditor</u>

1. Oversee and participate in the selection of the independent auditor. The Town staff will conduct the selection process.

2. Recommend to the Town Council the selection or retention of the independent auditor.

<u>Annual Audit</u>

Prior to Audit:

1. Review with management and the independent auditor the scope and general extent of the independent auditor's planned examination,

including its engagement letter. The auditor's fees are to be arranged with management and summarized annually for committee review. The committee's review should entail an understanding from the independent auditor of the factors considered by the auditor in determining the audit scope.

Following the Audit:

2. Review with management and the independent auditor, upon completion of its audit, draft financial results for the year. The committee's review is to encompass the Town's annual financial report, including the financial statements and footnote disclosures and supplemental disclosures required by generally accepted accounting principles

3. Review conduct of the annual audit. Evaluate the cooperation received by the independent auditor during its audit, including its access to all requested records, data, and information. Elicit the comments of management regarding the responsiveness of the independent auditor to the Town's needs. Inquire of the independent auditor whether there have been any disagreements with management that, if not satisfactorily resolved, would have caused the independent auditor to issue a nonstandard report on the Town's financial statements. Make, or cause to be made, all necessary inquiries of management and the independent auditor concerning established standards of conduct and performance, and deviations therefrom.

4. Review with management and the independent auditor the Town's policies and procedures to reasonably ensure the adequacy of internal controls over accounting, administration, compliance with laws and regulations, and financial reporting. Provide recommendations for any changes as may be deemed necessary.

5. Discuss with the independent auditor the quality of the Town's financial and accounting process and any recommendations that the independent auditor may have. Topics to be considered during this discussion include improving internal financial controls, controls over compliance with laws and regulations, the selection of accounting principles, and management reporting systems.

6. Review written responses of management to "letter of comments and recommendations" from the independent auditor and discuss with management the status of implementation of prior-period recommendations and corrective action plans.

Financial Reporting and Budgets

1. Have familiarity, through the individual efforts of its members, with the accounting and reporting principles and practices applied by the Town in preparing its financial statements. Review accounting principles and procedures used in the maintaining the financial records of the Town.

2. Review the Town's quarterly budget-to-actual reports, and make inquiries of management regarding variances.

3. . Review the Annual Proposed Budget and the Mid-Year Budget Report. Provide input to staff prior to completion of these documents for presentation to the Town Council.

4. Review the draft Town Comprehensive Annual Financial Report (CAFR) or other annual financial statements.

Financial Planning and Investment Policy

1. Review cash flow projections and long term financial plans with management. Provide input to staff prior to completion of these documents for presentation to the Town Council.

2 Review financial management procedures including investment strategies and cash handling procedures.

3 Review quarterly investment report for compliance with the Town's Investment Policy.

4 Annually review the Town's Investment Policy and recommend any changes to the Town Council.

Other

1. Recommend to the Town Council any appropriate extensions or changes in the duties of the Audit and Finance Committee.

2. Work on special projects, as directed by the Town Council.

3. Apprise the Town Council, through minutes and special presentations as necessary, of significant developments in the course of performing the above duties.

Meeting Frequency

The committee shall meet four or five times a year as needed.

As a standing committee appointed by the Town Council it is subject to public notice and open meeting requirements of the Brown Act.

CITY of NAPA

CLASS SPECIFICATION

CLASS TITLE: Finance Director

DEFINITION: Under administrative direction, plans, organizes and directs the programs and activities of the Finance Department; performs related duties as required; serves as a member of the City's management team.

DISTINGHISHING CHARACTERISTICS: This position is responsible for the development and implementation of Finance services, including accounting, budgeting, information systems, collections, and purchasing. Reporting to the City Manager the incumbent develops and administers the programs assigned to the Finance Department including the investment of City funds and financial recordkeeping and reporting and serves as the City's primary authority on financial matters, including Housing and Redevelopment. Responsibilities include the direct and indirect supervision of professional, technical, clerical and support staff.

TYPICAL TASKS: Duties may include, but are not limited to the following:

1. Plans, organizes, directs and coordinates the activities of the Finance Department including the City and departmental budget; directs and participates in the development and implementation of goals, objectives, policies and procedures; provides advice and consultation on the development of Finance Department services and functions.

2. Directs the development and implementation of accounting and financial systems of the City; reviews departmental budget estimates and assists in developing preliminary and final budgets; establishes accounts for proper budgetary control; develops improved recordkeeping and fiscal control systems.

3. Administers and directs the improvements to existing fiscal programs for sound fiscal operations to ensure they are within federal and state laws and regulations; conducts a variety of special studies and surveys to determine the effectiveness of fiscal programs and services; analyses and makes recommendations on bond financing and other methods of issuing dept. to finance City improvements.

4. Develops and maintains a sound investment program; consults with an advises the City on the financial condition of the City, projected revenues and related matters; makes recommendations on the funding of City services, financial and programmatic plans; prepares and monitors the annual budget, making recommendations to the City Manager on final expenditure levels; oversees the development and administration of capital improvement budgets and plans; recommends changes which increase the efficiency and economy of City operations and services.

5. Directs the overall management and coordination of the City's central data processing function and information systems; oversee the development and implementation of a comprehensive master plan for systems and program development with user input.

6. Coordinate the management of the City's procurement and stores function; oversees the development and distribution of procedure manuals for instruction to users; recommends ordinance and policy changes within charter and statute guidelines.

7. Supervises staff of the Finance Department; selects, assigns, monitors and evaluates work performance; establishes rules, procedures and/or standards; provides training and guidance; administers personnel policies.

8. Directs maintenance and auditing of all assessment records and collection of levies including taxes, utility charges, license fees, and other City revenue; directs the receipt, deposit and investment of all City monies; plans continuous audits of departments and units handling cash and maintaining subsidiary accounting records.

9. Prepares and supervises the preparation of statements and reports on City financial affairs and related required fiscal reports for the City Manager, City Council, state and federal agencies, and the general public; prepares economic forecasts and long range financial plans; conducts or supervises studies on charges for City services such as garbage rate review; conducts special administrative or technical studies which may affect finances; coordinates varied fiscal activities associated with the City's Risk Management programs.

MINIMUM REQUIREMENTS:

Experience/Education: A typical way to obtain the requisite knowledge and abilities would be: four years of increasingly responsible administrative experience in governmental financial planning and administration, including considerable experience in a supervisory capacity coupled with a BA Degree with major work in public or business administration with an emphasis on Finance; a related Master's degree is preferred.

Knowledge of: Principles, practices and methods used in governmental accounting and auditing; standard practices of revenue management and business license administration; federal, state and local laws, rules and regulations governing municipal finances and reporting; principals and practices of public administration, budgeting and personnel management; various sources of funds available for finance programs; financing methods and alternatives; community resources; public relations techniques.

Ability to: Plan, organize and direct the activities of the programs and activities of the Finance Department; interpret, explain and apply applicable laws, rules and regulations; analyze and interpret fiscal and accounting reports, financial feasibility of projects and proposed programs; analyze and recommend on various methods of issuing debt to finance city improvements, review and devise improved accounting and recordkeeping procedures; prepare and maintain accurate and complete records and reports; analyze and resolve technical and organizational problems; direct and organize departmental staff to achieve goals and objectives; operate a personal computer; communicate clearly and concisely, both orally and in writing; research and analyze in the preparation of reports; coordinate, prepare and monitor City's annual budget and expenditures; establish and maintain cooperative relations with various private and public agencies, businesses, governmental agencies; deal tactfully and effectively with the department managers, elected officials, outside agencies, the press and other interested groups; select, supervise, train and evaluate staff.

Special Requirements: Possession of a valid California Class "C" Driver's License. Must be bondable as required by local ordinances.

EXEMPT POSITION

City Manager's Signature 6/29/92

CITY of NAPA

CLASS SPECIFICATION

CLASS TITLE: Finance Director

DEFINITION: Under administrative direction, plans, organizes and directs the programs and activities of the Finance Department; performs related duties as required; serves as a member of the City's management team.

DISTINGHISHING CHARACTERISTICS: This position is responsible for the development and implementation of Finance services, including accounting, budgeting, information systems, collections, and purchasing. Reporting to the City Manager the incumbent develops and administers the programs assigned to the Finance Department including the investment of City funds and financial recordkeeping and reporting and serves as the City's primary authority on financial matters, including Housing and Redevelopment. Responsibilities include the direct and indirect supervision of professional, technical, clerical and support staff.

TYPICAL TASKS: Duties may include, but are not limited to the following:

1. Plans, organizes, directs and coordinates the activities of the Finance Department including the City and departmental budget; directs and participates in the development and implementation of goals, objectives, policies and procedures; provides advice and consultation on the development of Finance Department services and functions.

2. Directs the development and implementation of accounting and financial systems of the City; reviews departmental budget estimates and assists in developing preliminary and final budgets; establishes accounts for proper budgetary control; develops improved recordkeeping and fiscal control systems.

3. Administers and directs the improvements to existing fiscal programs for sound fiscal operations to ensure they are within federal and state laws and regulations; conducts a variety of special studies and surveys to determine the effectiveness of fiscal programs and services; analyses and makes recommendations on bond financing and other methods of issuing dept. to finance City improvements.

4. Develops and maintains a sound investment program; consults with an advises the City on the financial condition of the City, projected revenues and related matters; makes recommendations on the funding of City services, financial and programmatic plans; prepares and monitors the annual budget, making recommendations to the City Manager on final expenditure levels; oversees the development and administration of capital improvement budgets and plans; recommends changes which increase the efficiency and economy of City operations and services.

5. Directs the overall management and coordination of the City's central data processing function and information systems; oversee the development and implementation of a comprehensive master plan for systems and program development with user input.

6. Coordinate the management of the City's procurement and stores function; oversees the development and distribution of procedure manuals for instruction to users; recommends ordinance and policy changes within charter and statute guidelines.

7. Supervises staff of the Finance Department; selects, assigns, monitors and evaluates work performance; establishes rules, procedures and/or standards; provides training and guidance; administers personnel policies.

8. Directs maintenance and auditing of all assessment records and collection of levies including taxes, utility charges, license fees, and other City revenue; directs the receipt, deposit and investment of all City monies; plans continuous audits of departments and units handling cash and maintaining subsidiary accounting records.

9. Prepares and supervises the preparation of statements and reports on City financial affairs and related required fiscal reports for the City Manager, City Council, state and federal agencies, and the general public; prepares economic forecasts and long range financial plans; conducts or supervises studies on charges for City services such as garbage rate review; conducts special administrative or technical studies which may affect finances; coordinates varied fiscal activities associated with the City's Risk Management programs.

MINIMUM REQUIREMENTS:

Experience/Education: A typical way to obtain the requisite knowledge and abilities would be: four years of increasingly responsible administrative experience in governmental financial planning and administration, including considerable experience in a supervisory capacity coupled with a BA Degree with major work in public or business administration with an emphasis on Finance; a related Master's degree is preferred.

Knowledge of: Principles, practices and methods used in governmental accounting and auditing; standard practices of revenue management and business license administration; federal, state and local laws, rules and regulations governing municipal finances and reporting; principals and practices of public administration, budgeting and personnel management; various sources of funds available for finance programs; financing methods and alternatives; community resources; public relations techniques.

Ability to: Plan, organize and direct the activities of the programs and activities of the Finance Department; interpret, explain and apply applicable laws, rules and regulations; analyze and interpret fiscal and accounting reports, financial feasibility of projects and proposed programs; analyze and recommend on various methods of issuing debt to finance city improvements, review and devise improved accounting and recordkeeping procedures; prepare and maintain accurate and complete records and reports; analyze and resolve technical and organizational problems; direct and organize departmental staff to achieve goals and objectives; operate a personal computer; communicate clearly and concisely, both orally and in writing; research and analyze in the preparation of reports; coordinate, prepare and monitor City's annual budget and expenditures; establish and maintain cooperative relations with various private and public agencies, businesses, governmental agencies; deal tactfully and effectively with the department managers, elected officials, outside agencies, the press and other interested groups; select, supervise, train and evaluate staff.

Special Requirements: Possession of a valid California Class "C" Driver's License. Must be bondable as required by local ordinances.

EXEMPT POSITION

City Manager's Signature 6/29/92

CITY OF ORINDA
CITY TREASURER
POSITION DESCRIPTION

GENERAL PURPOSE:

Under the general guidance of the City Council, invests City funds and is responsible for custody of City cash and investments.

REPORTING RELATIONSHIPS:

The Treasurer works under the general guidance and direction of the City Council, and provides status updates relating to City funds to the City Manager.

ESSENTIAL FUNCTIONS:

Custodian of all monies, bonds and other securities of the City;

Invests available funds with qualified depositories;

Provides for the investment of all idle cash in accordance with the "Orinda Investment Policy";

Maintains records and portfolio for all City investments;

Prepares reports required of the Treasurer by State and City codes; and

Performs related duties as necessary.

MINIMUM QUALIFICATIONS

A. Education and Experience

1. Bachelor's degree with emphasis in finance or investments
   AND
2. Three (3) years of experience in finance or investments
   OR
3. An equivalent combination of education and experience

B. Required Knowledge, Skills and Abilities

1. Considerable knowledge of the laws, ordinances and regulations governing city financial matters; working knowledge of banking and investment procedures.

2. Ability to prepare and analyze financial statements and make fiscal decisions accordingly; ability to maintain complex fiscal records; ability to establish and maintain effective working relationships with employees, other departments, banking officials and the public.

C. Special Qualifications (Licenses, Certifications, etc.)

Must be bondable.

Necessary Knowledge, Skills and Abilities

Working knowledge of State and City codes relating to the receipt, custody of and the investment of public funds; skills in the practices of investing public funds; ability to read, understand, interpret and explain updated codes relating to treasurer's duties.

Ability to establish and maintain effective working relationships with employees, other agencies, and the public; and ability to communicate effectively, verbally and in writing.

SELECTION GUIDELINES

Formal application; interview with hiring authority. Successful completion of a background check and credit check; Form 700: Statement of Economic Interests filer (incumbent of position cannot receive any direct or indirect compensation, fees or gifts while serving in this capacity for the City); Expiration of term: 2/2012

FINANCE DIRECTOR

DEFINITION

Plans, organizes, provides administrative direction and oversight for and participates in all financial and related functions and activities, which include investments, financial transaction processing, record keeping and reporting, business licenses and payroll; coordinates the production and the administration of the City's budget; provides expert professional assistance to City management staff in areas of expertise; fosters cooperative working relationships with regulatory agencies; performs related work as assigned.

SUPERVISION EXERCISED AND RECEIVED

The Finance Director receives administrative and general policy direction from the City Manager. The work provides for a wide variety of independent decision-making, within legal and general policy and regulatory guidelines. Direct supervision is provided over technical and office support staff.

CLASS CHARACTERISTICS

The Finance Officer oversees, directs and participates in all activities of the Finance Department, including the treasury and budget functions. The work involves both the oversight of functions and activities and performance of many of the reporting, reconciliation and other day-to-day functions. Responsibilities include coordinating the activities of the department with those of other departments and administering and accomplishing the complex and varied functions of the department. The incumbent is accountable for accomplishing departmental planning and operational goals and objectives and for furthering City goals and objectives within general policy guidelines.

EXAMPLES OF DUTIES (Illustrative Only)

- Develops and directs the implementation of goals, objectives, policies, procedures and work standards for the department; prepares and administers the department's budget.
- Plans, organizes, administers, reviews and evaluates the work of technical and office support staff.
- Provides for the selection, training, professional development and work evaluation of department staff; authorizes discipline as required; provides policy guidance and interpretation to staff.
- Contributes to the overall quality of the department's service by developing, reviewing and implementing policies and procedures to meet legal requirements and City needs.
- Coordinates the administration of the annual budget for the City and the Redevelopment Agency; calculates cost distribution, provides for financial forecasting and planning; tracks the adopted budget and prepares periodic budget reviews for submission to City departments.
- Prepares comprehensive annual Financial Statements, including narrative, financial and statistical data.
- Oversees, coordinates and provides information required for the annual City financial audit; responds to and implements auditor's recommendations.

- Manages the City's investment portfolio; ensures that investments meet the City's policy guidelines and that adequate cash is available to meet obligations; prepares periodic reports regarding investments to the City Council.
- Reconciles bond and grant financing and prepares and submits required reports in a timely manner.
- Prepares or directs the preparation and reconciliation of journals, ledgers and other accounting records; prepares or directs the preparation of records and reports for submissions to various regulatory and other governmental agencies.
- Monitors business license, accounts receivable, accounts payable, payroll and other financial functions of the City.
- Prepares and directs the preparation of a variety of written correspondence, reports, procedures, resolutions and other materials.
- Maintains and directs the maintenance of working and official departmental files.
- Monitors changes in laws, regulations and technology that may affect departmental operations; implements policy and procedural changes as required.
- Provides technical advice to City's management and City Council in City financial and accounting matters.

QUALIFICATIONS

Knowledge of:

- Principles and practices of public agency finance, including investment, treasury, general and governmental accounting, auditing and reporting functions.
- Principles and practices of public agency budget development, administration and accountability.
- Information technology hardware and software, particularly as related to financial and administrative functions.
- Administrative principles and practices, including goal setting, program development, implementation and evaluation and supervision of staff, either directly or through subordinate levels of supervision.
- Applicable laws, codes and regulations.
- Techniques for effectively representing the City in contacts with governmental agencies, community groups and various business, professional, regulatory and legislative organizations.
- Techniques for effectively dealing with a variety of individuals from various socio-economic, cultural and ethnic backgrounds, in person and over the telephone.

Skill in:

- Planning, organizing, administering, coordinating, reviewing, evaluating and personally participating in a comprehensive public agency financial management program.
- Maintaining an effective investment portfolio within the guidelines established by the City.
- Maintaining accurate financial records and preparing clear and accurate reports for informational, auditing and operational use.
- Administering programs and the work of technical and office support staff.
- Selecting, training, motivating and evaluating the work of staff.

- Providing for the training and professional development of staff.
- Developing and implementing goals, objectives, policies, procedures, work standards and internal controls for the department.
- Interpreting, applying and explaining complex laws, codes, regulations and ordinances.
- Effectively representing the department and the City in meetings with governmental agencies, contractors, vendors and various business, professional, regulatory and legislative organizations.
- Preparing clear and concise reports, correspondence, policies, procedures and other written materials.
- Using tact, initiative, prudence and independent judgment within general policy and legal guidelines.
- Establishing and maintaining effective working relationships with those contacted in the course of the work.

Education and Experience:

Equivalent to graduation from a four year college or university with major course work in accounting, economics, business or public administration or a field related to the work and four years of supervisory or administrative experience in maintaining financial records and preparing statements. . Experience in applying the principles and practices of governmental accounting in a public agency is desirable.

License:

Must possess and maintain a valid California class C driver's license and a satisfactory driving record.

Working Conditions:

Works predominantly inside. Must be able to attend off-hour meetings and travel to sites out of the City.

Physical Demands:

Must possess mobility to work in a standard office setting, use standard office equipment, including a computer and ability to travel to various City and meeting sites; strength and stamina to lift and carry 20 pounds; vision to read printed materials and a computer screen; and hearing and speech to communicate in person, before groups and over the telephone.

CITY OF RICHMOND, CA

CLASS CODE: OA-146
ESTABLISHED: 5/7/56
GROUP: EXEC. MGMT
FLSA: EXEMPT
RETITLED/REVISED: 6/22/00
(Formerly Finance Director)

BUDGET AND FINANCIAL SERVICES AGENCY DIRECTOR

DEFINITION

Under administrative direction of the City Manager plans, organizes, directs and oversee the operations of the Budge and Financial Services Agency. The position includes responsibility for the City-wide accounting, revenue, bonds, purchasing procurement, investments, grants and budget analysis.

CLASS CHARACTERISTICS

This is a single position executive level classification that reports directly to the City Manager. This position serves as the executive officer of the Budge and Financial Services Agency, in addition to being City Treasurer which includes budge and financial management.

EXAMPLES OF DUTIES - duties may include, but are not limited to, the following:

Direct, monitor and control the receipt, expenditure, and accounting of all City funds.

Direct and monitor the City's accounting, treasury, revenue, bonds, purchasing procurement, and budget analysis programs through subordinate agency staff.

Identify and implement creative and innovative ways to infuse revenue into the City, and generate savings.

Manage and participate in the development and administration of the City's Housing Authority and the agency's budget.

Maintain positive and favorable investor relations as it relates to the financing of various City bonds and financial instruments.

Maintain the fiscal balance of the city's revenue and expenditures. Prepare and administer the city budget.

Ensure the City accounting and financial records are maintained in accordance with professional and legal standards.

Direct and monitor the procurement of City-wide grants.

Manage and invest all the City's liquid funds in a safe and prudent manner as described in the investment policy.

Direct the preparation of a variety of specialized and technical reports and documents relating to fiscal activities and plans.

Attend and participate in meetings with the City Council and its committees.

Monitor and evaluate the efficiency and effectiveness of the agency's organizational structure, staffing patterns, service levels and administrative systems; identify opportunities for improvement and increased coordination and collaboration with the other city agencies.

Provide leadership and direction to the division managers.

Actively promote collaboration, communication and coordination with other city agencies.

Serve as a liaison to other city agencies, elected officials, community leaders, investors, financial institutions and state and federal agencies, to coordinate and collaborate on the development and implementation of policies, goal, objectives and services.

QUALIFICATIONS:

Knowledge of:

Principles, practices and techniques of modern accounting, and related fiscal methods and procedure

Principles, practices and techniques of financial management, financing, debt management, and auditing.

Management principles and techniques, especially in the areas of fiscal operations.

Laws, codes, charter provisions, rules and regulations governing fiscal activities and department operations.

Financial computer applications and information technology.

Public relations techniques.

Ability to:

Provide leadership

Plan, organize, and direct the operations of a large and complex agency.
Effectively and creatively budget, allocate and utilize agency resources.

Work effectively with a diverse community, senior managers, City Council, Mayor, the financial community, and member of boards and commissions.

Identify financial issues and concerns, develop alternatives, achieve consensus and implement decisions.

Prepare and administer a large, complex public sector budget.

Develop and implement financial goals, objective, policies and priorities

Work in a collaborative and cooperative team environment

Negotiate solutions, achieve consensus, and contribute to compromise

Understand, interpret and apply laws and administrative policies and rules, and direct their application to financial operations.

Communicate clearly, concisely and persuasively both orally and in writing

Select supervise, motivate and evaluate staff

EXPERIENCE AND EDUCATION

Any combination of experience and education which would provide the required knowledge and abilities. A typical way of demonstrating possession of the requisite knowledge and abilities would include the following.

Experience:

Seven years of progressively responsible financial management experience in a diverse organization, including accounting, budgeting, bonds, investments and information systems.

Education:

Bachelor's/Master's degree in public or business administration, finance, or economics.

LICENSES AND CERTIFICATES:

Certified Public Accountant certificate and/or accreditation by the GFOA desirable, but not mandatory.

Finance Director

Class Code: 00050

CITY OF VALLEJO
Revision Date: Jun 5, 2007

DEFINITION:
DEFINITION

To plan, direct, manage and oversee the activities and operations of the Finance Department including treasury, accounting, collections, utility billing, management information systems, purchasing and risk management; to coordinate assigned activities with other City departments and outside agencies; to serve as the City Treasurer; and to provide highly responsible and complex administrative support to the City Manager.

SUPERVISION RECEIVED AND EXERCISED

Receives general administrative direction from the City Manager

Exercises direct supervision over management, supervisory, professional, technical and clerical staff.

EXAMPLES OF DUTIES:
EXAMPLES OF IMPORTANT RESPONSIBILITIES AND DUTIES - Important responsibilities and duties may include, but are not limited to, the following:

Assume full management responsibility for all Finance Department services and activities including such areas as treasury, accounting, collections, data processing, utility billing, purchasing and risk management; recommend and administer policies and procedures.

Manage the development and implementation of Finance Department goals, objectives, policies, and priorities for each assigned service area; establish, within City policy, appropriate service and staffing levels; allocate resources accordingly.

Continuously monitor and evaluate the efficiency and effectiveness of service delivery methods and procedures; assess and monitor work load, administrative and support systems, and internal reporting relationships; identify opportunities for improvement; direct the implementation of changes.

Represent the Finance Department to other City departments, elected officials and outside agencies; explain, justify and defend Finance Department programs, policies, and activities; negotiate and resolve sensitive, significant and controversial issues.

Select, train, motivate and evaluate Finance Department personnel; provide or coordinate staff training; work with employees to correct deficiencies; implement discipline and termination procedures.

Plan, direct and coordinate, through subordinate level managers, the Finance Department's work plan; meet with management staff to identify and resolve problems; assign projects and programmatic areas of responsibility; review and evaluate work methods and procedures.

Manage and participate in the development and administration of the Finance Department budget; direct the forecast of additional funds needed for staffing, equipment, materials, and supplies; direct the monitoring of and approve expenditures; direct the preparation of and implement budgetary adjustments as necessary.

Coordinate Finance Department activities with those of other departments and outside agencies and organizations; provide staff assistance to the City Manager, and City Council; prepare and present staff reports and other necessary correspondence.

Research, analyze, and recommend revenue-generating and cost-reducing proposals for capital and operating programs; prepare long-range financial projections.

Supervise the City's investment program; participate and assist in determining investment options for City funds; manage the City's investment portfolio to maximize interest earnings.

Serve as Financial Officer for the Marina, water enterprise activities and the Redevelopment Agency.

Prepare financial statements, cost reports, and statements of receipts and expenditures at regular intervals.

Direct the approval, audit, and certification of claims against the City for payrolls, goods and services.

Compile statements of current operating capital outlay expenditures for use in developing budgets and making policy decisions.

Participate on a variety of boards and commissions; attend and participate in professional group meetings; stay abreast of new trends and innovations in the field of finance.

Respond to and resolve difficult and sensitive citizen inquiries and complaints.

Perform related duties and responsibilities as required.

KNOWLEDGE AND ABILITIES:
QUALIFICATIONS

Knowledge of:

Operational characteristics, services and activities of a comprehensive municipal financial planning and development program.

Organizational and management practices as applied to the analysis and evaluation of programs, policies and operational needs.

Modern and complex principles and practices of program development and administration.

Advanced principles and practices of municipal budget preparation and administration, accounting, treasury management, purchasing, and risk management.

Principles of supervision, training and performance evaluation.

Pertinent Federal, State, and local laws, codes and regulations.

Ability to:

Plan, organize, direct and coordinate the work of management, supervisory, professional,

and technical personnel; delegate authority and responsibility.

Select, supervise, train and evaluate staff.

Provide administrative and professional leadership and direction for the Finance Department.

Identify and respond to community and City Council issues, concerns and needs.

Develop, implement and administer goals, objectives, and procedures for providing effective and efficient financial and administrative operations.

Prepare and administer large and complex budgets; allocate limited resources in a cost effective manner.

Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.

Research, analyze, and evaluate new service delivery methods, procedures and techniques.

Prepare clear and concise administrative and financial reports.

Interpret and apply Federal, State and local policies, procedures, laws and regulations.

Communicate clearly and concisely, both orally and in writing.

Establish and maintain effective working relationships with those contacted in the course of work including City and other government officials, community groups, and the general public.

MINIMUM QUALIFICATIONS:

Experience and Training Guidelines
Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Experience:

Seven years of increasingly responsible experience in governmental financial planning and administration, including four years of administrative and supervisory responsibility.

Training:

Equivalent to a Bachelors degree from an accredited college or university with major course work in finance, accounting, business administration, public administration or a related field. Possession of a Certified Public Accountant certificate is desirable.

VII.F.68

City Treasurer Positions

County	City	Elected	Appointed	Job Description Attached
Napa	Napa		X	X
	American Canyon		X	X
	Yountville		X	X
	St. Helena		X	X
	Calistoga		X	X
Napa Subtotal		**0**	**5**	**5**
Solano	Benicia	X		
	Dixon	X		
	Fairfield	X		
	Rio Vista	X		
	Suisun	X		
	Vacaville	X		
	Vallejo		X	
Solano Subtotal		**6**	**1**	**0**
Contra Costa	Antioch	X		X
	Brentwood		X	X
	Clayton		X	X
	Concord	X		
	Danville		X	X
	El Cerrito		X	X
	Hercules		X	
	Lafayette		X	X
	Martinez	X		
	Moraga		X	X
	Oakley		X	X
	Orinda		X	X
	Pinole		X	X
	Pittsburg	X		X
	Pleasant Hill	X		
	Richmond		X	X
	San Pablo	X		
	San Ramon		X	X
	Walnut Creek	X		X
Contra Costa Subtotal		**7**	**12**	**14**
Total		**13**	**18**	**19**

NOTE: Of all the cities that elect a Treasurer, only three (3) of them have job descriptions outlining the duties and responsibilities of the Treasurer: Antioch, Pittsburg and Walnut Creek.

City Treasurer

Napa County (all appointed officials)

American Canyon—vague job description. An appointed official' "the office of the city treasurer is created and established. The city treasurer shall hold such office at the pleasure of the city manager." The city treasurer shall perform such duties as are prescribed by *Section 41000-41007* of the *Government Code* of the state and by any other provisions of law applicable to deposit and investment and safekeeping of public funds of the city **(See page 9)**

Calistoga—vague job description. Serves and reports to the City Manager and also will have the duties prescribed in *Government Code Sections 37201-37210*, as well as Sections 41001-41007 **(See page 9)**

Napa—Duties transferred to Finance Director. Extensive job description for Finance Director. **(See page 29)**

St. Helena—Extensive job description with individual duties specifically outlined **(See page 9-11)**

Yountville—Extensive job description with individual duties specifically outlined. "In addition to the duties prescribed in this code, the Treasurer shall have the duties prescribed in *Government Code Sections 37201-37210*, including any amendments." **(See page 11-12)**

Solano County (all elected officials)

Benicia—not contained in the Code.

Dixon—no available list of job duties at this time. **(See page 11)**

Fairfield—no available list of job duties at this time. Tax duties given to treasurer were transferred to the County Treasurer. **(See page 12-13)**

Rio Vista—no available list of job duties at this time. Duties of the treasurer are to be transferred to the city assessor and tax collector of the County. **(See page 13)**

Suisun—no available list of job duties at this time. Duties of the treasurer are to be transferred to the city assessor and tax collector of the County. **(See page 13-14)**

Vacaville—no available list of job duties at this time. The duties of the city treasurer are to be transferred to the county treasurer **(See page 14-15).**

Vallejo—no available list of job duties at this time. Duties are to be transferred to the Finance Director. **(See Page 15; See also Page 42-44)**

Contra Costa County

Antioch (elected)—extensive job description including the following: (1) Example of Duties; (2) Qualifications; (3) Experience and Training; and (4) License/Certificate. **(See page 16-17)**

Brentwood (appointed)—extensive job description including the following: (1) Summary description of the job; (2) Identifying characteristics; (3) Representative duties; (4) Qualifications; (5) Education and Experience; (6) Licenses or Certificates. **(See page 18-21)**

Clayton (appointed)—extensive job description with individual powers and duties specifically outlined **(See Attachment A)**
Concord (elected)—no available list of job duties.
Danville (appointed)—job description including powers and duties. **(See Attachment B)**
El Cerrito (appointed)—Vague job description. "The city treasurer shall perform such duties as are required by law as well as those assigned by the city manager." **(See Attachment C)**
Hercules (appointed)—No job description. The City consolidated the positions of City Clerk and Treasurer.
Lafayette (appointed)—extensive job description including the following: (1) Essential Duties and Responsibilities; (2) Education or Equivalent Experience Required; (3) Skills/Knowledge/Abilities Required; and (4) Licensing Requirements. **(See page 22-24)**
Martinez (elected)—no job description.
Moraga (appointed)—extensive job description. **(See page 25-28)**
Oakley (appointed)—vague job description with no explanation of duties. The city's Finance Director assumes all responsibilities of the Treasurer. **(See Attachment D)**
Orinda (appointed)—extensive job description including the following: (1) Essential Functions; (2) Minimum Qualifications; and (3) Selection Guidelines **(See page 33-34).**
Pinole (elected)—extensive job description. The city's Finance Director assumes all responsibilities of the Treasurer. **(See page 35-37)**
Pittsburg (elected)—Job description states that "the treasurer of the city shall audit and examine all investments made by the city, or its duly authorized personnel, at those times deemed necessary by him and shall in his discretion report his audit and examination to the city council." **(See Attachment E)**
Pleasant Hill (elected)—no description of job duties **(See Attachment F)**
Richmond (appointed)—extensive description of job duties. The city's Budget and Financial Services Director assumes all responsibilities of the Treasurer **(See page 38-41).**
San Pablo (elected)—no description of job duties
San Ramon (appointed)—brief description of duties. Director of Finance is to perform all duties given to the Treasurer. **(See Attachment G)**
Walnut Creek (elected)—vague description of job duties. **(See Attachment H)**

Attachment A

Chapter 2.30
CITY TREASURER

Sections:

2.30.010 Office Created
2.30.020 Eligibility
2.30.030 Bond
2.30.040 Compensation
2.30.050 Powers and Duties
2.30.060 Departmental Cooperation
2.30.070 Term of Office
2.30.080 Resignation - Removal from Office – Filling of Vacancy.

2.30.010 Office Created. The creation of the office of the City Treasurer of the City of Clayton is hereby ratified and confirmed. The City Council appoints the City Treasurer and shall make the appointment wholly on the basis of such person's ability and qualifications. The City Treasurer holds office and serves at the pleasure of the City Council.

2.30.020 Eligibility. The City Treasurer position requires training and experience in financial management, accounting, auditing, or similar background. At the time of filing nomination papers and upon assumption of office, the City Treasurer shall be a registered voter of the City.

2.30.030 Bond. Pursuant to Government Code Section 36518, the City Treasurer shall execute a bond in an amount to be fixed by the City Council. The bond shall be conditioned upon the faithful performance of the duties imposed upon the City Treasurer. The premium for the bond is a proper expense of the City.

2.30.040 Compensation. The appointed City Treasurer is a volunteer position and shall serve without compensation. It is anticipated the duties will require approximately 2 to 3 hours per month. In addition the position will be covered by the City's errors and omissions insurance policies.

2.30.050 Powers and Duties. The City Treasurer or designee shall perform all of the duties imposed upon him or her as required by law. Such duties may include, but are not limited to:

A. Audit the City's financial records and transactions.
B. Review and evaluate finance documents for accuracy and compliance with principles of Governmental Accounting and Financial Reporting.
C. Provide signature for payments made in the absence of the City Clerk.
D. Provide signature on related Finance Department records that require approval by the City Treasurer.

E. Works with the City Manager and Finance Manager to oversee and manage the City's investment practices; audits the City's cash position, and audits bank reconciliation.
F. Attend City meetings when necessary to discuss and/or explain finance related issues.
G. May be assigned to special projects or task forces outside the normal scope of duties.

2.30.060 Departmental Cooperation. The City Treasurer shall assist assigned City staff members in administering the financial and investment affairs of the City efficiently, economically, and harmoniously.

2.30.070 Term of Office. The City Treasurer shall serve an indefinite term, at the pleasure of the City Council.

2.30.080 Resignation - Removal from Office – Filling of Vacancy.

A. The City Treasurer may be removed by a majority vote of the City Council.
B. A vacancy may occur by the resignation of the City Treasurer.
C. In the event the City Treasurer ceases to be a registered voter of the City, his/her appointed office shall immediately become vacant.
D. Any vacancy shall be advertised by the City Clerk.
E. Interested candidates shall be interviewed by the City Council.
F. Final candidate shall be confirmed by resolution and appointed by the City Council at a regularly scheduled public meeting.

Adopted 12-6-05, Ord 391

Attachment B

CHAPTER II

ADMINISTRATION

2-3 TOWN TREASURER.

2-3.1 Designation of the Town Treasurer.

The Finance Director of the Town shall also act as the Town Treasurer. (Ord. #95-07, §2)

2-3.2 Powers and Duties.

To direct, manage and review the Town's investment program for the purpose of protecting, preserving and maintaining cash and investments in accordance with California Government Code Sections 53601 et seq. and the Town's Investment Policy. (Ord. #95-07, §2)

Attachment C

Chapter 2.20 - PUBLIC OFFICIALS

2.20.020 - Treasurer.[9]

The position of city **treasurer** is created. The city **treasurer** shall perform such duties as are required by law as well as those assigned by the city manager.

Attachment D: City of Oakley

Article 2 FINANCE DIRECTOR

2.2.202 Office Established.
The office of Finance Director is hereby established.

2.2.204 Duties.
The Finance Director shall have the powers and duties set forth below.

a. The Finance Director shall serve as the City Treasurer, as defined in Sections 41001 through 41007 of the Government Code.

b. The Finance Director shall perform the duties described in Government Code Sections 40802, 40804, 40805, 36522 and 37201 through 37210.

c. The Finance Director shall perform such other duties as may be provided in the class specifications for the Finance Director as may be adopted by the Council from time to time.

2.2.206 Appointment – Exemption from Competitive Service.
The Finance Director shall be appointed by the City Manager, pursuant to Section 2.2.114(c).

2.2.208 Bond
The Finance Director shall execute the bond required by the City Clerk by California Government Code Section 36518.

(Sec. 3, Ordinance No. 12-06, adopted July 10, 2006)

Chapter 2.24
CITY TREASURER[1]

Sections:

2.24.010 Treasurer – Duties.

2.24.010 Treasurer – Duties.

The treasurer of the city shall audit and examine all investments made by the city, or its duly authorized personnel, at those times deemed necessary by him and shall in his discretion report his audit and examination to the city council. [1937 Code § 23.]

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[1]For statutory provisions regarding the office of city treasurer, see Government Code §§ 36501, 36503 and 41001 et seq.

This page of the Pittsburg Municipal Code is current through Ordinance 10-1344, passed February 22, 2011.
Disclaimer: The City Clerk's Office has the official version of the Pittsburg Municipal Code. Users should contact the City Clerk's Office for ordinances passed subsequent to the ordinance cited above.

City Website: http://www.ci.pittsburg.ca.us/ (http://www.ci.pittsburg.ca.us/)
City Telephone: (925) 252-4850
Code Publishing Company (http://www.codepublishing.com/)

Attachment F: City of Pleasant Hill

Pleasant Hill Municipal Code

Chapter 2.20
CITY TREASURER
Sections:

2.20.010 Position.
2.20.020 Compensation.

2.20.010 Position.

The city treasurer shall be elected as provided by law. (1991 code § 2-8.1)

2.20.020 Compensation.

The city treasurer is entitled to compensation fixed by resolution of the city council. (Ord. 416 § 2, 1978; 1991 code § 2-8.2)

Chapter V - Director of Finance

A4-51. - Position created and duties thereof.
A4-52. - Transfer of duties from city clerk.
A4-53. - Presentation of budgeted payrolls and demands paid by check to city council for ratification and approval.
A4-54. - Bond.

A4-51.- Position created and duties thereof.

The position of director of finance is created and shall perform the following duties and exercise the following powers:

A. Financial management services;
B. Treasurer;
C. Tax collector;
D. Purchasing officer; and
E. Such other duties and exercise such other powers as may be delegated from time to time by the city manager and/or city council.

(Ord. 357 § 1 (part), 2003: Ord. 257 § 1 (part), 1994)

A4-52.- Transfer of duties from city clerk.

Pursuant to Section 37209 of the Government Code, the duties imposed by Chapter 4, Financial Powers of Part 2, Legislative Body of Division 3, Officers of Title 4, Government of Cities of the Government Code are transferred to the director of finance.

(Ord. 357 § 1 (part), 2003: Ord. 257 § 1 (part), 1994)

A4-53.- Presentation of budgeted payrolls and demands paid by check to city council for ratification and approval.

Pursuant to Section 37208(c) of the Government Code, payroll warrants or checks and warrants or checks drawn in payment of demands certified by the director of finance as conforming to a budget approved by ordinance or resolution of the city council shall be presented to the city council for ratification and approval in the form of an audited comprehensive annual financial report.

(Ord. 357 § 1 (part), 2003: Ord. 257 § 1 (part), 1994)

A4-54.- Bond.

Before entering the duties of director of finance, he or she shall execute a bond to the city. The bond shall conform to the provisions of the Government Code relating to bonds of public officers. The penal sum of the bond shall be in a reasonable amount recommended by the city attorney and fixed by the city council, by resolution and may be changed during the term of his or her office.

(Ord. 357 § 1 (part), 2003: Ord. 257 § 1 (part), 1994)

Attachment H: City of Walnut Creek

CHAPTER 6. OFFICERS

Article 1. General Provisions

2-6.101 Officers Enumerated. SHARE

The following shall be considered as officers of the City:

a. City Council;

b. City Clerk;

c. City Attorney;

d. City Manager;

e. City Treasurer; and

f. Chief of Police. (2200, as amended by §1, Ord. 1811, eff. December 30, 1992; and by §1, Ord. 1811, eff. 12/30/92)

Article 5. City Treasurer

2-6.501 Duties. SHARE

The City treasurer shall have such duties as are prescribed by the general laws of the state and the regulations of the City. (2221)

This page of the Walnut Creek Municipal Code is current through Ordinance 2103, passed August 2, 2011.

Examples of Budgetary Costs for Elected City Treasurer

	Examples for Current $583/month stiped and receives insurances (varies by level of coverage)						Cost if changed to $200/month stipend and no insurances	
	City Costs	Employee Deductions	City Costs	Employee Deductions	City Costs	Employee Deductions	City Costs	Employee Deductions
Monthly Stipend	$ 583.00		$ 583.00		$ 583.00		$ 200.00	
Medicare (1.45%)	$ 8.45	$ 8.45	$ 8.45	$ 8.45	$ 8.45	$ 8.45	$ 2.90	$ 2.90
PERS EE Rate (8%)		$ 46.64		$ 46.64		$ 46.64		$ 16.00
PERS ER Rate (7-1-11 rate) (14.722%)	$ 85.83		$ 85.83		$ 85.83		$ 29.44	
PERS Pension Ob Bond (7-1-11 rate) (3.722%)	$ 21.70		$ 21.70		$ 21.70		$ 7.44	
Life Insurance ($20,000 policy)	$ 2.50		$ 2.50		$ 2.50			
workers comp ISF contribution	$ 5.83		$ 5.83		$ 5.83		$ 2.00	
	Insurances - Family Rate		Insurances - Emp + 1		Insurances - Single Rate			
*Health Insurance (represents city contribution)	$ 1,655.20	s - see below	$ 1,244.00	s - see below	$ 622.00	s - see below		
Dental Insurance (represents 7/1/11 Ameritas)	$ 157.55		$ 157.55		$ 157.55			
Vision Insurance (represents 7/1/11 rate)	$ 22.91		$ 22.91		$ 22.91			
Total monthly cost to City for this position	**$ 2,542.97**		**$ 2,131.77**		**$ 1,509.77**		**$ 241.79**	
Annual Costs to City	**$30,516**		**$25,581**		**$18,117**		**$2,901**	

*Health Insurance:
the health insurance amount reflects the 7/1/11 family rate for Health Net as we have rec'd it
if plan design changes are made, this amount will change.

The premiums for Health Net and Kaiser are more than the amount the city contributes, and the elected official contributes the difference via payroll deduction.

Insurance Rates / City Contribution Information is as follows:

Kaiser

	Premium	City Contribution	Employee Contribution
EMPLOYEE ONLY	654.19	622.00	32.19
EMPLOYEE +1	1,308.39	1,244.00	64.39
FAMILY	1,740.15	1,655.20	84.95

Health Net

	Premium	City Contribution	Employee Contribution
EMPLOYEE ONLY	878.42	622.00	256.42
EMPLOYEE +1	1,751.38	1,244.00	507.38
FAMILY	2,332.10	1,655.20	676.90

updated 8/31/11 (to include $200/mo example)

VII.F.82

From Mr. Autz

Reasons Why the Benicia City Treasurer Duties and Remuneration Ordinance Should be Tabled at This Time

In 1998 the City Council decided that since the City Treasurer's position was an elected position they would ask the voters to make the decision as to the eliminating the City Treasurer position.

The voters soundly defeated the idea of eliminating the City Treasurer's position

The argument in 1998 was the Council wanted to save money by eliminating the City Treasurer and also the City Clerk.

The people's argument centered around the Loss of the people's "checks and balances" representation in their city government.

With this in mind the Council should take the question back to the people.

If it is legal to avoid making the decision thru the election process then a poll, a survey, a group of petitions or some significant request from the people should be required

If the decision was to put the proposal on the ballot it would be effective in 2016

How can this Ordinance be presented after the 2011 election candidates have announced their plans to run, pulled their papers, filled their papers with required signatures and put their name on the ballot?

The calendar is as follows:
1998 The council decides they must ask the people before they make changes to the Treasurer's position
1998 The voters say NO to the proposal to eliminate the City Treasurer's position
1998 thru 2011 The city council discusses the cost of the Treasurer but avoids talking much about the checks and balance value
2010 In September the City Treasurer passes away due to illness and various other reasons the performance of the treasurer has been up for debate

2010 A member of the Finance Director's staff is appointed city treasurer. (because she is employed by the city she would not be allowed to be elected as treasurer). She is paid over $60,000 plus benefits and has a full time job with the city but is publicly announced as waving her Treasurer's stipend and benefits.
2011 The City Treasurer doing a full time job in the finance department misses some finance committee meetings and performs very few watch dog treasurer duties
2011 July 1 Hugh "H.R." Autz announces his candidacy for City Treasurer
2011 July 2-15 Langston and Messina announce their candidacy
2011 July 23 the finance committee discusses the Treasurer's duties. With a consensus vote they say the City Treasurer should sign checks and attend the finance committee meetings. There is no suggestion in the minutes to make the job Ceremonial. The minutes for this meeting and the May and June meetings are not posted on the web site until Aug 19, 2011
2011 August 16 The City Council in a 3-1 vote decides to eliminate the duties of the City Treasurer and make the position Ceremonial with no stipend or city benefit package. There is no discussion from anyone on the council as to the taking away the "checks and balance" feature of our city treasurer being eliminated. There is no survey, petition of citizens of Benicia, or anyone in person requesting a change and virtual elimination of the City Treasurer. Two candidates spoke against the change.
2011 August 17 It was mentioned to one candidate that it was too late to make a change when the candidates are known What if the council wanted to change the duties and powers of the Mayor at the September 6 meeting Possibly raise the salary because they knew the candidates. It sounds like city Bell to me.
2011 August 18 It is discovered that a possible candidate has not filled her papers because of the council's decision on August 16. It might be noted that no one on the Financial Committee wanted the City Treasurer's position even though they were going to the meetings. Being Ceremonial would be an insult.
2011 August 23 The August 26 Finance Committee meeting is cancelled eliminating an important chance to review the City Treasurer duties and possibility of making the position a worthwhile, productive, asset in Benicia's City government

Benicia City Treasurer Job Description

The Benicia City Treasurer position is elected by the voters every four years. The principal duties are to represent the people as a "checks and balance" member of the City in the finance area. He/or she should work with the Finance Director and staff, the City Manager and staff and the Mayor and City Council to see that the city finances are in order and in the interests of the citizens of Benicia.

Duties include but not limited to:

Serve on the Finance Committee as a voting member

Attend any city committee meetings that have budgets and revenue or expenses on the agenda

Attend city council meetings as needed

Present quarterly summation of observances as city treasurer

Field calls and questions about city finances from the general public

Serve as a checks and balance representative of the citizens of Benicia

Sign any checks or papers that require the City Treasurer's signature

The pay for this elected position shall be in line with other elected positions of a similar status and grade level

The City Treasurer shall be paid $50 for each meeting he/or she attends in a month with a maximum of $500 in any month.

The City Treasurer shall receive normal city expenses for travel, etc.

The City Treasurer shall receive city benefits as do other elected positions.

VII.F.86

Positions Excluded by Retirement Law (PERL) from CalPERS Coverage

The following is a list of positions that are excluded from CalPERS coverage as stated by California Public Employees' Retirement Law (PERL):

Persons Who are not "Employees" of a CalPERS-Covered Agency

Only compensated "employees" of agencies contracting with CalPERS for retirement coverage are eligible for CalPERS membership. CalPERS uses the "Common Law Control Test" as a guide to determining whether or not an individual is an employee, as well as which entity (if more than one) is purportedly employing a worker.

The Supreme Court decision in the case of Metropolitan Water District of Southern California v. Superior Court of Los Angeles (32 Cal. 4th 491) may be referenced for additional guidance in this area. The Court concluded that the law "requires contracting public agencies to enroll in CalPERS all common law employees except those excluded under a specific statutory or contractual provision." This decision also cited the Tieberg v. Unemployment Ins. App. Bd. Case (2 Cal.3rd 949), which stated that, "The right to control the means by which the work is accomplished is clearly the most significant test of the employment relationship."

Independent Contractors

Independent contractors are not "employees" and are excluded from membership in CalPERS by G.C. section 20300(b). An independent contractor is someone who contracts to do a piece of work according to his/her own methods, and is subject to his/her employer's control only as to the end product or final result of work, and not as to the means and manner by which the work is performed.

CalPERS also uses the "Common Law Control Test" as a guide to determining independent contractor status.

A "contract employee" (i.e., a common law employee who periodically signs an employment contract) is eligible for CalPERS membership, if otherwise qualified.

NOTE:
CalPERS commonly corresponds with agencies (e.g., sends a questionnaire to be completed by both the worker and the employer) in order to determine whether a worker is an "employee" of a CalPERS covered agency, an employee of a non-CalPERS agency, or an independent contractor. It is important that such questions be answered authoritatively by an appropriate certifying officer at your agency, since the employer may be liable for arrears costs (if membership is determined to be retroactively applicable), or for service credit purchased by the employer, if the worker is found to be an "employee" of your agency.

Members Of Other Retirement Systems

Persons who are receiving credit in another public retirement system (federal, state, county, city, or other local) are excluded from receiving credit with CalPERS for that same service by G.C. section 20303.

NOTE:
Persons can have actively-employed membership in two or more public retirement systems (e.g., STRS and CalPERS), as long as it is for different positions.

Elected or Appointed Officers

G.C. sections 20322-20325 exclude certain public officers and employees from membership unless an election is filed with CalPERS to elect membership. Those persons qualifying for such optional membership are predominately, but not exclusively, elective and appointive officers of public agencies and schools.

Refer to the "Optional Members of CalPERS" section for more complete information to determine who is thus excluded, but also eligible under "optional" member provisions.

"Optional" Members of CalPERS

NOTE:
Changes in legislation have made "optional" member eligibility determinations more complex. This section provides basic information by employer and/or "optional" position category to assist in making those determinations. However, if you have any questions concerning "optional" membership eligibility or rights, we encourage you to contact us.

The Government Code provides "optional" membership rights for certain public officers and employees. Those eligible "optional" members" are excluded from membership unless and until a written election for membership is filed with CalPERS. (Refer to the ***Election of Optional Membership*** (PERS-AESD-59) section for instructions on how to establish "optional membership." This form can be downloaded on CalPERS Web site.) Membership becomes effective from the date the election is signed and sent to CalPERS.

Once membership has been elected, an "optional" member may elect to contribute and receive service for previous qualifying employment. See the publication ***CalPERS Service Credit Purchase Options*** (PUB-12) for more information.

When an optional member purchases credit for prior employment, it will not change the membership date.

General Principles

1. Elected or appointed officials who do not receive "compensation" other than reimbursement of expenses (or who waive such compensation) can not be reported in membership, or receive service credit.
2. Once membership is elected and established, "optional" members are generally subject to the same CalPERS laws and regulations that apply to compulsory members (except as stated below).
3. There is no government code provision to allow for cancellation of membership prior to separation from employment. Once elected, membership must be continued for all future consecutive "optional" member positions with the same employer as long as the future positions are not excluded by law or contract.
4. For members of a City Council or County Board of Supervisors first elected or appointed on or after July 1, 1994 (unless continuously in employment since June 30, 1994), "final compensation" at retirement for service in this office will be based *only* on salaries earned in such office. (G.C. section 20039)
5. Optional members as listed below receive full-time service credit and are deemed "full-time" employees for all CalPERS purposes (G.C. section 20899). Therefore, contract exclusions of less than full-time employees do not apply to them. NOTE: Such "full-time" status may result in an "overtime" situation, if the member has any other concurrent CalPERS positions. (See "Overtime Positions" section for more information.)

Optional members at public agencies and schools are those defined by G.C. section 20322, to include the following groups:

Elective Officers

Persons elected by vote of the people (e.g., Mayor, City Council members, County Supervisors, Sheriff, District Attorney, City Clerk, etc.). This also includes persons who are appointed to fill the unexpired office of an elective officer (e.g., a person appointed by a City Council to fill the remainder of a term for a member who resigns, or dies in office).

NOTE:
County Board of Education members are considered, for CalPERS purposes, as "employees" of the county, rather than employees of the County Superintendent of Schools, even if the board is fiscally independent of the county. Therefore, the county must contract for CalPERS coverage for such persons to be eligible, unless it provided G.C. section 20361.2 prior to its repeal effective July 1, 1994.

AGENDA ITEM
CITY COUNCIL MEETING DATE - SEPTEMBER 6, 2011
CONSENT CALENDAR

DATE : August 28, 2011

TO : City Manager

FROM : Acting Economic Development Manager

SUBJECT : **APPROVAL OF AMENDMENT NO. 1 TO THE JOINT USE OF FACILITIES AGREEMENT FOR BENICIA MIDDLE SCHOOL**

RECOMMENDATION:
Approve, by motion, the proposed Amendment No. 1 to the Joint Use of Facilities Agreement for Benicia Middle School (BMS).

EXECUTIVE SUMMARY:
The proposed amendment modifies the Joint Use Agreement for Benicia Middle School by adjusting the revenue share for one of the cellular tower sub-lease agreements (Crown Castle). The modification adjusts the former 50/50 revenue share to 75% to the City and 25% to the Benicia Unified School District. The purpose of this amendment is to provide the City additional revenue to allow the City to continue to maintain the turf play fields at BMS. To make this possible, City staff renegotiated the sub-lease agreement with Crown Castle. The amended agreement with Crown Castle more than doubled the monthly rent from $847 to $1,900.

BUDGET INFORMATION:
The City will realize a monthly lease income gain of $1,050 beginning on July 1, 2011. Prior to the cell tower lease amendment, the monthly lease payment from Crown Castle was $847.50, for which the City shares equally with the BUSD. The proceeds from Crown Castle agreement are deposited in the City's General Fund, with the intent to be used to offset costs associated with the continued maintenance of the Benicia Middle School sports fields.

STRATEGIC PLAN:
Relevant Strategic Plan Goals:

- Strategic Issue 1: Protecting Community Health and Safety
  - Strategy No. 5: Promote Community and Personal Health

BACKGROUND:
Last fall, on September 21, 2010 the City Council made midterm budget adjustments, resulting in, among other things, the elimination of funding to maintain turf fields at two of the four BUSD locations. Due to the higher costs of maintaining the secondary education turf fields (BHS & BMS), the City informed the BUSD on September 22, 2010 that City could only maintain one secondary field and one elementary school field. In that letter the BUSD was noticed that maintenance of BMS and Robert Semple School would cease on March 31, 2011.

In the intervening months the respective staffs from the City and BUSD worked together, prioritizing the needs of the community and developing a plan to transfer maintenance responsibilities from one agency to the other. During these discussions it become obvious that the greatest community need and desire was for the City to continue to maintain the secondary school fields. To that end, City staff worked to find additional funding to make that possible.

During the winter months City staff began negotiations with Crown Castle, one of the two telecommunications companies that have sub-lease agreements for cellular towers located on the BMS turf fields. Staff was successful in renegotiating the lease terms, more than doubling the rent income from $847 per month to $1,900.

In order to continue to maintain the turf play fields at BMS the City needed to hire a part-time, seasonal Park's worker. With the cost of labor and supplies, approximately $17,000 was needed to perform this service. The proposed Amendment No. 1, with the new revenue share of 75/25, will provide a total income to the City of $17,100. The BUSD annual revenue, even with the 75/25 revenue share formula, will be $5,700, which is $618 more than BUSD received last fiscal year.

In June the City Council approved the amended lease with Crown Castle. Prior to that meeting, staff went before the BUSD Board of Trustees to review the Crown Castle amendment and proposed Amendment No. 1 to the Joint Use Agreement. The Board of Trustees suggested some edits to the proposed Amendment No. 1 to the Joint Use Agreement, for which staff was more than happy to incorporate.

Following City Council approval, the proposed Amendment No. 1 will go before the BUSD Board of Trustees for approval. In an effort not to interrupt service to the Community, City staff has continued to maintain the BMS field in anticipation of the amendment to the Joint Use Agreement for BMS. Should the Amendment No. 1 not be accepted by either party, the City would not be able to afford to continue to maintain the BMS field and would cease operations, as described in

the September 22, 2010 notice to the BUSD Superintendent. That result is not anticipated as this proposed agreement represents a win-win-win for all parties. The BUSD continues to have the BMS filed maintained, they have increased their annual revenue by $618, the City is able to pay for labor and supplies to maintain the BMS fields with out an additional appropriation from the General Fund, and community groups are able to continue to utilize the turf fields at BMS under the same conditions they have become accustom.

Staff recommends approval of the proposed Amendment No. 1 to the Joint Use of Facilities Agreement for Benicia Middle School.

Attachments:

- Proposed Amendment No. 1 Joint Use of Facilities Agreement (BMS)
- Joint Use of Facilities Agreement (BMS) (Complete Agreement)
- Letter: City Notice to BUSD to Cease Maintenance of BUSD Fields (9/22/11)

VII.G.4

AMENDMENT TO AGREEMENT

This Amendment of the Agreement, entered into this ____ day of _____, 2011, by and between the City of Benicia, a municipal corporation ("City") and Benicia Unified School District, a public school district ("District"), is made with reference to the following:

RECITALS:

A. On October 30, 2006, an agreement was entered into by and between City and District, ("Agreement").

B. City and District desire to modify the Agreement on the terms and conditions set forth herein.

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

1. Paragraph 5.E. of the Agreement is modified to read as follows:

The District may enter into easements or similar agreements with utility companies or other entities whereby such companies may use the District Facilities for utility or other legally allowable services. Prior to entering into any such agreements, the District shall provide thirty days advance written notice to the City, and provide the City an opportunity to comment upon the proposed agreement. **The City and District shall split all revenue derived from the Crown Castle Sublease Agreement between the City and Crown Castle, Inc by the following share, seventy-five percent (75%) to the City and twenty-five percent (25%) to the District. The City and the District shall split equally and each retain a fifty percent (50%) share of all revenue derived from the Verizon Sublease Agreement between the City and Verizon Wireless, Inc.** Revenue from existing easements or similar agreements, as amended shall continue to be split 50/50.

The City may enter into easement or similar agreements with utility companies or other entities whereby such companies may use the City Facilities for utility or other legally allowable services. Prior to entering into any such agreements, the City shall provide thirty days advance written notice to the District, and provide the District an opportunity to comment upon the proposed agreement.

In entering into such arrangements the aesthetic consideration of the proposed utility or other facilities shall be considered and addressed in accordance with the design guidelines adopted by the Joint Use Management Committee. Such arrangements shall not materially affect the function or use of the Facility.

2. Except as expressly modified herein, all other terms and covenants set forth in the Agreement shall remain the same and shall be in full force and effect.

* * * * *

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

Benicia Unified School District	City of Benicia, A Municipal Corporation
_____	_____
Andre Stewart, District Board President	Elizabeth Patterson, Mayor
APPROVED AS TO FORM:	APPROVED AS TO FORM:
_____	_____
District Counsel	City Attorney

AGREEMENT BETWEEN
CITY OF BENICIA
AND
BENICIA UNIFIED SCHOOL DISTRICT
RELATING TO JOINT USE OF FACILITIES
(BENICIA MIDDLE SCHOOL)

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AGREEMENT BETWEEN

CITY OF BENICIA

AND

BENICIA UNIFIED SCHOOL DISTRICT

RELATING TO JOINT USE OF FACILITIES

(Benicia Middle School Field Maintenance)

THIS AGREEMENT is made and entered into this 4th day of October, 2006, by and between the CITY OF BENICIA, a municipal corporation ("City"), and the BENICIA UNIFIED SCHOOL DISTRICT, a public school district ("District").

RECITALS:

WHEREAS, the District owns, maintains and operates school grounds within the City, which each include natural turf play field areas ("turf play fields"), gymnasiums and multipurpose rooms more particularly described in Exhibit A, attached hereto and incorporated by reference (collectively "District Facilities"); and

WHEREAS, the City owns, maintains and operates recreational facilities within the City as more particularly described in Exhibit B, attached hereto and incorporated by reference (collectively "City Facilities"); and

WHEREAS, the City and the District recognize the public need for parks, recreation and play fields, and other facilities for recreation and desire to cooperate in the use, improvement, and maintenance of the both District Facilities and City Facilities (collectively "Facilities"); and

WHEREAS, the governing bodies of the City and the District may lawfully cooperate with each other to carry out the purposes of community recreation, and to that end, may enter into an agreement with each other and may do any and all things necessary to aid and cooperate in carrying out the purposes of improving community recreations and education needs; and

WHEREAS, the District and City have a history of cooperation including agreements for the use of the High School Tennis Courts, Middle School Tennis Courts, Benicia Community Park, and Middle School Use and Field Improvements; and

WHEREAS, the parties desire to make the agreement to use the Middle School facilities similar to the joint use agreements entered into by the parties this year; and

WHEREAS, in consideration for improved access to and use of the District Facilities, the City wishes to contribute to the maintenance and improvement of the District Facilities for the benefit of the City's residents; and

WHEREAS, in consideration of the improvements and maintenance contemplated by this agreement and for improved access to and use of City Facilities in consideration for improved access to and use of City Facilities, the District wishes to allow improved access to and use of District Facilities; and

WHEREAS, Sections 6500-6515 of the Government Code of the State of California authorize public agencies through their governing bodies jointly to exercise any power common to the contracting agencies.

NOW, THEREFORE, in consideration of the mutual promises set forth below, City and District agree as follows:

Inclusion of Recitals.

The above recitals are incorporated into this Agreement.

1. **Scope of Agreement.**

This Agreement governs the use of the both District Facilities and City Facilities, as described in Exhibits A and B. No additional property of the District or City shall be subject to this Agreement without a prior written amendment to the exhibit[s]. Such amendments shall be approved by the governing bodies of the parties.

2. **Capital Improvement of Fields.**

A. Initial Capital Improvements.

(This paragraph not used.)

B. District Capital Improvements. (BHS only)

(This paragraph not used.)

C. Future Capital Improvements.

As provided in this subparagraph, either party may at its discretion cause future capital improvements related to recreation to be constructed upon District Facilities ("Future Capital Improvements") at the improving party's sole expense. Future Capital Improvements on District Facilities shall be subject to the approval of the City, which shall be given or denied within thirty days after such approval is requested. Any request for approval of Future Capital Improvements that is not approved or denied within thirty days shall be deemed approved. If the City expressly does not approve a Future Capital Improvement proposed to be built on a District Facility, the District may nonetheless construct the Future Capital Improvement and then either 1) assume responsibility for maintenance of the Future Capital Improvement, or 2) notify the City in writing that the District will remove the School District Facility upon which the Future Capital Improvement was constructed from the scope of this Agreement. If the District selects the second option, the District Facility shall be removed from this Agreement effective sixty days

after the written notice is received by the City. The District shall not commence construction of the Future Capital Improvement until after the sixty-day notice period has expired.

All Future Capital Improvements shall comply with all laws applicable to public school construction, including but not limited to the Field Act. The parties shall meet and confer at reasonable intervals throughout the design and construction of any Capital Improvement. Said meet and confer may, at the parties' discretion, be conducted through the Joint Use Management Committee or through other representatives selected by the City and District. Because the estimated costs for providing the maintenance under this Agreement are an essential part of the consideration for this Agreement, the Joint Use Management Committee shall review the proposed improvements and increased maintenance costs and make a recommendation to the District Board and City Council. The District Board and City Council shall decide whether to proceed with the proposed improvement and if so, how to handle the increased costs.

District may request permission to construct capital improvements on City Facilities but shall have no right to do so.

D. Reimbursement of Capital Costs.

(This paragraph not used.)

3. **Maintenance of District Facilities.**

A. General.

"Maintenance" of the District Facilities includes, but is not limited to, maintenance and care of all turf play fields, outfield fences, backstops, two scoreboards, and a restroom facility. Maintenance of turf play fields includes mowing and maintenance of irrigation systems. Subject to the provisions of this Agreement, the City shall be responsible for all Maintenance of the turf play fields specified on Exhibit A. The District shall provide access to the turf play fields to the City for Maintenance on Mondays through Fridays from 7:30 a.m. to 5:30 p.m., and on weekends all day. The City shall schedule its Maintenance so as not to unreasonably interfere with the District's educational use of the facilities. Interference shall be determined by the City Manager and District Superintendent considering City's need to work during the hours noted above, student and worker safety and equipment availability. Each party shall be responsible for picking up the litter their party generates.

B. Maximum Costs to be Incurred for Maintenance.

In no event shall City be obligated or liable to maintain District Facilities such that the total cost for maintaining said District Facilities exceeds the amount the City budgeted in that Fiscal Year. In the event Maintenance is required of a District Facility beyond the budgeted amount, City shall prepare a revised maintenance plan. Said plans shall be presented to the Joint Use Management Committee for consideration and recommendation to the City Council and School Board. City shall be obligated for additional maintenance only to the extent the City Council appropriates its share of the additional funding.

C. Cooperation/Emergencies.

Neither party shall conduct any repairs to a Facility pursuant to subparagraph 4.G below, if such repair will significantly impair the other party's ability to use the Facility, without first obtaining the other party's written consent. Notwithstanding the above, the parties may conduct emergency repairs upon the Facilities without obtaining the other party's prior written consent if such repairs are necessary to prevent an immediate threat to the health or safety of the public, or to prevent further damage to the Facilities.

D. Equipment.

To promote efficiency and to reduce costs, District shall loan to City certain of District's equipment for maintenance of the turf play fields. District shall loan one large mower (Toro 580) to City to be housed at City's Corporation Yard. City shall maintain equipment loaned to it.

E. Chemicals.

District agrees to notify City of any state regulations that apply particularly to District property or general school property regarding the use of chemical herbicides and fertilizers and City shall abide by such regulations. City shall implement an integrated pest management program for the turf play fields.

F. Maintenance Work Evaluation.

The Joint Use Management Committee shall, no later than June 1 of each year, meet to evaluate whether the Maintenance performed by the City conforms to the requirements set forth in this Section 3 (the "Evaluation"). The Joint Use Management Committee shall present its recommendation to the City Council and School Board.

4. <u>Joint Use of Facilities.</u>

A. District Fields.

The District shall have exclusive use of all District turf play areas Monday through Friday, 7 a.m. through 4:30 p.m. on days when the school the turf play area is located is in session. At all other times the City shall have first priority on the use of the turf play areas under this agreement. During District's exclusive use times, District shall enjoy first priority in the use of the District turf play areas. At all other times, City shall enjoy first priority use of District's turf play fields. In accordance with paragraph 3.A, City shall have access to the turf play fields during the District's exclusive use time for maintenance purposes. Use of the turf play fields shall be scheduled in accordance with this Paragraph and Paragraph 4.D.

B. District Rooms.

In recognition of City's Recreation Programs, the City shall have access to gymnasiums and multi-use rooms. Use of the rooms shall be scheduled in accordance with Paragraph 4.D

C. District Use of City Facilities.

City shall have sole use of City Facilities, except during the times identified in the Master Schedule prepared in accordance with Paragraph 4.D. However, if the District desires to use City Facilities at times other than those set forth in the Master Schedule, City may permit the District to do so if City determines that the District use of the City Facilities will not interfere with City's use of the City Facilities.

D. Supervision and Control.

During all times the Facilities are under the supervision and control of a party, said party, its agents and employees shall administer and operate the Facilities in accordance with all applicable laws, and rules and regulations established by both the District and the City. If conflict occurs between the agencies' rules and regulations, the rule or regulation of the party that owns the Facility shall apply. Each party shall coordinate the opening and locking of the facility with an employee of owner of the said Facility. The party using the facility is required to pay for the cost of this person. Each party shall assume full responsibility for the supervision and control of activities conducted by the party, outside of opening and locking the Facility. The party using the Facility shall provide adequate and qualified personnel to fulfill these responsibilities and said personnel shall be available for custodial and other related tasks. All personnel employed in connection with a party's use of the Facilities for programs shall be deemed the agents of the party using the Facility for purposes of this Agreement only. The hiring, supervision and discipline of all such personnel shall be the responsibility of the party using the Facility.

a. Day-to-Day Management.

The District's Director of Maintenance and Operations shall be responsible for day-to-day management of the District Facilities. The City's Director of Parks and Community Services shall be responsible for day-to-day management of the City Facilities. The City's Director of Parks and Community Services shall coordinate the day-to-day management of the District Facilities with the District's Director of Maintenance and Operations during the City's use times. The District's Director of Maintenance and Operations will coordinate the day-today management of the City Facilities with the City's Director of Parks and Community Services. Questions and concerns regarding day-to-day operations of District facilities shall be referred to the District's Director of Maintenance of Operations and questions and concerns regarding day-to-day operations of City Facilities shall be referred to the City's Director of Parks and Community Services. "Day-to-day management" shall include routine management tasks, including, but not limited to, allocation of use of the Facilities, ensuring proper policing and oversight of the Facilities, ensuring that litter is removed, and, as appropriate, locking the Facilities when their use is complete.

b. Scheduling.

To assist in the supervision and control of the Facilities, the parties shall jointly develop a Master Schedule for the all the Facilities. The District and City shall jointly develop a Master Schedule by July 31 of each year to identify times during which each party may use the other's Facilities during the subsequent twelve months.

The Master Schedule shall reflect the priority for usage set forth elsewhere in this Agreement and as follows:

District Facilities: (1) District use; (2) City use; and then (3) community use.
City Facilities: (1) City use; (2) District use; and then (3) community use.

The District shall be responsible for scheduling the use of District Facilities. The City shall be responsible for scheduling the use of City Facilities. If the City Manager and District Superintendent determine that it would be more efficient for City to schedule City's priority use time of District Facilities, then City will schedule community use for this time. Each party shall assist members of the public in contacting the appropriate scheduling party.

E. Admission Fees.

The City and the District may charge an admission fee to third parties for the use of the Facilities only during the time the Facilities are under or scheduled by that party. All fees shall comply with all laws applicable to either party. Any fees charged shall be the sole property of the party charging the fee.

F. Security.

Both parties agree to provide or obtain suitable security and/or supervision as needed to conduct their own events or programs at the Facilities.

G. Clean up and Damages.

In each instance where this Agreement provides for the use of a Facility by one party, that party shall be responsible for clean up and repair of the Facility necessitated by such use. Clean up includes the removal of litter. Should either party be required to incur custodial, staffing or other out of pocket costs due to the other party's exclusive use of the Facility, the costs shall be billed to the responsible party with sufficient information accompanying the billing to identify the reason for required service, in addition to any other available remedies. Each party shall make reasonable efforts to communicate to the other party information regarding clean-up problems in an effort to promote safe and efficient utilization and maintenance of the Facilities. Each party shall be responsible for the cost to repair any damage or vandalism occurring to the Facilities during that party's scheduled time for use thereof, and shall notify the other party of any damage by the first business day after the occurrence of such damage or vandalism.

H. Joint Use of Other Facilities.

This Agreement does not apply to facilities not listed in Exhibit A or B. District may use the City Pool when the pool is open and in accordance with pool regulations.

5. **General Provisions.**

A. Term.

a. This Agreement shall commence upon approval by the District's governing Board and the City Council ("Commencement Date"), and shall run for a period of twenty (20) years, unless terminated as set forth herein.

b. Upon expiration of the term, or termination as provided by this Agreement, each party shall, upon notification from the other party, vacate the other party's Facilities and improvements located thereon, and deliver up the same to the other party in good condition, ordinary wear and tear excepted.

B. Utilities.

The District shall be responsible for the cost of all utility services at the District Facilities, if any. City agrees to grant District an annual credit on District's water bill. For example, for Fiscal Year 2006-2007 it is estimated that the cost of providing water to the turf playing area is $19,096.94. Thus, the credit for Fiscal Year 2006-2007 will be $19,096.94. If the City's cost of providing water goes up or down the credit will be adjusted accordingly. This credit is valid only so long as the turf play fields continue to be used by City pursuant to this Agreement.

Because such credit cannot be passed on to water rate payers without their approval and since the City's General Fund cannot sustain this credit for the long term, it is understood that the City will be considering an alternative means for paying for the credit. District agrees to support the City's efforts in offsetting these costs. District and City shall use their best efforts to ensure that water is not being wasted. District shall promptly report to City any leaking sprinklers or other water leaks in District Facilities the City is maintaining. City will also assist District in seeking and obtaining water conservation grants for District Facilities.

C. Funding.

(This paragraph not used.)

D. Advertising.

To the extent permitted by law, the City may enter into agreements with third parties whereby the third party may place advertisements on or around the City Facilities. No advertisements for alcohol, tobacco or other products generally considered inappropriate for a City recreation facility used by school-aged children shall be permitted. Advertisement will be in compliance with the District and City nutrition policies. Revenue from advertisements on or around City Facilities shall be the property of the City and may be expended as the City deems appropriate. To the extent permitted by law, the District may enter into agreements with third parties whereby the third party may place advertisement on or around the District Facilities. No advertisement for alcohol, tobacco or other products generally considered inappropriate for a District facility shall be permitted. Advertisement will be in compliance with the District and City nutrition policies. Revenue from advertisements on or around District Facilities shall be the property of the District and may be expended as the District deems appropriate.

E. Easements.

The District may enter into easements or similar agreements with utility companies or other entities whereby such companies may use the District Facilities for utility or other legally allowable services. Prior to entering into any such agreements, the District shall provide thirty days advance written notice to the City, and provide the City an opportunity to comment upon the proposed agreement. Revenue from existing easements or similar agreements, as amended, shall continue to be split 50/50.

The City may enter into easement or similar agreements with utility companies or other entities whereby such companies may use the City Facilities for utility or other legally allowable services. Prior to entering into any such agreements, the City shall provide thirty days advance written notice to the District, and provide the District an opportunity to comment upon the proposed agreement.

In entering into such arrangements the aesthetic consideration of the proposed utility or other facilities shall be considered and addressed in accordance with the design guidelines adopted by the Joint Use Management Committee. Such arrangements shall not materially affect the function or use of the Facility.

F. Ownership.

a. District Facilities.

The parties agree that title to District Facilities is and shall remain with the District. All improvements on District Facilities at the end of the term or earlier termination of this Agreement including the Capital Improvements shall then become the District's property free and clear of all claims to or against them by the City or any third person.

b. City Facilities.

The parties agree that title to the City Facilities is and shall remain with the City.

G. Insurance.

District and City shall maintain the following insurance coverages in full force and effect throughout the term of this Agreement. All insurance required of either party under this Agreement shall be obtained at the expense of the party required to maintain such insurance.

i. Prior to commencement of this Agreement, the District and the City shall each provide to the other party an original plus one copy of a Certificate of Insurance certifying that coverage as required has been obtained. The certificate shall specify that the policy will be in effect for at least one (1) year. Prior to the expiration of the time period set forth in any Certificate of Insurance, the party that owns the policy shall obtain and provide to the other party a new Certificate of Insurance certifying that the policy has been extended for at least one (1) year or that a new policy satisfactory to the other party has been obtained.

ii. All policies shall provide that thirty (30) days prior written notice of any cancellation or reduction of coverage shall be sent to the other party at the address stated below.

iii The parties recognize that each party obtains insurance coverage through a joint powers authority pool.

iv. Each party shall name the other party as an "additional insured" on their respective general liability insurance policies in an amount consistent with existing coverages. Primary coverage for accidents, incidents, occurrences or events shall be determined based on which party has control and/or use of the Joint Use Facility at the time of the alleged accident, incident, occurrence or event, as defined in Paragraph 4 of this Agreement.

v. Claims/Suits of Injured Third Parties. Responsibilities for the handling, payment, processing and defense of general public liability claims, complaints or lawsuits shall inure to the party in control of the facility at the time of the alleged accident, incident, occurrence or event as defined herein under Paragraph 4 of this Agreement.

vi. Sub-Contracted Agents/Transfer of Risk (general liability) – To the extent allowed by law, the parties agree to require of its respective contractors who perform work on Joint Use Facilities, indemnification provisions and general public liability insurance coverage naming the City and District, its officers, agents and employees as additional insured on their policies.

vii. Sub-Contracted Agents/Transfer of Risk (workers compensation) – To the extent allowed by law, the parties agree to require of its respective contractors who perform work on the Joint Use Facilities, indemnification provisions and State minimally required coverage for workers compensation.

viii. The following insurance is required by this Agreement:

(1) Liability Insurance. Throughout the term of this Agreement, the District and the City shall each maintain in full force and effect Comprehensive General Liability or Commercial General Liability Insurance covering bodily injury (including death), personal injury, and property damage for all bodily injury, property damage, and personal injury, occurring on or around the Facilities, proximately caused by that party's acts or omissions.

(a) Limits shall be in an amount not less than five million dollars ($5,000,000.00) per occurrence, and fifteen million dollars ($15,000,000.00) aggregate.

(b) The District shall name the City, its officers, agents, and employees, individually and collectively, as additional insureds. The City shall name the District, its Board of Trustees, members of the Board of Trustees, officers, agents, employees, and volunteers, individually and collectively, as additional insureds.

(c) Such insurance for additional insureds shall apply as primary insurance for acts committed by the named insured, and any other insurance maintained by the District or the City, its officers, agents, and employees shall be excess only and not contributing with the insurance required under this paragraph.

(2) Workers' Compensation and Employer's Liability Insurance. Throughout the term of this Agreement, the District and the City shall maintain in full force and effect, insurance coverage for:

(a) Statutory California Workers' Compensation coverage, including a broad form all-states endorsement.

(b) Employer's Liability coverage for not less than five million dollars ($5,000,000) per occurrence for all employees engaged in services or operations under this Agreement.

(3) Automobile Liability Insurance. Throughout the term of this Agreement, the District and the City shall maintain in full force and effect, automobile liability insurance per accident for bodily injury and property damage combined single limit in an amount not less than five million ($5,000,000) per accident.

(4) Adjustment of insurance amounts. Since this is a long-term agreement,

the parties agree that the insurance amounts shall be adjusted every five years in an amount to be mutually agreed upon by the parties. If the parties do not agree upon such adjustment, the insurance amounts shall remain the same.

H. Indemnification.

As authorized by Government Code Section 895.4, in connection with the use of the Facilities pursuant to this Agreement:

i. City shall indemnify, save and hold harmless District, its officers, agents and employees against any and all claims, causes of action, suits, or judgments, including expenses incurred therewith for death or injury to persons, or loss of or damage to property, to the extent resulting from negligent or willful acts or omissions of City, its officers, agents, employees or invitees during the use of District facilities for recreational activities sponsored by the City. In the event of any such claims made, or suits filed, District shall give City prompt written notice thereof, and City shall have the right to defend or settle the same to the extent of its interest hereunder.

ii. District shall indemnify, defend, and save and hold harmless City, its officers, agents, and employees, against any and all claims, causes of action, suits, or judgments, including expenses incurred therewith for death or injury to persons or loss of, or damage to, property, to the extent resulting from negligent or willful acts or omissions of District, its officers, agents or employees in the performance of this Agreement. In the event of any such claims made or suits filed, City shall give District proper notice thereof, and District shall have the right to defend or settle the same to the extent of its interest hereunder.

I. Notices.

Any notices that either party desires to or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid first class mail. Such notices shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within seventy-two (72) hours from the date of mailing, if mailed as provided in this paragraph.

CITY OF BENICIA
City Manager
250 East L Street
Benicia, CA 94510

BENICIA UNIFIED SCHOOL DISTRICT
Superintendent
350 East K Street
Benicia, CA 94510

J. Termination.

a. City and District may each terminate this Agreement at any time without cause by giving one hundred eighty (180) days prior written notice to the other party.

b. In the event of a material breach of this Agreement, the non-breaching party may give the breaching party thirty (30) days written notice of the non-breaching party's intention to terminate this Agreement. If the breach has not been cured within the thirty (30) day period specified, the non-breaching party may elect to terminate the Agreement within five (5) days of the expiration of the thirty (30) day period. Termination pursuant to this section is not exclusive, but is additional to any remedies otherwise available to the non-breaching party. A choice not to

terminate pursuant to this section shall not constitute a waiver of the non-breaching party's right to any other remedy for the breach or to terminate at a later date.

c. In addition to, or as an alternative to, terminating this Agreement by the District for a material breach in the event of either party's failure to provide services or perform work pursuant to this agreement on the described Facilities, the non-responsible party may give the responsible party and the Joint Use Management Committee thirty (30) days written notice of such services or work to be performed by the responsible party. During the thirty (30) day period, the Joint Use Management Committee shall review the issue in dispute and advise the parties on whether termination is recommended or whether the non-responsible party should perform the work in accordance with the following provision. If the responsible party has not made a substantial effort to perform services or work within thirty (30) days of receipt of the notice, and has not disputed its obligation to perform the services or work, the non-responsible party may provide the services or perform the work at the expense of the responsible party. The responsible party shall reimburse the non-responsible party for all expenses related to the work or services performed within thirty (30) days after the non-responsible party provides the responsible party with an invoice for the work. The remedies set forth herein are not exclusive, but are in addition to any other available remedies. A choice not to act pursuant to this section shall not constitute a waiver of the non-breaching party's right to any other remedy for the breach or to terminate at a later date.

d. If any Facility subject to this Agreement is sold by the owning party to a third party, is destroyed, or is taken by eminent domain, (collectively, "sold" or "sale"), to the extent that the Facility cannot be used for the purpose for which the Parties intended it to be used pursuant to this Agreement, this Agreement will terminate automatically immediately upon the sale as to that Facility only. The party shall notify the other party in writing of any such sale as soon as the party becomes aware of the sale or at least six (6) months prior to the sale, whichever occurs later.

K. Assignment.

This Agreement is personal to the City and District and is not assignable without the other party's prior written consent. This provision shall not affect either party's right to permit community groups and organizations the right to use the Facilities.

L. Successors and Assigns.

This Agreement shall bind the successors and assigns of the parties hereto.

M. Modifications.

The terms and conditions of this Agreement may be modified or changed only by written mutual consent of the parties.

N. Severability.

If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect.

O. Joint Use Management Committee.

The District and the City shall maintain throughout the term of this Agreement a standing Joint Use Management Committee ("Joint Use Management Committee"). Meetings of the Joint Use Management Committee shall conform to the Brown Act. The Joint Use Management Committee shall be composed of:

1. The District's Director of Maintenance and Facilities,
2. The District's Senior Grounds Position
3. A Secondary Principal or designee,
4. An Elementary Principal or designee,
5. A community user of the fields, selected by District's Director of Maintenance,
6. The City's Director of Parks and Community Services,
7. The City's Superintendent of Parks and Community Services,
8. Two members of the City's Parks, Recreation and Cemetery Commission, and
9. A community user of the fields, selected by the City's Director of Parks.

The Joint Use Management Committee shall meet at least quarterly throughout the term of the Agreement, and shall also meet within ten days of a written request for a meeting by the District or City. Staffing for the Joint Use Management Committee shall be provided by the City and District. The Joint Use Management Committee shall be an advisory body; all decisions by the Joint Use Management Committee must be approved by the District's Board of Trustees and the City Council before taking effect. The Joint Use Management Committee shall discuss and attempt to resolve issues related to the adequacy and frequency of maintenance; use time conflicts; repair of damage; and improvements to the Facilities. In addition, the Joint Use Management Committee shall develop criteria, standards and protocols for the Agreement on issues such "clean up" and "repair" and shall develop the design guidelines for utility, wireless and other facilities placed in accordance with Paragraph 5.E. In no event shall the criteria, standards and protocols interfere with or attempt to define the day-to-day management of the work contemplated by this Agreement. The Joint Use Management Committee shall prepare and present an annual report to the City Council and to the District Board on the effectiveness of the Agreement, problems encountered and resolutions to the problems. The annual report shall be presented to the City Council and to the District Board on or before June 1 of each year. In the event any such dispute arises out of this Agreement, said dispute shall be referred to the Joint Use Management Committee for informal attempts to resolve the dispute prior to any legal action or termination of this Agreement.

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

CITY OF BENICIA

Steve Messina, Mayor

BENICIA UNIFIED SCHOOL DISTRICT

Dirk A. Fulton, District Board President

Approved as to form:

City Attorney

Approved as to form:

District Counsel

EXHIBIT A
SCHOOL FACILITIES

1. TURF PLAY FIELDS
2. MULTIPURPOSE ROOMS
3. GYMNASIUM

EXHIBIT B
CITY FACILITIES

1. PARKS, OPEN SPACE and SPORT FIELDS.

2. INDOOR FACILITIES: CLOCKTOWER, YOUTH ACTIVITY CENTER, and the CITY GYM

CITY HALL • 250 EAST L STREET • BENICIA, CA 94510 • (707) 746-4200 • FAX (707) 747-8120

THE CITY OF BENICIA CALIFORNIA

A SESQUICENTENNIAL CITY 1847 ★ 1997

September 22, 2010

Benicia Unified School District
Attn: Janice Adams, Superintendent
350 East K Street
Benicia, CA 94510

Re: NOTICE TO TERMINATE JOINT USE AGREEMENTS FOR BENICIA MIDDLE SCHOOL AND ROBERT SEMPLE SCHOOL

Dear Janice:

As you may be aware, the City Council, on September 21st, amended the City budget and reduced appropriations to the City's BUSD field maintenance account. As a result the City will no longer maintain two of the four BUSD fields currently maintained by the City.

Please accept this letter as formal notice, as required by the respective Joint Use Agreements for Benicia Middle School, and Robert Semple School (see Section J.a, page 10) that the City will cease maintaining the above-mentioned fields on March 31, 2011.

In the intervening months we will continue to work with the District to develop the best transition plan possible. In addition we will collaborate with the District in efforts to develop our respective field use fees. If during our transition plan it is determined by the parties that we would be better served to maintain different fields, then this letter shall also serve as notice to terminate the Agreements for Benicia High School and Joe Henderson School.

Thank you for your continued partnership with the City and specifically my Department in our combined efforts to deliver services to our community. At your earliest convenience, please contact my office at 746-4284 to schedule an appointment to develop our transition plan.

Sincerely,

Michael Alvarez
Director, Parks & Community Services

ELIZABETH PATTERSON, *Mayor*
Members of the City Council
TOM CAMPBELL, *Vice Mayor* · MIKE IOAKIMEDES · MARK C. HUGHES · ALAN M. SCHWARTZMAN

JIM ERICKSON, *City Manager*
TEDDIE BIDOU, *City Treasurer*
LISA WOLFE, *City Clerk*

Recycled Paper

VII.G.24

AGENDA ITEM
CITY COUNCIL MEETING DATE - SEPTEMBER 6, 2011
CONSENT CALENDAR

DATE : August 28, 2011

TO : City Manager

FROM : Acting Economic Development Manager

SUBJECT : **LOCAL VENDOR PREFERENCE POLICY – CONTRACTS FOR PROFESSIONAL SERVICES**

RECOMMENDATION:
Adopt the proposed resolution approving a local preference policy for the procurement of contracts for professional services.

EXECUTIVE SUMMARY:
The proposed resolution approves a policy directing City staff, when procuring professional service contracts, to give special consideration to local vendors. The proposed policy does not provide a financial incentive to local vendors, as contracts for professional services are not always based on cost.

STRATEGIC PLAN:
Relevant Strategic Plan Goals and Strategies:

Strategic Issue 3: Strengthening Economic and Fiscal Conditions
- Strategy #3: Retain and Attract Business

BUDGET INFORMATION:
Not applicable at this time.

BACKGROUND:
At the June 7th City Council meeting, the City Council discussed a City bidder notification and local preference policy and gave direction to staff to implement such policies. The City Manager has already enacted, by administrative instruction, a bidder notification policy. The policy discussed in the attached resolution implements a local preference for the procurement of professional services.

Presently staff follows the rules set forth in the City's purchasing system.
With regard to providing a preference procedure for local vendors the City's Municipal Code provides for a 10% preference to local bidders for goods or equipment with a maximum benefit not to exceed $500.

3.08.120 Preference for local business.

In the case of contracts for purchase of supplies and equipment, whether by formal bid or otherwise, a preference not to exceed 10 percent – with an absolute limit of $500.00 – shall be allowed to firms or individuals who regularly maintain a place of business and transact business in the city. In order to qualify for such a preference, a firm or individual shall have maintained a place of business in the city and have been issued a business license by the city for one year prior to the date for the opening of bids for the contract or prior to submission of the proposal by the firm or individuals in the case of contracts not subject to competitive bidding. (Ord. 03-4).

Currently the City does not have local vendor preference policy established for professional services. This absence of a preference or rather special consideration for local vendors of professional services promoted the City Council to suggest the creation of such a policy. The purpose of such a policy would be to promote consideration of local vendors when evaluating Request for Proposals. The Solano Transit Authority recently adopted language, which staff has used as a model for the City of Benicia. The suggested language is as follows:

Contracts for Professional Service: Local Vendor Preference

When awarding contracts for professional services, the City representative conducting the solicitation shall give special consideration to local businesses for knowledge of the community and proximity to the project location.

This policy would not affect the Benicia Municipal Code as it does not adjust or include a financial incentive. Simply put, professional services contracts are *not* awarded solely on the basis of being a low bidder (emphasis added). As such, a financial incentive component is not appropriate. So, without a financial incentive, what does "special consideration" mean? Its means that it will now be required that staff give extra attention to local vendors, including such things as a longer review of their proposal, offer the proposal for a secondary review and comment from other staff or an immediate in-person interview.

This policy, should the City Council adopt the proposed resolution, would go into effect immediately.

Attachment:

- Proposed Resolution

RESOLUTION NO. 11-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA APPROVING A LOCAL PREFERENCE POLICY FOR THE PROCUREMENT OF PROFESSIONAL SERVICES

WHEREAS, the City Council of the City of Benicia finds that it is in the best Interest of the residents of the City of Benicia to have a strong local economy; and

WHEREAS, policies which encourage businesses to locate and stay within the City of Benicia and to hire Benicia residents as employees help strengthen the local economy; and

WHEREAS, dollars expended on "local" vendors and employees leads to an additional return on the "investment" in local preference through local vendors and employees spending earned dollars in the City of Benicia and Solano County, and

WHEREAS, it is the desire of the City Council of the City of Benicia to adopt a local business preference policy with respect to purchasing decisions for professional services in order to infuse additional dollars into the local economy; and

WHEREAS, a policy encouraging a local preference to individuals or firms for professional services is consistent and in alignment with existing policies and the Benicia Municipal Code.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council hereby approves a local preference policy for the procurement of contracts for professional services as follows:

> When awarding contracts for professional services, the City representative conducting the solicitation shall give special consideration to local businesses for knowledge of the community and proximity to the project location.

* * * * *

On motion of Council Member , seconded by Council Member , the above resolution was introduced and passed by the City Council of the City of Benicia at a regular meeting of said Council on the 6th day of September, 2011 and adopted by the following vote:

Ayes:
Noes:
Absent:

_____
Elizabeth Patterson, Mayor

Attest:

_____
Lisa Wolfe, City Clerk

AGENDA ITEM
CITY COUNCIL MEETING DATE - SEPTEMBER 6, 2011
BUSINESS ITEMS

DATE : August 29, 2011

TO : City Manager

FROM : Acting Economic Development Manager

SUBJECT : **STATE PARK CLOSURES: DISCUSSION OF STAFF ASSESSMENT OF THE BENICIA STATE PARKS AND CONCEPTUAL BUSINESS TERMS FOR OPERATING AGREEMENT(S) WITH THE STATE OF CALIFORNIA**

RECOMMENDATION:
Provide direction to staff on recommended terms to negotiate with the State of California to keep the Benicia State Recreation Area and Benicia Capitol State Historic Park open and accessible to the public.

EXECUTIVE SUMMARY:
The State of California, in the adoption of the State budget, has reduced funding to the State Parks system, resulting in the pending closure of 70 State Parks, including both State Parks located in Benicia. City staff and community groups have been working for months to assess and develop a plan to keep the parks open. Due to the unique and sadly historic nature of developing a process to close State Parks, there is a great deal of uncertainty as to what closure will look like and how it will come to pass. To address some of that uncertainty, Staff recommends negotiating three separate agreements with the State of California; one agreement between the City and State for the City to keep accessible the State Recreation Area (SRA), a second agreement between the City and State for the City to maintain the Benicia State Capitol grounds and restroom, and a third agreement between the Benicia State Parks Association and the State to operate the Benicia State Capitol and the Fischer-Hanlon House.

STRATEGIC PLAN:
Relevant Strategic Plan Goals and Strategies:

- Strategic Issue 1: Protecting Community Health and Safety
  - Strategy 5: Promote community and personal health

- Strategic Issue 3: Strengthening Economic and Fiscal Conditions
    - Strategy 5: Increase economic viability of industrial park and other commercial areas, while preserving existing economic strengths and historic resources.

BUDGET INFORMATION:
Staff's recommended terms would require an additional appropriation of $25,500 to maintain and supply the State Capitol Grounds and pay for utilities. Costs to keep accessible the SRA would be derived from a transfer of funds from the State to the City.

BACKGROUND:
Over the last three years the City of Benicia and community groups have been leaders and advocates in supporting efforts to maintain and save our State Parks. The City Council adopted Resolutions Nos. 08-10 and 09-57 supporting the Save Our State Parks Campaign and Benicia residents have invested countless hours advocating and rallying support in Sacramento to keep Benicia State Parks open.

Unfortunately, this year, the Governor proposed and Legislature approved an $11 million reduction in State Department of Parks and Recreation's budget, to be followed by another $11 million reduction in 2012, for a total ongoing annual budget reduction of $22 million. As a result of these reductions, it is anticipated that 70 State Parks throughout the state will be forced to close.

Leading up to the adoption of the State budget there was uncertainty on the specifics of State Park closures. Even today there it is still unknown exactly when the State will vacate Benicia's two State Parks. City staff has been advised that it could occur as early as September 2011 or as late as June 2012. Regardless of the final vacating date, it is likely the State could phase out operations. Presently, the State only opens the Benicia State Historic Capitol and restrooms on the weekends and they have closed vehicle access to the SRA two days a week.

Recognizing this impending reality, City staff and community stakeholders have been meeting, strategizing and coordinating efforts to keep our Benicia State Parks open. The stakeholder group, lead by Benicia State Parks Association President Carol Berman and Gene Doherty, has diligently worked to bring various groups and interested parties together to build an alliance of organizations and volunteers to "step-in" the moment the State "steps-out". To assist with this transition building process, State Parks Superintendent, Mary Pass has attended multiple stakeholder meeting in Benicia, to answer questions and provide support.

For the City's part, staff have been discussing and meeting with staff from the State Department of Parks and Recreation to get information, primarily on the State's cost to maintain and operate the Parks. The effort to attain this information has been an arduous task. First, due to the back-and-forth of budget negotiations between the State Legislature and the Governor's Office, it was not clear, even by State Parks officials, which parks would close. To be sure, there were closure lists and assumptions, but nothing was definitive. When the budget was finally adopted, the process to identify specific operating costs was just that, a process. The State Parks system budgets are developed on a district wide level, therefore teasing out individual, line-item expenses per park was a staff intensive process.

Despite the tedious effort, State Parks Superintendents Mary Pass and Steve Bachman and their staffs have worked hard to supply City staff with this information. Both Superintendents have met with City staff numerous times to review the operational costs and discuss potential issues. Additionally, the respective staffs have walked the park sites to review and discuss issues, for which there are many.

The State of California has already identified over $3.5 million in deferred maintenance projects for Benicia's two State Parks. Following the walk-thru with State staff, one cannot help but come away with the observation that $3.5 million is a conservative estimate. The deferred maintenance needs at the parks are glaring. The following are some of the identified issues at the parks:

Table 1

STATE RECREATION AREA	BENICIA STATE HISTORIC CAPITOL / FISHER HANLON HOUSE
Asphalt road from main entrance is in need of repair.	Unknown roof leak in the State Capitol building. Leak is causing damage to the ceiling.
Both restrooms are on fragile septic tanks.	Wood floor maintenance has not been addressed in several years. Floor is bare wood.
The picnic area restroom septic system pipeline is terracotta and is decomposing. The line is flat and has to be commercially unclogged several times per year.	South side windows appear to be leaking, paint is pealing, causing damage to the wall.
Restroom at Dillon Point pipeline system has a hole in the line that has yet to be repaired. Septic tank can overflow because it lacks power, due to wire theft.	Outdoor restroom facility roof is leaking.

Boundary from Dillon Point to City of Vallejo with access points from Glen Cove neighborhoods (approximately 2 miles). Neighbors have concerns regarding access from their neighborhood (issues with parking and kids hanging out, and maintenance of area).	Fisher-Hanlon - major structural and foundation issues (second story hallway has surface cracks in the ceiling, deterioration of foundation, steel rods were installed to assist with structural stability)

The above table is not an exhaustive list. Nonetheless, it is illustrative of the overarching issues at the State Parks. Moreover, there is still more to learn about the State Parks, both in terms of current issues and potential future issues. Simply put, there are a lot of needs that will require a lot of money to repair.

Upon review of the condition of both State Parks and taking into consideration the City's financial challenges, staff is recommending a short-term or stop gap approach. Our goal is to keep the parks accessible to the public. Neither the City of Benicia nor any of our non-profit groups can afford to absolve the State of their responsibility as the property owner. To this end, staff is recommending a narrowly focused, short-term approach. Paramount in all of these agreements is mutual assent that liability for the City of Benicia and related non-profit group's care and operation of the State Parks continue to rest solely with the State of California. Due to the magnitude of needed repairs it is essential that the State indemnify the signatories of any agreements (emphasis added).

To achieve our goal and keeping a narrow focus staff is recommending three separate agreements. The following are descriptions of key business terms and staff's cost estimates:

Agreement Number 1: State Recreation Area:

Staff recommends a two-year agreement for the City to perform the following tasks:

- The City shall keep accessible for seven days a week, from sunrise to dusk, the access road for pedestrian, bicycle and vehicle traffic beginning from the entry point from K Street to the access point at Glenn Cove (Dillon Point).

- Perform safety related pruning and maintenance along pedestrian and bike paths and access road.

- City staff will maintain the one restroom adjacent to the picnic area and the Forrest Deaner Native Plant Botanic Garden.

- City Staff will maintain and empty, on a daily basis, all trash receptacles located along the path.

- Minor facility and ground repairs.

In consideration to perform these duties, the City would request payment from the State of $80,000. This represents less than half the cost the State expends to keep the park maintained.

Below is a table describing tasks and estimated costs:

Table 2

ITEM / TASKS	COST ESTIMATE
Personnel - Four seasonal workers: (1) Monday –Friday, 3 hours/day (1) Monday –Friday, 3 hours/day (1) Monday-Friday, 3 hours/day (1) Saturday, Sunday, 8 hours/day	$50,000
Supplies: Cleaning supplies, Trash bags, Paper products, Gasoline	$ 6,000
Contracts: Portable toilet, septic tank clean out	$ 3,000
Utilities: PG&E, Water, Garbage	$15,000
One Time Expenditures: Small tools: (weed eaters, blowers, hand tools)	$ 3,000
TOTAL:	**$77,000**

The City is not recommending maintenance of the restroom past the Forrest Deaner Garden. As noted above, the condition of second restroom is degraded to such an extent, the City does not have the identified resources to keep it operational. State officials have recognized that this restroom, while safe and operational today, is standing on borrowed time. It is only a matter of time before the infrastructure supporting this restroom begins to fail. As such, its City staffs recommendation that this restroom facility be abandoned and cordoned off. Additionally, staff recommends that all deferred maintenance and any future maintenance issues remain the responsibility of the State.

Looking ahead, City staff will continue to solicit support and assistance from other governmental agency. It is well recognized that the SRA is not just a "Benicia" park, rather it is a regional attraction for Solano County, especially for

Vallejo (Glenn Cove) residents and thus affects the City of Vallejo and the Greater Vallejo Recreation District (GVRD). Because of its regional prominence the SRA serves as an opportunity for Solano County to have a County park presence in southern Solano County. The effort to make this park a regional attraction should be treated as a golden opportunity for political leaders to work with their respective colleagues to develop a multi-jurisdictional partnership.

Should the City of Benicia assume a "lead" agency role in keeping the SRA accessible, staff is conceiving of ways to create a police volunteer "park ranger" program. Such a program would serve both as a vehicle for interested parties to help and provide an organized, coordinated "neighborhood watch" style program within the SRA.

Having additional "eyes and ears" traversing the SRA is where volunteers can be most effective in helping keep the SRA open and safe. It has been suggested that volunteers could be marshaled to help maintain the park in other facets, including general cleaning and maintenance. While these intentions are appreciated, it is staff's assessment that relying on volunteers to perform this work is untenable. The work required to keep the SRA well maintained is difficult, hard, manual labor. While it may be that some volunteers could perform this work intermittently, to be effective this work must be performed routinely. Moreover, the work requires an understanding and in some cases certification in handling of chemicals and small equipment. To achieve this, paid maintenance workers are required.

Agreement Number 2: Benicia State Historic Capitol

Staff recommends a two-year agreement for the City to perform the following tasks:

- The City shall maintain the Benicia State Historic Capitol grounds and keep open the public restrooms, to include the following:
    - Open and close restrooms daily
    - Clean restrooms daily
    - Empty trash receptacles and remove trash from grounds
    - Mow and edge turf once a week
    - Perform safety related pruning and minor maintenance

- The City shall pay for utility costs to operate the Benicia State Historic Capitol and Fisher Hanlon House

Below is a table describing tasks and estimated costs:

Table 3

ITEM / TASKS	COST ESTIMATE
Personnel – One seasonal worker: (1) seasonal park worker –10 hours a week ➢ 7 days @ 1hr. a day - (restrooms) ➢ 1 day @ 3 hrs - (mow / edge / landscape maintenance)	$ 7,800
Supplies: Irrigation supplies, Fertilizer, Cleaning supplies, Trash bags, Paper products Gasoline	$ 1,700
Utilities: Telephone, PG&E, Water, Garbage	$14,000
One Time Expenditures: Small tools: (Weed eaters, Blowers, Hand tools)	$ 2,000
TOTAL:	**$25,500**

As in the proposed agreement for the SRA, staff is recommending that all deferred maintenance issues remain the responsibility of the State.

Due to the fact that the Benicia State Historic Capitol and its restrooms are only opened two days a week, thus limiting the experience and amenities of our downtown visitors, staff recommends that the Benicia State Historic Capitol be treated as a priority and that an agreement for this park not be contingent on any other agreement. This park is the logo of our City and located in the center of our downtown. The sooner one can expand the operations of the Capitol and restrooms the better it will be for our community. Therefore, due to the urgent circumstances and nature of this park and the recognition that seeking direct funding from the State, as proposed in Agreement No. 1, will be challenging, staff is recommending that the City of Benicia allocate from the General Fund the required budget to maintain the Capitol grounds. As we move forward in the process a specific account needs to be identified. As of right now, staff is only noting that that in the near future it is likely that an allocation of approximately $25,500 will be necessary.

Agreement Number 3: Agreement Between State of California and Benicia State Parks Association

City staff recommends that the Benicia State Parks Association enter into an agreement with the State of California to open and operate the Benicia State Historic Capitol and Fischer-Hanlon House and garden. Volunteers from the Association would coordinate efforts with the State to ensure docents were

properly trained meeting State requirements to continue to house all the artifacts in the respective Benicia locations. All proceeds from tour entry fees would be deposited with the Association to enable them pay for docent and insurance costs.

Such an agreement would become legally possible following the adoption of Assembly Bill 42. This bill allows the State to enter into operating agreements with non-profit groups. In early July AB 42 was approved out of Committee. The California State Parks Foundation is strongly endorsing this bill and it is assumed that this bill will become law, effective January 1, 2012.

Following City Council direction staff will move forward to negotiate operating agreements with the State of California.

AGENDA ITEM
CITY COUNCIL MEETING: SEPTEMBER 6, 2011
BUSINESS ITEM

DATE : August 31, 2011

TO : City Council

FROM : City Manager

SUBJECT : **UNILATERAL IMPLEMENTATION OF CHANGES IN WAGES, HOURS AND TERMS AND CONDITIONS OF EMPLOYMENT FOR EMPLOYEES IN THE BENICIA PUBLIC SERVICES EMPLOYEES ASSOCIATION**

RECOMMENDATION:
Adopt the resolution implementing changes in wages, hours and terms and conditions of employment for employees in the Benicia Public Services Employees Association (BPSEA) and authorize the City Manager to take the necessary actions appropriate to effectuate the purpose and intent of this action.

EXECUTIVE SUMMARY:
Not unlike most jurisdictions in California, the City of Benicia has identified a structural deficit due to the unprecedented downturn of the economy. The deficit is anticipated to continue for the next 10 years, with a projected shortfall of approximately $1.7 million for 2011-12. The City negotiated salary and benefit reductions with all other bargaining units in FY 2010 – 2011, as every contract except for BPSEA expired on June 30, 2010. BPSEA's contract with the City expired on June 30, 2011. The salary and benefit reductions for BPSEA recommended in this City Council agenda item are consistent with the Council's direction to staff related to successor contract and concession negotiations with all other employee organizations during these difficult fiscal times. This action will assist the City's efforts to make ongoing reductions in order to address the City's structural deficit.

STRATEGIC PLAN:
Relevant Strategic Plan Issues and Strategies:
Strategic Issue #3: Strengthening Economic and Fiscal Conditions

BUDGET:
This action achieves the necessary total savings of approximately $240,000 to the City's general fund on an ongoing basis. The ongoing savings is critical since revenues to the City since 2010 have been steadily on the decline and the

economy is not expected to recover any time soon.

BACKGROUND:
Unfortunately, despite negotiations between the parties from April 25, 2011 to August 8, 2011, the parties have been unable to reach an agreement. Throughout negotiations BPSEA has maintained a position that their members would not negotiate any reductions in salary and benefits, except for a contribution to their statutory required share towards retirement. The cost savings associated with this reduction falls well short of the approximately $240,000 in general fund savings needed towards balancing the City's budget on an ongoing basis. Therefore, this item is before the City Council to implement new terms and conditions in order to ensure that the City's general fund is reduced by approximately $240,000 on an ongoing basis. Again, this recommended action is part of the City's efforts to maintain a balanced budget given the continuous reduction of revenues in the current economic downturn.

At the beginning of the economic downturn in early 2008, it was hoped that a recovery would occur within 18 – 24 months. However, the economy did not recover and continues to decline even further today. While the City of Benicia was able to maintain its budget during the downturn from 2008 - 2010, in part due to revenues from Valero, beginning in the 2010 – 2011 fiscal year this was no longer the case.

The City adopted a budget in FY 2010 – 2011 that began to address the projected shortfalls as a result of declining sales and property taxes and reduction in other areas such as Valero related revenues and State funding. The City Council's desire was to preserve the current level of services to the community to the extent possible and ask employee groups to share in the overall reductions in order to meet its budget challenges.

The City negotiated successor contracts with all other City employee groups during the 2010 – 2011 fiscal year, except for BPSEA because its contract did not expire until June 30, 2011. As part of those successor negotiations, all employee groups contractually agreed to a 3.16% ongoing salary and benefit reductions and a contract reopener for further ongoing salary and benefits reductions as part of the new 2010-12 contracts. Currently, the City has reached agreement with the majority of the other employee groups on an additional 6.86% contractual reduction for a total of approximately 10%. The economic downturn on a national, state and local level has a tremendous effect on the residents of the City of Benicia and the City's dedicated employees. The City recognizes that reductions in salary and compensation have a significant impact on employees and their families and appreciates those who have agreed to reductions to preserve the mission of the City to provide quality

services to the community.

The City and BPSEA began bargaining on April 25, 2011 and after several months of negotiations it became clear that the parties had reached impasse in the negotiations process on June 28, 2011. The main reason for the impasse was that BPSEA members would not negotiate any other reductions in compensation except to contribute to their statutory required share towards retirement. This reduction falls well short of the approximately $240,000 in general fund savings needed towards balancing the City's budget on an ongoing basis. A copy of the impasse letter to BPSEA is included as an attachment to this item.

The parties mutually agreed to mediation in writing and the State Mediator scheduled mediation on July 5, 2011, which was confirmed in writing by both parties. BPSEA members were released with pay to attend the meeting, per their MOU, as they are all for negotiating sessions. Unfortunately, BPSEA decided on July 5, 2011 not to participate in the mediation session even though the City and the State mediator were present. Notwithstanding, the City offered BPSEA until July 18, 2011 to provide the City with a written proposal that would break the impasse between the parties. While BPSEA indicated it would do so by that date, it did not provide such a proposal, and instead reiterated its position that it would not negotiate any other reductions except for the contribution towards pension. At BPSEA's request an additional meeting was held on August 8, 2011 as another opportunity for BPSEA to provide the City with a proposal that would break the impasse. BPSEA's proposal of August 8, 2011 did not break the impasse since they continued to maintain their position on the reductions.

As a result of the lack of material change in bargaining position by BPSEA on August 8, 2011, the City gave BPSEA a Last, Best and Final Offer. The City, in its Last Best and Final Offer, requested that BPSEA take the City's proposal to its membership to vote on whether or not to accept the City's offer. The City indicated that BPSEA had until August 22, 2011 to respond. On August 22, 2011, BPSEA notified the City that its membership had rejected the City's Last Best and Final Offer.

The following describes the major economic provisions recommended for unilateral implementation:

- Salary Reduction: A 2.51% pay reduction effective with the September paycheck.
- Health and Welfare: Effective upon adoption by the Council, the City's contribution toward health care shall be fixed at $622.00 for employee only; $1,244.00 for employee plus one; and $1,655.20 for employee plus family.
- Health and Welfare: Employees will contribute an additional amount

each month, on a pretax basis, towards healthcare costs to reflect estimated health care restructuring savings that the City would achieve from health care plan redesign, which is estimated as a $12,765 savings to the general fund.

- Retirement: Effective upon the first pay period after adoption of this action by Council, all BPSEA employees shall pay the full 8% of the employee's statutory share of retirement through a payroll deduction. (Specifically, the proposed reduction is that BPSEA employees will pay an additional 7%, in addition to the 1% they are already paying.)
- Retroactive Amount: Since the reductions are being implemented with the September paycheck, an additional salary reduction will be made to effectuate a total of approximately $40,000 in general fund savings. In order to lessen the impact, this reduction will be spread over the remaining 10 months of this fiscal year.

Attachments:

- Resolution
- Exhibit A to Resolution

RESOLUTION NO. 11-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA APPROVING UNILATERIAL IMPLEMENTATION OF CHANGES IN WAGES, HOURS AND TERMS AND CONDITIONS OF EMPLOYMENT FOR EMPLOYEES IN THE BENICIA PUBLIC SERVICES EMPLOYEES ASOCIATION (BPSEA)

WHEREAS, the City has an estimated $1.7 million dollar deficit for 2011 -12 and sales and property tax revenues and funding from the state and federal sources are continuing to decline; and

WHEREAS, the existing Memorandum of Understanding (MOU) between the City of Benicia and BPSEA covering salaries and other conditions of employment expired on June 30, 2011; and

WHEREAS, the parties have been bargaining since April 25, 2011 and have not reached a successor agreement; and

WHEREAS, the parties were declared to be at impasse on June 28, 2011 as BPSEA stated that they would not agree to any other economic reductions except for a contribution to its retirement cost, which fell considerably short of the City's needs, and maintained that position on their last proposal of August 8, 2011; and

WHEREAS, the City attended the July 5, 2011 mediation and BPSEA refused to participate in the scheduled mediation confirmed by the BPSEA Chief Negotiator designated by BPSEA; and

WHEREAS, the City has provided BPSEA almost two months since the expiration of the contract to provide the City with proposals that would break the impasse and BPSEA did not; and

WHEREAS, on August 8, 2011 the City gave BPSEA its Last Best and Final Offer and provided an additional fourteen days to have its members vote on the offer; and

WHEREAS, on August 22, 2011, BPSEA notified the City that its members had rejected the City's Last Best and Final Offer; and

WHEREAS, except as modified below, all other terms and conditions of employment contained in the expired MOU are unchanged by this Council action, shall continue in full force and effect, and are limited to the extent that such continuance is required by California law, through June 30, 2012. This is the start of the normal contract cycle for the unit.

NOW, THEREFORE, BE IT RESOLVED THAT, in accordance with the Council's statutory authority (G.C. 3503) and the City's employer employee relations resolution, and after considering, the City Manager's recommendation is that the Council exercise

its authority to implement the changes in wages, hours and terms and conditions of employment for employees represented by BPSEA, effective on September 1, 2011 and the City Council of the City of Benicia hereby approves this resolution and Exhibit A attached and incorporated by this reference; and

BE IT FURTHER RESOLVED THAT, this resolution does not effect changes in items not referenced above which may be covered by prior MOU, policy or practice.

BE IT FURTHER RESOLVED THAT, the City Manager has the authority to take any necessary administrative actions to implement the changes to the wages, hours and terms and conditions to the July 1, 2006 – June 30, 2011 BPSEA MOU as adopted by this resolution.

*****

On motion of Council Member _____, and seconded by Council Member_____, the above Resolution was introduced and passed by the City Council of the City of Benicia at a regular meeting of said Council held on the 6th day of September, 2011, and adopted by the following vote.

Ayes:

Noes:

Absent:

_____
Elizabeth Patterson, Mayor

Attest:

_____
Lisa Wolfe, City Clerk

EXHIBIT A to Resolution No. _____

1. **Section 17: Salary Plan**:

- 17.1 Salary Cost of Living Adjustments (COLA)

There shall be no salary range increases during the term of this MOU. Effective July 1, 2011, each step of the salary range shall be reduced by 2.51%. However, for every month from July 1, 2011 and until a successor MOU is ratified by the membership and approved by the Council in accordance with the Brown Act, .835% per month shall be added to the 2.51%.

- 17.2 Modified Total Compensation Elements

The following elements will be surveyed to determine the mean average of total compensation:

Top Step Salary, PERS pick-up (employer's contribution of employee's statutory share and of retirement cash differentials), Maximum Healthcare pick-up (all employer contributions towards dental, vision and health).

2. **Section 22.1 Health and Welfare**

The City shall continue to offer hospital-medical, dental and vision plans as those plans are currently structured or as the plans may be amended from time to time by the plan providers. The City may substitute plans currently offered with plans of substantially similar benefits.

The current 2010/2011 Kaiser rates are as follows:

Employee: $592.37
Employee + 1: $1,184.75
Employee + family: $1,575.71

Effective the first full pay period after the adoption of this tentative agreement by the City Council the City's contribution towards medical premiums for fiscal year 2011 – 2012 shall be equivalent to the 2010/2011 rates above plus an even share in the amount that exceeds the current FY 2010-2011Kaiser contribution levels, up to a capped maximum city contribution amount of $29.63/month for single, $59.25/month for employee plus one, and $79.49/month for employee plus family. Based on the rates received, the city 2011/2012 contribution levels will be:

Employee: $622.00
Employee plus One: $1,244.00
Employee plus Family: $1,655.20

During the term of the MOU, the parties agree to participate with the other bargaining units to determine whether or not any medical plan design changes would assist in reduction of costs to the city and/or reduction of premiums for employees. The parties recognize that any such changes in plan designs require agreement by all City bargaining units.

~~The City's maximum liability for premium contributions for hospital-medical benefits shall be limited to the then current Kaiser Foundation Health Plan contribution rate for the class of dependency coverage involved. For those employees enrolled in other plans, the City shall contribute in addition to the then current Kaiser Foundation contribution rate, fifty percent (50%) of the difference between the current Kaiser Foundation contribution rate and the then current contribution rate charged by the City's individual practitioner Health Maintenance Organization provider for the class of dependence coverage involved~~.

The City shall contribute the full premium required by the providers of the dental and vision care plans provided herein for the term of this Memorandum of Understanding.

The City shall allow employees who have dual coverage on their health plan to receive the equivalent amount the city contributes towards the ~~of the~~ single rate for medical insurance ~~currently paid to~~ for Kaiser; this amount is to be added to the employee's paycheck.

Beginning July 1, 2011, in addition to the regular employee contribution to the employer sponsored health plan selected, employees shall contribute a monthly pre-tax contribution to health care costs to reflect health care restructuring savings that the City would achieve from switching to $15 co-pay health care plan based on the rates for FY 2011-12. For BPSEA, this would equate to approximately $31,751 in savings. In the event an employee is eligible and elects not to participate in the City's health plan, beginning July 1, 2011 the "in lieu" amount will be reduced to reflect health care restructuring savings that the City would achieve from switching to $15 co-pay health care plan based on the rates for FY 2011-12. This is consistent with the City's desire to pursue citywide structural change relative to health care benefits, and the City is proposing this type of reduction with all units.

3. Section 22.3 Retirement

A. For employees hired on or before June 30, 2011

The City contracts with the Public Employees' Retirement System (PERS) to provide retirement benefits for employees. The City's contract with PERS shall provide the following additional benefits:

1) One year highest PERSable compensation benefit, as contained in the California Government Code, Section 20042, for miscellaneous employees.

2) 1959 Survivor Benefits at the increased level, as provided for in Government Code Section 21573.

3) Credit for unused sick leave, as provided for in Government Code Section 20965.

4) 2.7% at 55 benefit option.

The City shall continue in effect its contract with the Public Employees' Retirement System (PERS) for the term of this Memorandum of Understanding.

The City agreed to amend its contract with the Public Employees' Retirement System (PERS) for miscellaneous employees to include the retirement benefit option of 2.7% @ 55 in accordance with Government Code Section 21354.5. This benefit became effective the first of the month following the final amendment process and approval by PERS. The City and the Benicia Public Service Employees' Association understand that this contract amendment would cover only those retiring after the date of implementation.

In addition, employees will assume responsibility for payment, by payroll deduction, of the ~~one~~ eight (~~1~~8%) percent ~~increase~~ employee contribution into the employee's retirement contribution account. The City will adopt the IRS 414(h)(2) provision allowing for payment of the ~~1~~8% on a pre-tax basis.

B. For employees hired after June 30, 2011, the city will contract with CalPERS for the 2% at 60 formula, average three (3) compensation period, and no other enhancements. Employees will be required to pay the 7% employee share of PERS on a pre-tax basis.

4. Section 1. Preamble

This agreement is entered into by the City of Benicia, hereinafter referred to as the "City" and the Benicia Public Employees Association, Inc., ~~SEIU., Local 614~~, hereinafter referred to as the "BPSEA", or the "Union" for the purposes of promoting harmonious relations between the City and the BPSEA, to establish an orderly an peaceful procedure, to settle differences which might arise and to set for the basic, complete and full agreement between the parties concerning salaries and all other conditions of employment, and preclude any further negotiations during its term unless otherwise stated herein.

5. Section 23. Retiree Health Care

~~BPSEA employees agree to the elimination of the Sick Leave Incentive provision of their 2000-2005 agreement in order to participate in the ICMA VantageCare retiree health savings program. Under this plan, the City will contribute to the individual employee's retiree health savings account an amount equivalent to:~~

~~1-10 years - 25% of Annual Unused Sick Leave Accrual~~

~~11-15 years - 40% of Annual Sick Leave Accrual~~

~~16-19 years - 60% of Annual Sick Leave Accrual~~

~~20-24 years - 80% of Annual Sick Leave Accrual~~

~~25 years or more - 100% of Annual Sick Leave Accrual~~

~~In order for an employee to receive the 40% or greater amounts they must maintain 500 hours of sick leave accrued in their city sick leave account. If they fall below the 500 hours the City will revert to the contribution amount equivalent to 25% of the employee's annual unused sick leave accrual until such time as the employee has again accrued 500 hours. The 500 hours must be in the employee's individual account by December 20th of each year in order to receive these greater amounts.~~

6. **Section 9: No Strike**

The BPSEA agrees that participation in a strike shall subject employees to disciplinary action, up to and including discharge. The BPSEA, its representatives, or members, shall not engage or cause, instigate, encourage, sanction, or condone a strike of any kind. No employee shall refuse to cross any picket line in the conduct of official City business during the duration of this Memorandum of Understanding, nor shall the BPSEA, its representatives, or members, discriminate in any way toward anyone who refuses to participate in a strike. "Strike" means for the purpose of this section, any industrial action or slow down, sanction, instigate or suggest mass absenteeism, picketing or similar activity, which would interfere with or interrupt the normal work and operation of the City. The City shall not lock out any members of ~~SEIU Local 614/~~BPSEA.

7. **Section 11.7 Vacation Accrual Limits**

Employees covered by this Agreement may exceed vacation accrual limits during a calendar year, however, by ~~December 31st~~ January 20th each year.

8. **Section 12.5 Bereavement Leave**

For the purposes of this section immediate family shall be defined as follows: spouse, children, step children, father, step father, mother, step mother, brothers, step brothers, sisters, step sisters, mother-in-law, father-in-law, sister-in-law, brother-in-law, employee or spouses grandparents, grandchildren, adopted children, children under guardianship, domestic partners and members of the employee's household.

9. **Section 22.2 Life Insurance**

The City shall pay the entire cost of providing each insurable regular, full-time employee with Thirty Thousand Dollars ($~~3~~50,000) group term life insurance with said policy to include accidental death and dismemberment coverage.

~~July 1, 2009 the City will increase the life insurance benefit to Fifty Thousand Dollars ($50,000)~~

10. Tentative Agreements

Parties had signed tentative agreements on

- **Section 3. Non-Discrimination**

The BPSEA shall not discriminate against any employee assigned to the Miscellaneous City Employee representation unit because of membership or non-membership in the BPSEA or because of race, creed, color, national origin, sex, disability or age or any other state or federal protected class.

- **Section 6.3 Permanent Work Schedule Change**

Permanent work schedule changes (i.e. in excess of ten (10) consecutive work days) in employees' hours of work and work schedules may be made after a 30-day advance written notice has been given to the affected employee(s) by the department head, unless the employee and department agree to less than the full 30-day notice or in the case of emergencies due to natural disaster.

- **Section 6.4 Night Shift Differential (no change to section, just title)**

- **Section 8.4 Payroll deductions**

The City shall deduct Union dues or service fees and premiums for approved insurance programs from the employee's pay in conformity with State and City regulations. The City shall promptly pay over to the designated payee all sums so deducted. The City shall also periodically provide the Union with a list of all persons making charitable deductions pursuant to the religious exemption granted herein. The union shall provide city with notice and copy of union resolution or minutes authorizing any increased deduction for dues, service fees, or premiums, and shall provide notice to union employees of such increases.

AGENDA ITEM
CITY COUNCIL MEETING DATE - SEPTEMBER 6, 2011
BUSINESS ITEMS

DATE : August 18, 2011

TO : City Council

FROM : City Attorney

SUBJECT : **TERMINATION OF THE CITY'S INTERESTS IN EASEMENTS ACROSS 270 WEST H STREET PURSUANT TO A MEDIATED SETTLEMENT AGREEMENT**

RECOMMENDATION:
Adopt the resolution to vacate the easements and quit claim the City's interests in an access easement and sidewalk easement across 270 West H Street and 285 West G Street, approve the settlement agreement, and authorize the City Manager to sign the the necessary documents including the quit claims subject to minor revision by the City Attorney.

EXECUTIVE SUMMARY:
This action will allow the property owner of 270 West H Street to purchase obsolete historic access easements along West G Street located on their property approximately 25 feet north of the southerly property boundary. This action is the last step in a settlment agreement to resolve a dispute over access on the easements. The settlement agreement was entered into by the owners of 270 West H Street and the City and is contingent upon City Council approval of the agreement and the quit claim and vacation of the easements.

BUDGET INFORMATION:
The City will relinquish requirements for maintenance and liability for a portion of public right of way that serves only one piece of property and no broader public purpose. The City will receive $6,000 if the easement is sold. Total costs incurred by the City in this project exceed $14,000. If the matter proceeds to litigation, the City's cost will be significantly higher.

GENERAL PLAN:
Section 65402 of the California Government Code provides that no street or real property shall be vacated until the location, purpose, and extent of such vacation or abandonment has been submitted to and reported upon as to its conformity with the City's adopted General Plan. Consistent with State law, staff has identified goals, policies and programs that are applicable to the request in the General Plan Consistency section of this report.

Vacating approximately 1,125 square feet of existing right of way easement conforms to the following goals, policies and programs of the General Plan (emphasis added):

- GOAL 2.1: Preserve Benicia as a small-sized city. "Small-sized city" refers to Benicia's open and uncluttered space, safe neighborhoods and streets, pedestrian-friendly streets, the "Main Street" character of First Street, **open vistas of hills and water,** …

Open vistas of hills and water will not be adversely affected by this vacation. Better and more accessible vistas exist in close proximity to the subject area. Public access to the views from the property at 270 West H Street has been obscured for years.

- GOAL 2.14: Enhance Benicia's small-town atmosphere of pedestrian-friendly streets and neighborhoods.
- POLICY 2.14.1: Give priority to pedestrian safety, access, and transit over automobile speed and volume.
- GOAL 2.20: Provide a balanced street system to serve automobiles, pedestrians, bicycles, and transit, balancing vehicle-flow improvements with multi-modal considerations.
    - Program 2.20.D: Continue to identify and implement acceptable alternatives to in-town roadway widening, extensions, and larger intersections.

All of the streets in the vicinity of the vacation will continue to provide excellent pedestrian safety and access. The proposed right of way only leads to a dead end that is heavily vegetated and does not provide pedestrian through access to anywhere.

- POLICY 2.32.2: Continue to develop and enhance recreational benefits of the shoreline and seek public access along the waterfront.
    - Program 2.32.D: Explore public access on private waterfront through collaborative planning or a development review process.

The proposed right of way to be vacated is no longer on the waterfront.

- GOAL 3.13: Improve urban design qualities of the waterfront and public access to the shoreline.
- POLICY 3.13.1: Enhance waterfront vistas.
- POLICY 3.13.2: Improve pedestrian amenities along waterfront streets and walkways.

- Program 3.13.B: Develop a plan for public and pedestrian access to and along the waterfront and shoreline.
- POLICY 3.15.2: Preserve public views of public open space and maintain existing vistas (including the Northern Area vistas) wherever possible.

As described in the report, the proposed right of way vacation is not along the waterfront. Waterfront public and pedestrian access in this vicinity is provided as a result of the Semple Crossing development and West 3rd Street improvements. Superior public access and views are available at those locations.

STRATEGIC PLAN:
The following Strategic Plan issue and strategy relate to the proposed acquisition of an easement by the property owner of 270 West H Street:

- Strategic Issue 4: Preserving and Enhancing Infrastructure
  - Strategy 3: Provide safe, functional and complete streets

Since this easement is not improved, and is near an existing street, it is not only redundant, but the house in question is at the end of the improved portion of the easements. Consequently, relinquishment is the logical next step, as the easement has no purpose at this location.

BACKGROUND:
The homeowners at 270 West H Street (the "Lot") requested that the City change their address to 271 West G Street. The Lot has a single family home on a deep lot that extends from West G Street to West H Street. The home is closer to West G Street. At one point the Lot was given the address 271 West G Street when the lot was split into two parcels.

The request of the homeowners of the Lot to change the address was initially denied based on the fact the change was not supported by the fire or police departments and that staff determined that the Lot was "only readily available access to (your) property from a city street or right-of-way is from West H Street." This determination was appealed up to the Department Director who determined the Lot could change addresses if it were determined that a valid public use easement existed in front of 251 West G Street.

This determination has been contested by the two closest neighbors along West G Street. Traffic and safety issues are among the concerns they have raised. They have threatened litigation over the issue. In an effort to resolve the matter short of litigation, mediation was proposed. Mediation was schedule for November 11, 2010 and followed by another session on January 25, 2011. As a result of the mediation a settlement was reached between the owners of the Lot

and the City. The agreement provides that if the City Council approves of the sale of the City's interest in the easements, the decision regarding the address change will be modified to acknowledge the easement. The agreement further provides that the homeowners of the Lot are to order the survey of the easement and that the costs would be shared equally by the City and the homeowners.

The adjoining homeowners were also in settlement discussions and appeared close to settlement when the lawyer for the owner of 251 West G Street had to leave before a final agreement was reached between the neighbors. Further settlement discussions were not fruitful. It is hoped that the finalization of these actions by the City will lead to the remainder of the issues between the neighbors being settled.

Description of the area:
From the City's perspective, the properties in question are an access easement and a sidewalk easement that cross 270 West H Street and 251 West G Street. In 1889 the easements were established by an agreement executed between J.E. Crooks, A.H. Howe and T.B. Montgomery. The easements extend along West G Street and terminate 15 feet into the Ruiz property. The Ruiz property is fenced off. The majority of West G Street from West 2nd Street is not actually a public street. There is nothing to indicate that it is not a public street and non-resident vehicles do use the road to some extent. The Lot is adjacent to the Ruiz property at the end of the easements. Since the easement is fenced at the Ruiz property there is no public purpose for entering on to the Lot. It should be noted that in the past, the G Street properties were waterfront properties. This changed with the filling of the land at the base of the cliff and the creation of Semples Crossing.

Procedural history:
The City Council reviewed this matter in closed session and directed the matter be sent to the Planning Commission to make the General Plan Consistency determination needed for the vacation and sale of the property. Pursuant to Section 65402 of the California Government Code, the City is required to determine if the proposed vacation of approximately 1,125 square feet of right of way easements is in conformance with the goals, policies and programs of the General Plan. The subject easement areas are identified below:

Location	Approximate Area	Approximate Dimensions
Access easement adjacent to West G Street on parcel number 089-111-002	1,125 square feet	15' x 75'

At its May meeting the Planning Commission first considered this request for right of way vacation. At that meeting members of the public presented additional information relevant to General Plan goals and policies. The item was continued to the June meeting by the Planning Commission in order for staff to consider the additional information. After reviewing the updated information, the Planning Commission determined that the vacation conformed to the General Plan. See attached minutes of the June Planning Commission Meeting.

In older sections of town, the City owns most of the street areas in fee as opposed to having a right-of-way interest in the street. This means that the City should both vacate and quit claim the easements to extinguish its interests in the property. Section 8531 of the California State and Highway Code states that if an easement is abandoned by resolution of the state or local public agency that was granted the easement for vehicular use, the title to the property previously subject to the vehicular easement is therefore clear of the easement.

Attachments:

- Resolution
- Location Maps
- Record of Survey showing Easements
- Planning Commission Staff Report June minutes
- Planning Commission Staff Report May and minutes

VIII.C.6

RESOLUTION NO. 11-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA VACATING AND QUITCLAIMING THE CITY'S INTERESTS IN AN ACCESS EASEMENT AND SIDEWALK EASEMENT ACROSS 270 WEST H STREET AND 285 WEST G STREET, APPROVING THE MEDIATED SETTLEMENT AGREEMENT BETWEEN THE PROPERTY OWNERS AND THE CITY, AND AUTHORIZING THE CITY MANAGER TO EXECUTE AND SIGN ALL NECESSARY DOCUMENTS

WHEREAS, as a result of a settlement agreement a request to vacate and quitclaim the City's interest in the easements; and

WHEREAS, at their June 9, 2011 meeting the Planning Commission made the determination that vacating and quitclaiming the access easement and sidewalk easement across 270 West H Street and 285 West G Street is consistent with the General Plan; and

WHEREAS, the access easement and sidewalk easement across 270 West H Street and 285 West G Street can be summarily vacated in accordance with 8334(a) of the Streets and Highways Code; and

WHEREAS, the owner of 270 West H Street has agreed to pay the City $6,000 for the easements, and

WHEREAS, the easements are described and platted in Exhibit A.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Benicia hereby approves the summary vacation and quitclaim of the easements along 270 West H Street and 285 West G Street, for an amount of $6,000 to be paid by the property owner.

BE IT FURTHER RESOLVED that the City Manager is authorized to sign the Deeds and any other necessary documents on behalf of the City, subject to minor modifications by the City Attorney.

BE IT FURTHER RESOLVED that the City Clerk is hereby directed to file a certified copy of this resolution and fully-executed deeds with the Solano County Recorder.

*****

On motion of Council Member , seconded by Council Member , the above Resolution was introduced and passed by the City Council of the City of Benicia at a regular meeting of said Council held on the 6th day of September, 2011, and adopted by the following vote:

Ayes:

Noes:

Absent:

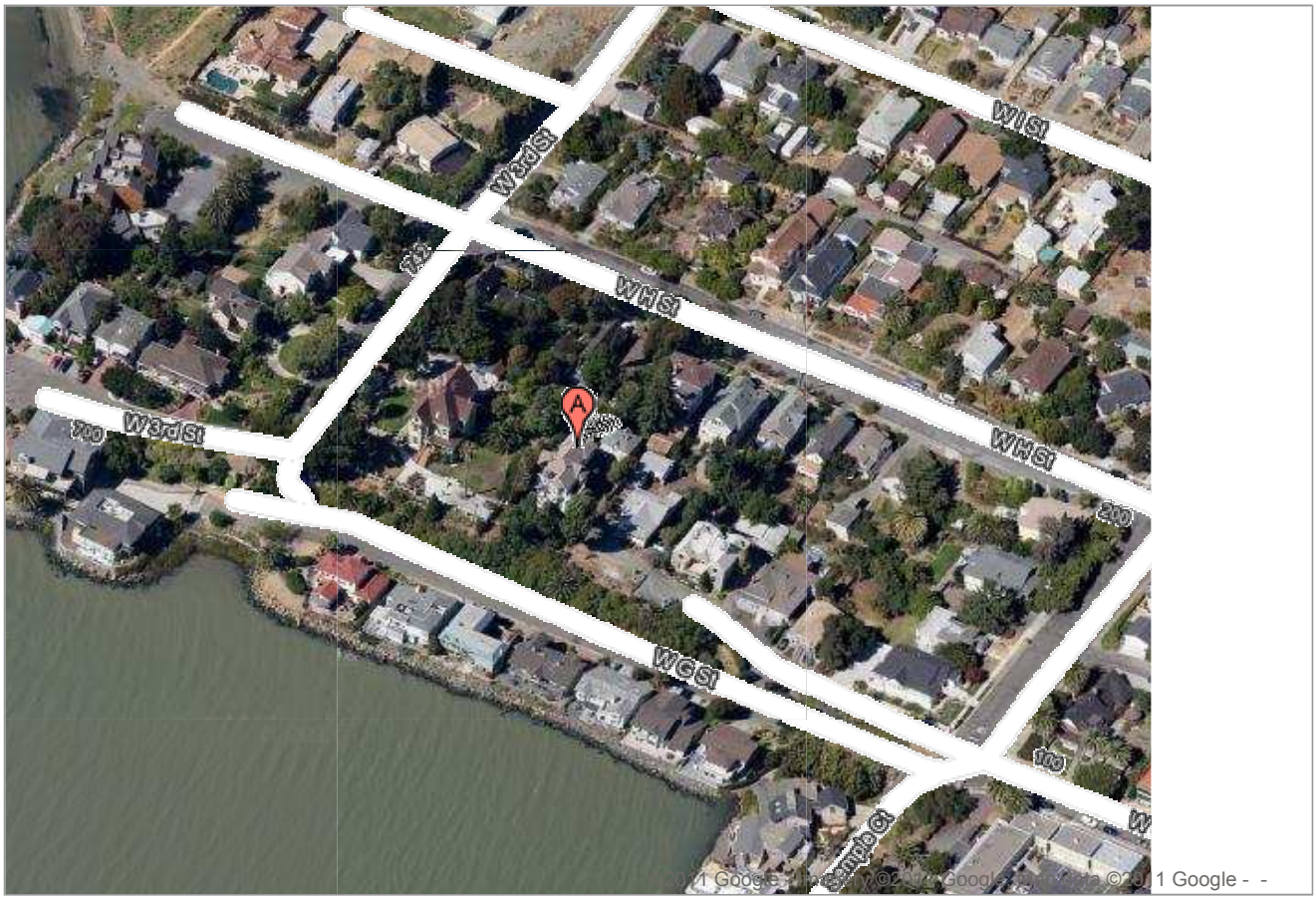
_____
Elizabeth Patterson, Mayor

Attest:

_____
Lisa Wolfe, City Clerk

Google maps

To see all the details that are visible on the screen, use the "Print" link next to the map.



VIII.C.10

EXHIBIT A

DESCRIPTION OF "DRIVEWAY" EASEMENT VACATION, ABANDONMENT, AND QUITCALIM

A PORTION OF THE DRIVEWAY EASEMENT PER THAT CERTAIN AGREEMENT BY AND BETWEEN A.W. HOWE, T.B. MONTGOMERY, AND J.E. CROOKS, DATED FEBRUARY 25, 1889 AND RECORDED MARCH 4, 1889 IN BOOK 5 OF AGREEMENTS AT PAGE 120, SOLANO COUNTY RECORDS IS HEREBY VACATED, ABANDONED AND QUITCLAIMED BY THE CITY OF BENICIA, AS DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHEASTERLY CORNER OF LOT 10, IN BLOCK 21 AS SHOWN ON THE OFFICIAL MAP OF THE CITY OF BENICIA MADE BY BENJAMIN W. BARLOW AND FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF SOLANO COUNTY, CALIFORNIA, IN BOOK 1 OF MAPS, PAGE 124, SAID POINT ALSO BEING THE MOST SOUTHEAST CORNER OF THE LANDS DESCRIBED IN THE DEED TO JACK R. MACCOUN PER DOCUMENT 2009-109806, SOLANO COUNTY RECORDS; THENCE ALONG THE GENERAL SOUTHERLY LINE OF THE LANDS PER DOCUMENT 2009-109806 N60º06'00"W 67.04' (PER RECORD OF SURVEY BOOK 26, PAGE 11, SOLANO COUNTY RECORDS) TO THE SOUTHEAST CORNER OF THE LANDS DESCRIBED IN THE DEED TO THE TAAGEPERA FAMILY TRUST PER DOCUMENT 2007-83283; THENCE ALONG THE GENERAL EASTERLY LINE OF THE LANDS PER DOCUMENT 2007-832873 N29º54'00"E 25.00' TO THE TRUE POINT OF BEGINNING OF THIS DRIVEWAY EASEMENT ABANDONMENT; THENCE N60º06'00"W 83.08' MORE OR LESS TO A POINT ON THE GENERAL EASTERLY LINE OF LOT 9, IN BLOCK 21, OFFICIAL MAP CITY OF BENICIA (RM 1-124); THENCE ALONG THE GENERAL EASTERLY LINE OF SAID LOT 9 N29º54'00"E 15.00'; THENCE S60º06'00"E 83.08' MORE OR LESS TO A POINT ON THE GENERAL EASTERLY LINE OF THE LANDS PER DOCUMENT 2007-83283; THENCE ALONG THE GENERAL EASTERLY LINE OF THE LANDS PER DOCUMENT 2007-83283 S29º54'00"W 15.00' MORE OR LESS TO THE TRUE POINT OF BEGINNING OF THIS DRIVEWAY EASEMENT VACATION, ABANDONMENT, AND QUITCLAIM.

SEE EXHIBIT B ATTACHED HERETO AND MADE A PART HEREOF.

Dan Cullen

REGISTERED PROFESSIONAL ENGINEER
DANIEL W. CULLEN
No. 26162
EXP. 03/31/12
CIVIL
STATE OF CALIFORNIA

EXHIBIT A

DESCRIPTION OF "SIDEWALK" EASEMENT VACATION, ABANDONMENT, AND QUITCLAIM

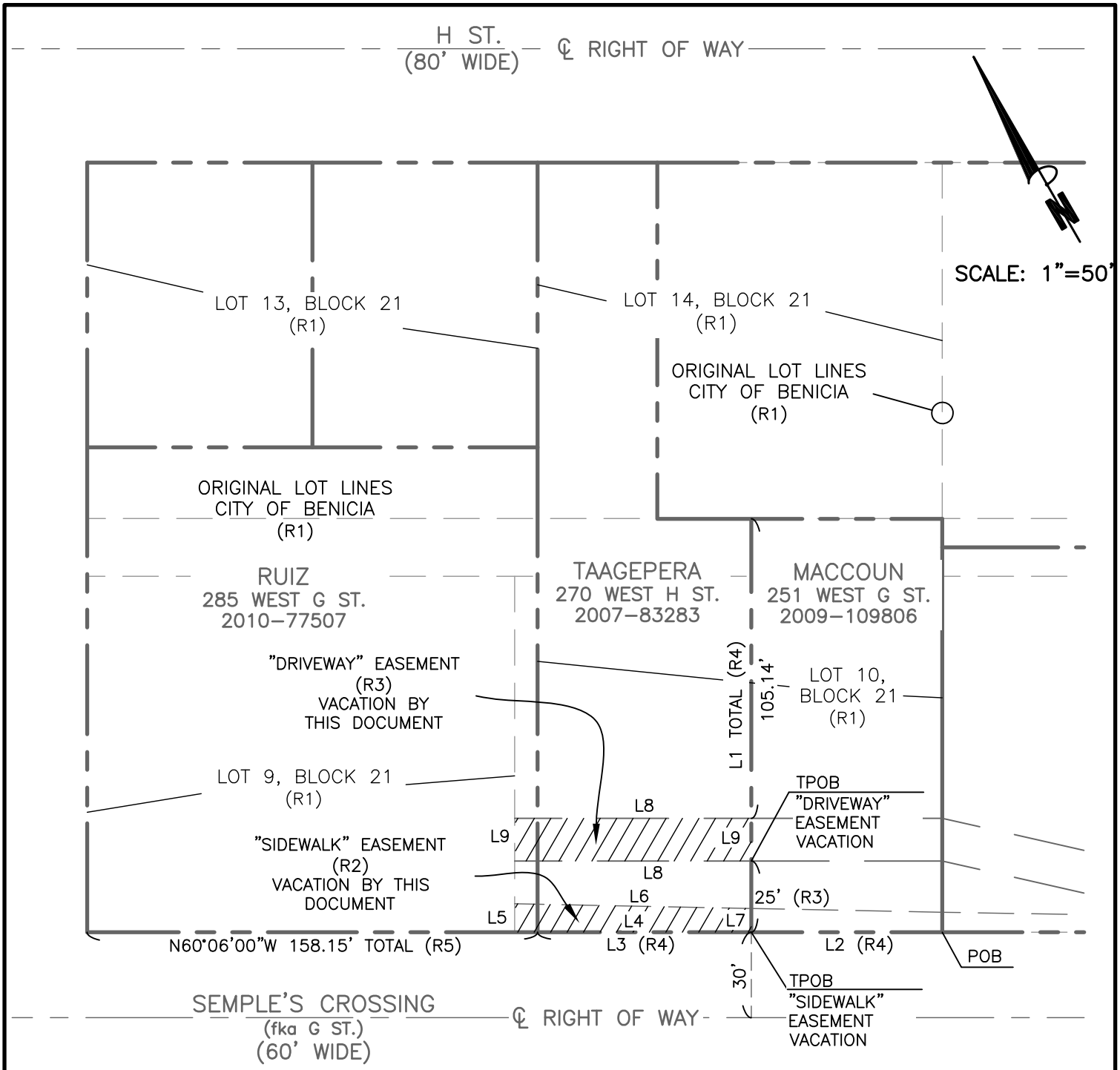
A PORTION OF THE SIDEWALK EASEMENT PER THAT CERTAIN AGREEMENT BY AND BETWEEN A.W. HOWE, T.B. MONTGOMERY, AND J.E. CROOKS, DATED FEBRUARY 25, 1889 AND RECORDED MARCH 4, 1889 IN BOOK 5 OF AGREEMENTS AT PAGE 118, SOLANO COUNTY RECORDS IS HEREBY VACATED, ABANDONED AND QUITCLAIMED BY THE CITY OF BENICIA, AS DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHEASTERLY CORNER OF LOT 10, IN BLOCK 21 AS SHOWN ON THE OFFICIAL MAP OF THE CITY OF BENICIA MADE BY BENJAMIN W. BARLOW AND FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF SOLANO COUNTY, CALIFORNIA, IN BOOK 1 OF MAPS, PAGE 124, SAID POINT ALSO BEING THE MOST SOUTHEAST CORNER OF THE LANDS DESCRIBED IN THE DEED TO JACK R. MACCOUN PER DOCUMENT 2009-109806, SOLANO COUNTY RECORDS; THENCE ALONG THE GENERAL SOUTHERLY LINE OF THE LANDS PER DOCUMENT 2009-109806 N60º06'00"W 67.04' (PER RECORD OF SURVEY BOOK 26, PAGE 11, SOLANO COUNTY RECORDS) TO THE TRUE POINT OF BEGINNING OF THIS SIDEWALK EASEMENT ABANDONMENT, BEING AT THE SOUTHEAST CORNER OF THE LANDS DESCRIBED IN THE DEED TO THE TAAGEPERA FAMILY TRUST PER DOCUMENT NO 2007-83283, SOLANO COUNTY RECORDS; THENCE CONTINUING ALONG THIS SAME LINE N60º06'00"W 83.08' MORE OR LESS TO THE MOST SOUTHEASTERLY CORNER OF LOT 9, IN BLOCK 21, OFFICIAL MAP CITY OF BENICIA (RM 1-124); THENCE ALONG THE GENERAL EASTERLY LINE OF SAID LOT 9 N29º54'00"E 10.00'; THENCE S58º57'11"E 83.10' MORE OR LESS TO A POINT ON THE GENERAL EASTERLY LINE OF THE LANDS PER DOCUMENT 2007-83283; THENCE ALONG THE GENERAL EASTERLY LINE OF THE LANDS PER DOCUMENT 2007-83283 S29º54'00"W 8.34' MORE OR LESS TO THE TRUE POINT OF BEGINNING OF THIS SIDEWALK EASEMENT VACATION, ABANDONMENT, AND QUITCLAIM.

SEE EXHIBIT B ATTACHED HERETO AND MADE A PART HEREOF.

Dan Cullen

REGISTERED PROFESSIONAL ENGINEER
DANIEL W. CULLEN
No. 26162
EXP. 03/31/12
CIVIL
STATE OF CALIFORNIA



NOTES & LEGEND:

SEE SHEET 2 FOR NOTES, LEGEND, AND DATA TABLE

INDICATES VACATION, QUITCLAIM & ABANDONMENT OF ANY INTEREST IN "SIDEWALK" AND "DRIVEWAY" EASEMENT PER R2 & R3, BY CITY OF BENICIA

EXHIBIT B

PAGE 1 of 2

EASEMENT VACATION PLAT
285 WEST G & 270 WEST H
BENICIA, CA.

CSA
Cullen-Sherry & Associates, Inc.
Civil Engineering - Surveying
1090 Adams Street, Suite A – P.O. Box 591
Benicia, California 94510
(707) 745-3219 Fax (707) 745-9436 csa-engineers.com

SCALE:	1"=50'
DATE:	7-08-2011
DRAWN BY:	DC
CHECKED BY:	DC

DATA TABLE

L1	N29°54'00"E	145.14'
L2	N60°06'00"W	67.04'
L3	N60°06'00"W	75.04'
L4	N60°06'00"W	83.08'
L5	N29°54'00"E	10.00'
L6	N58°57'11"W	83.10'
L7	N29°54'00"E	8.34'
L8	N60°00'00"W	83.08'
L9	N29°54'00"E	15.00'

NOTES & LEGEND:

1. THIS DRAWING IS NOT A RECORD OF SURVEY. IT IS BASED UPON RECORD INFORMATION, AND IS FOR THE PURPOSE TO DEPICT THE "DRIVEWAY" AND "SIDEWALK" EASEMENTS BEING VACATED, ABANDONED AND QUITCLAIMED OF ANY INTERESTS BY THE CITY OF BENICIA.

POB: POINT OF BEGINNING
TPOB: TRUE POINT OF BEGINNING
FKA: FORMERLY KNOWN AS
R1: RECORD MAP BOOK 1, PAGE 124, ORIGINAL MAP CITY OF BENICIA
R2: 1889 "SIDEWALK" EASEMENT BOOK 5, AGREEMENTS, PAGE 118
R3: 1889 "DRIVEWAY" EASEMENT BOOK 5, AGREEMENTS, PAGE 120
R4: BOOK 26 OF SURVEYS, PAGE 11
R5: BOOK 14 OF PARCEL MAPS, PAGE 3
2009-109806: DEED REFERENCE, SOLANO COUNTY RECORDS

EXHIBIT B
PAGE 2 of 2

EASEMENT VACATION PLAT
285 WEST G & 270 WEST H
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1090 Adams Street, Suite A - P.O. Box 591
Benicia, California 94510
(707) 745-3219 Fax (707) 745-9436 csa-engineers.com

SCALE:	1"=50'
DATE:	7-08-2011
DRAWN BY:	DC
CHECKED BY:	DC
PROJECT NO:	11159

AGENDA ITEM
PLANNING COMMISSION MEETING: June 9, 2011
REGULAR AGENDA ITEMS

DATE : June 1, 2011

TO : Planning Commission

FROM : Mark Rhoades, Acting Land Use and Engineering Manager

SUBJECT : **GENERAL PLAN CONFORMANCE ASSOCIATED WITH VACATION OF RIGHT OF WAY EASEMENTS ALONG WEST G STREET**

PROJECT:
The vacation of the existing right of way easements for roadway and sidewalk purposes along West G Street as part of a mediation settlement.

RECOMMENDATION:

Approve a General Plan Conformance to vacate the portion of the right of way easements along the south side of the property at 270 West "H" Street consistent with the goals, objectives and policies of the General Plan and based on the findings set forth in the attached resolution.

EXECUTIVE SUMMARY:

This action will allow the property owner of 270 West H Street to purchase obsolete historic access easements along West G Street located on their property approximately 25 feet north of the southerly property boundary. Consistent with the Benicia Municipal Code, staff recommends Commission approval of a General Plan Conformance to vacate 1,125 square feet of existing right of way easements along West G Street, which is necessary to allow the right of way vacation.

BUDGET INFORMATION:

The City will relinquish requirements for maintenance and liability for a portion of public right of way that serves only one piece of property and no broader public purpose. The City will receive some money if the easement is sold.

ENVIRONMENTAL ANALYSIS:

Staff has reviewed the proposed vacation and determined it is Categorically Exempt under Section 15312 – *Surplus Government Property Sales* of the California Environmental Quality Act (CEQA), which applies to the sales of surplus government property that is not in an area of statewide, regional or areawide concern, or does not have significant values for wildlife habitat or other environmental purposes and is incapable of independent development. The easement

proposed for vacation along West G Street is not of statewide, regional or areawide concern, does not have significant wildlife habitat value, and is not capable of independent development.

BACKGROUND:

At its May meeting the Planning Commission first considered this request for right of way vacation. At that meeting members of the public presented additional information relevant to General Plan goals and policies. The item was continued by the Planning Commission in order for staff to consider the additional information. That information has now been considered, and staff's review is provided herein.

Pursuant to Section 65402 of the California Government Code, the City shall determine if the proposed vacation of approximately 1,125 square feet of right of way easements are in conformance with the goals, policies and programs of the General Plan. The subject easement areas are identified below:

Location	Approximate Area	Approximate Dimensions
Access easement adjacent to West G Street on parcel number 089-111-002	1,125 square feet	15' x 75'

The surrounding land use, zoning and General Plan designations include:

Location	General Plan	Zoning	Land Use
North	Low Density Residential	Single-Family Residential	Single-Family Homes
East	Low Density Residential	Single-Family Residential	Single-Family Homes
South	Low Density Residential	Single-Family Residential	Single-Family Homes
West	Low Density Residential	Single-Family Residential	Single-Family Homes

Section 8531 of the California State and Highway Code states that if an easement is abandoned by resolution of the state or local public agency that was granted the easement for vehicular use, the title to the property previously subject to the vehicular easement is therefore clear of the easement.

STAFF ANALYSIS:

Staff has now had an opportunity to more closely evaluate the proposed right of way vacation and continues to maintain its prior recommendation. Staff has visited the site and the surrounding area to ascertain the right of way and its necessity relevant to access and opportunities for public views and access. The evidence and information that staff has generated confirm that the proposed abandonment is consistent with the General Plan and broader public purposes.

Origin of Right of Way

It appears that the existing right of way actually served as the primary entrance for the Crooks Mansion directly west of the subject property prior to the improvement of West 3rd Street, and the balance of the homes built after it to the east along West G Street. The contour of the easements closely resembles the former shoreline that is visible in postcard and other historic (including aerial) photographs of the area.

Benicia's newly adopted Historic Context Statement (page 76) indicates that the homes along the waterfront (which terminated at Crooks Mansion) were likely built there for the views of the Strait and to escape the smells of industry along the southern portion of First Street in the 1890's. The Semple Crossing development filled the Strait directly below the existing right of way. That development exists south of and including the roadway trestle in the photo below.

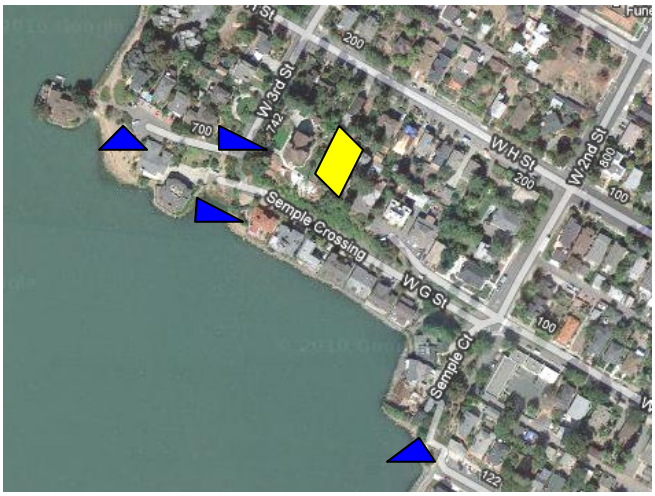
The Crooks Mansion In Benicia In The Year 1917

The portion of the right of way that traverses the subject property would have been the final length of access to the Crooks Mansion property. Now that West 3rd Street is improved and the historic Crooks Mansion's access is taken from 3rd Street, the right of way along the south portion of 270 West H Street is obsolete. Staff has contacted the owner of the Crooks Mansion to confirm that they would have no objection to the vacation. As of this writing they have not provided their comments. Staff will report orally to the Planning Commission if further contact is had with the current owner. Therefore, the right of way no longer serves a useful purpose (other than potential public access for views, as discussed below) and may provide the potential for unnecessary intrusion onto the property at 270 West H Street.

Public Views

Public access to views of the Carquinez Strait and other vistas are an important component of Benicia's land use pattern and community amenities. As described by members of the public at the Planning Commission's last meeting, the General Plan provides a number of policies that serve to protect important vistas in the City.

Proximal to the location of the proposed right of way vacation are numerous improved public vistas. Many of them are improved for public access with benches and paths. The Semple Crossing development improved a segment of the Bay Trail for public access. The south terminus of West 3rd Street provides far superior access and views without the need to cross into a private yard (see photos, below).



Subject site, and view locations with superior vistas and public access.

West 3rd Street Views (below)

Semple Crossing Views (below)

Gull Point/West G View (below)

West 3rd Access (below)

The public view issue from the right of way along 270 West H Street is further complicated by the fact that the right of way bisects private properties along most of its length. This is problematic in that property owners can plant vegetation that will grow and precludes public views, or install a fence (so long as a permit is not required), on the private property portions between the right of way and the Strait. This has the effect of eliminating views, as was shown

by one of the neighbors at the last meeting. As a result, there can be no public reliance on access to these views. This is not the case with the examples shown above.

Property Access
Currently, 270 West H Street does not require the right of way for access any longer, and neither does the Crook's Mansion. They both have access from other, better-improved public rights of way. There are several properties at the terminus of West G Street that will still rely on the right of way, and that includes 251, 241-243, 229 and 223 West G Street.

GENERAL PLAN CONSISTENCY:

Section 65402 of the California Government Code provides that no street or real property shall be vacated until the location, purpose, and extent of such vacation or abandonment has been submitted to and reported upon as to its conformity with the City's adopted General Plan. Consistent with State law, staff has identified goals, policies and programs that are applicable to the request in the General Plan Consistency section of this report.

Vacating approximately 1,125 square feet of existing right of way easement conforms to the following goals, policies and programs of the General Plan (emphasis added):

- GOAL 2.1: Preserve Benicia as a small-sized city. "Small-sized city" refers to Benicia's open and uncluttered space, safe neighborhoods and streets, pedestrian-friendly streets, the "Main Street" character of First Street, **open vistas of hills and water,** …

Open vistas of hills and water will not be adversely affected by this vacation. Better and more accessible vistas exist in close proximity to the subject area. Public access to the views from the property at 270 West H Street has been obscured for years.

- GOAL 2.14: Enhance Benicia's small-town atmosphere of pedestrian-friendly streets and neighborhoods.
- POLICY 2.14.1: Give priority to pedestrian safety, access, and transit over automobile speed and volume.
- GOAL 2.20: Provide a balanced street system to serve automobiles, pedestrians, bicycles, and transit, balancing vehicle-flow improvements with multi-modal considerations.
    - Program 2.20.D: Continue to identify and implement acceptable alternatives to in-town roadway widening, extensions, and larger intersections.

All of the streets in the vicinity of the vacation will continue to provide excellent pedestrian safety and access. The proposed right of way only leads to a dead end that is heavily vegetated and does not provide pedestrian through access to anywhere.

- POLICY 2.32.2: Continue to develop and enhance recreational benefits of the shoreline and seek public access along the waterfront.

- Program 2.32.D: Explore public access on private waterfront through collaborative planning or a development review process.

The proposed right of way to be vacated is no longer on the waterfront.

- GOAL 3.13: Improve urban design qualities of the waterfront and public access to the shoreline.
  - POLICY 3.13.1: Enhance waterfront vistas.
  - POLICY 3.13.2: Improve pedestrian amenities along waterfront streets and walkways.
    - Program 3.13.B: Develop a plan for public and pedestrian access to and along the waterfront and shoreline.
  - POLICY 3.15.2: Preserve public views of public open space and maintain existing vistas (including the Northern Area vistas) wherever possible.

As described in the report, above, the proposed right of way vacation is not along the waterfront. Waterfront public and pedestrian access in this vicinity is provided as a result of the Semple Crossing development and West 3rd Street improvements. Superior public access and views are located at those locations.

STRATEGIC PLAN CONSISTENCY:

The following Strategic Plan issue and strategy relate to the proposed acquisition of an easement by the property owner of 270 West H Street:

- Strategic Issue 4: Preserving and Enhancing Infrastructure
  - Strategy 3: Provide safe, functional and complete streets

Since this easements is not improved, and is adjacent to an existing street, it is not only redundant, but the house in question is at the end of the improved portion of the easements. Consequently, relinquishment is the logical next step, as the easement has no purpose at this location.

FURTHER ACTION:
Planning Commission action will be a recommendation to the City Council for approval of a Resolution of Intention.

Attachments:
- Draft Resolution
- Location Map
- Record of Survey showing Easements

DRAFT RESOLUTION

RESOLUTION NO. 11-XX (PC)

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF BENICIA FINDING THE VACATION OF RIGHT OF WAY EASEMENTS ALONG WEST G STREET IN CONFORMANCE WITH THE GOALS, POLICIES AND PROGRAMS OF THE GENERAL PLAN

WHEREAS, the Government Code of the State of California, Section 65402, provides that a local agency shall not acquire real property, nor dispose of any real property, nor construct a public building or structure in any county or city until the location, purpose and extent of such activity has been reported upon as to the conformity with the adopted General Plan; and

WHEREAS, the City of Benicia has declared its intention to vacate a 1,125 square foot portion of an access easement located approximately 25 feet north of the southern boundary of 270 West H Street along West 6th Street; and

WHEREAS, staff has reviewed the easement vacation request and submitted it to the Planning Commission for review on May 12 and June 9, 2011; and

WHEREAS, staff has identified applicable General Plan goals, policies and programs to establish conformance with the General Plan.

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission of the City of Benicia hereby finds the proposed vacation of a portion of right of way easements in conformance with the goals, policies and programs of the General Plan.

BE IT FURTHER RESOLVED THAT the Planning Commission of the City of Benicia finds the vacation of right of way easements is Categorically Exempt under Section 15312 – Surplus Government Property Sales of the California Environmental Quality Act (CEQA), which applies to the sales of surplus government property that is not in an area of statewide, regional or areawide concern, or does not have significant values for wildlife habitat or other environmental purposes and is incapable of independent development.

* * * * *

On a motion of Commissioner _____, seconded by Commissioner _____, the above Resolution was adopted by the Planning Commission of the City of Benicia at the regular meeting of said Commission held on the 12th day of May, 2011, and adopted by the following vote:

Ayes
Noes:
Absent:

_____
Charlie Knox
Planning Commission Secretary

BENICIA PLANNING COMMISSION
CITY HALL COUNCIL CHAMBERS
MEETING MINUTES

Thursday, June 9, 2011
7:00 p.m.

I. OPENING OF MEETING

A. Pledge of Allegiance

B. Roll Call of Commissioners

Present: Commissioners Don Dean, Rick Ernst, George Oakes, Rod Sherry, Belinda Smith and Chair Brad Thomas

Absent: Lee Syracuse (excused)

Staff Present: Heather McLaughlin, City Attorney
Charlie Knox, Public Works & Community Development Director
Doug Vu, Associate Planner
Kathy Trinque, Administrative Secretary

C. Reference to Fundamental Rights of Public - A plaque stating the Fundamental Rights of each member of the public is posted at the entrance to this meeting room per Section 4.04.030 of the City of Benicia's Open Government Ordinance.

II. ADOPTION OF AGENDA

The Commission and staff discussed changing the order of items VI B and C so that Item C is heard first, and then Item B.

Commissioner Ernst asked if the Commission would like to move the Open Government Training to after VI D. Commissioner Ernst made a motion to move the training. There was no second.

On motion of Commissioner Sherry, seconded by Commissioner Dean, the agenda was adopted, as amended, reversing the order of Items VIB and C, by the following vote:

Ayes: Commissioners Dean, Ernst, Oakes, Sherry, Smith, and Chair Thomas
Noes: None
Absent: Commissioner Syracuse
Abstain: None

III. OPPORTUNITY FOR PUBLIC COMMENT

A. WRITTEN

None.

B. PUBLIC COMMENT

None.

IV. PRESENTATION

A. COMPLETION OF OPEN GOVERNMENT AWARENESS TRAINING

Heather McLaughlin, City Attorney, presented the Commission with an overview of this item. She described Title 4, the Open Government Ordinance. Its goal is to make it easier for the public to access City government, that they may be more informed about what their City is doing; and that the public may be involved in a more meaningful and knowledgeable way.

The four Open Government Ordinance chapters that Ms. McLaughlin reviewed included:

1. Public Access to Meetings (Brown Act).
2. Public Information (Public Records)
3. Ethics (Code of Conduct)
4. Open Government Commission.

Ms. McLaughlin passed out a copy of the applicable Municipal Code pertaining to City Council or Mayor candidates in case any Commissioners were planning to run for office in November.

V. CONSENT CALENDAR

A. Approval of Minutes of May 12, 2011

On motion of Commissioner Ernst, seconded by Commissioner Dean, the Consent Calendar was adopted by the following vote:

Ayes: Commissioners Dean, Ernst, Oakes, Sherry, and Smith.
Noes: None
Absent: Commissioner Syracuse
Abstain: Chair Thomas

VI. REGULAR AGENDA ITEMS

A. GENERAL PLAN CONFORMANCE ASSOCIATED WITH VACATION OF RIGHT OF WAY EASEMENT ALONG WEST G STREET

PROPOSAL:

This action is necessary to allow the property owner of 270 West H Street to purchase obsolete historic public access easements along West G Street located on their property approximately 25 feet north of the southerly property boundary.

Recommendation:
Approve General Plan Conformance to vacate the portion of the right of way easements along the south side of the property at 270 West "H" Street consistent with the goals, objectives and policies of the General Plan and based on the findings set forth in the resolution.

Charlie Knox, Public Works & Community Development Director, presented a brief overview and history of this item. This item was continued from the May 2011 meeting for further staff analysis. Vacating the right of way easements conforms with the General Plan.

Documents distributed at the meeting included a letter dated June 8, 2011 from Mr. Jack Maccoun, a copy of a webpage "Berkeley Path Wanderers Association" from Mr. Maccoun, and a plat map and a highlighted version of the easement map. Mr. Maccoun also shared a historical photograph of the Crooks Mansion from the 1880's. (After the meeting, the photograph was returned to Mr. Maccoun.)

Three of six Planning Commissioners present had conflicts of interest. In order to maintain a quorum, the three conflicted Commissioners (Dean, Oakes and Sherry) drew cards to determine which Commissioner would remain for this item. Commissioner Oakes drew the highest card and therefore he was not recused.

The Commission and Staff discussed the following: the name of applicant (there is none, the application is a result of a mediated process); clarified that the action for this item is only to determine if the easement vacation conforms with the General Plan; reviewed the process (the next step is staff to forward the Planning Commission's decision for City Council's consideration to determine the vacation); asked if a public hearing occurs when the item comes before the City Council (yes); Planning Commissioners asked to see the staff report to the City Council before the meeting (City Council agenda and staff reports are posted one week prior to the meeting).

Commissioner Ernst referred to an email he sent staff expressing his concern that Planning Commission decisions are sometimes ignored by staff and staff's recommendations to City Council are sometimes different from the Commission's decision.

Ms. McLaughlin responded that staff's role is to use their professional judgement, which is sometimes a different opinion from the Planning Commission's. Usually both the Planning Commission and staff have the same opinion. The Planning Commission's decision is presented to City Council along with staff's recommendation. If further discussion of this topic is necessary, staff will agendize it for a future meeting.

Chair Thomas stated that the role of the Planning Commission is to provide a sounding board for the City Council, which makes the final decision.

PUBLIC COMMENT

Jack Maccoun, 251 West G Street spoke against staff's recommendation. He referred to his June 8 letter with his findings that the proposed vacation does not conform with the General Plan. Mr. Maccoun provided a history of the easement. He pointed out that there is 8 feet of easement on the Crooks Mansion (Ruiz) property. If the easement is vacated, the portion on the Crooks Mansion property is stranded. The City provides no maintenance. The easement was paved by the adjacent property owners. Offsets for loss of the easement should be provided.

Leann Taagepera, 270 West H Street (271 West G Street), spoke in support of staff's recommendation. She explained that she did not request this action but does support it. On March 1, the City Council directed staff to address this issue. The driveway is for ingress and egress purposes. Historically, the roadway easement was used by horses and buggies. There was a separate sidewalk easement that was a trestle bridge. It was never paved and is currently part of her front yard. The easement was never used as a pedestrian trail or vista point. There is a fence between her property and Mr. Ruiz's property. She supports staff findings that this action is consistent with the General Plan.

Kathleen Olson, 820 First Street, spoke against staff's recommendation. She does not support staff's conclusions. She asked about the public noticing for this action and asked if there will be noticing for the City Council's action. The City's policies support public access and the bluff is very valuable real estate. Public access is important to the City and the General Plan.

Steve Bovarnick, Attorney for the Taagepera's, 199 Fremont Street, San Francisco, spoke in support of staff's recommendation. He provided additional history of the easements and its original purpose, which was ingress/egress for Mr. Crooks in 1889, before West 3rd Street was constructed. He agreed with staff's conclusion that the easement is obsolete. Access to the Crooks property is now from West 3rd Street.

PUBLIC COMMENT CLOSED

Commissioners and staff held a discussion that included the following:

Commissioner Smith commented that this was a better staff report. The easement conformance is a circulation issue. She asked if this applies to circulation?

Mr. Knox responded that staff focused on public access and the waterfront view. The original easement area was a driveway to the Crooks mansion. The mansion has street access now.

Commissioner Ernst stated that since the Taagepera's have access from West H Street, the easement is not needed. Regarding the Ruiz (Crooks) property, has the owner been asked what his opinion is of this action?

Mr. Knox explained that staff contacted Mr. Ruiz who stated he has no objection or interest in these proceedings.

Commissioner Oakes asked if this action was directed by the City Council. He asked what happened and why are we considering this action and will the City be compensated for the easement vacation?

Ms. McLaughlin answered that this action is a result of a mediation agreement the City entered into with the property owners. The City Council has not directed this action.

Mr. Knox added that the City Council did direct staff to participate in the mediation. What happened in the mediation process is not relevant to the action before the Planning Commission. The details of the mediation agreement are confidential. Yes, there will be compensation for the easement.

Commissioner Ernst stated that he was convinced by Mr. Maccoun and Ms. Olson's comments. He will vote against this action because there is no reason to vacate the easement at this point in time.

Chair Thomas stated that the proposed right-of-way easement vacation determination is clear and consistent with the General Plan. The original intent of this easement was for a set period of time, until West G Street was continued. The City may have an obligation to vacate all of the easement. This easement is not treated as public right-of-way, but private use. To eliminate the liability of the City, the easement should be vacated. The staff report was excellent and the facts support General Plan conformance.

Chair Thomas made an off-motion recommendation that the Planning Commission recommend to the City Council that they consider vacating the entire remaining portion of the public easements.

On motion of Commissioner Smith, seconded by Commissioner Oakes, the resolution finding the vacation of right-of-way easements along West G Street in conformance with the goals, policies and programs of the General Plan and adopted by the following vote:

Ayes:	Commissioner Oakes, Smith and Chair Thomas.
Noes:	Commissioner Ernst
Absent:	Commissioner Syracuse
Abstain (recused):	Commissioners Dean and Sherry

B. **(This item was formerly listed on the agenda as Item C.) AMENDMENT TO USE PERMIT AND VARIANCE FOR LANDSCAPING REQUIREMENTS TO EXPAND BENICIA HEALTH AND FITNESS CLUB**

PROPOSAL:

The owner of Benicia Health and Fitness Club requested an amendment to Use Permit 03PLN-00065 to expand the existing facility by constructing a two-story, 4,800 square foot addition, and change the hours of operation to 5 a.m. to 10 p.m. Monday through Friday, 7 a.m. to 7 p.m. on Saturday and 7 a.m. to 5 p.m. on Sunday, and also requested a variance that would permit the property owner to utilize and maintain either 3,690 or 5,134 square feet of City right of way to satisfy the minimum site landscaping requirement pursuant to Title 17, depending on whether the sought area continues to be owned by the City or is exchanged to the club owner (which may be the subject of future City Council consideration).

Recommendation:

Approve an amendment to Use Permit 03PLN-00065 to allow a building addition, modified hours of operation, and approve a variance for minimum site landscaping for the Benicia Health and Fitness Club located at 1150 West Seventh Street, based on the findings and subject to the conditions of approval set forth in the proposed resolution.

Commissioners Oakes and Sherry recused themselves due to conflict of interest.

Doug Vu, Associate Planner, provided the background and overview of the proposed project.

Staff distributed to the Commission, staff and members of the public a letter received via email from Mr. Roger Lipman, property owner at 2 Ridge Circle.

Mr. Knox commented on item number 2 in Mr. Lipman's letter concerning a 1994 agreement for the applicant to underground utilities from West 7th to West 6th Streets, including Ridge Circle. The agreement was to participate in a future underground district. Also, the 20% landscaping requirement may be accomplished through a maintenance agreement or a maintenance agreement and land swap. There will be a cost to the applicant if the City Council vacates the right of way.

PUBLIC COMMENT:

Applicant, Norm Koerner, 1150 West 7th Street, stated that it has taken him over a year to get to this point with his project. The health club has 2500 members and needs to expand. He asked for the Commission's support of the project.

Commissioner Dean asked Mr. Koerner about the noise issue raised in Mr. Lipman's letter. What hours are the classes held?

Mr. Koerner responded that Mr. Lipman doesn't reside here and his tenants have not complained about noise. The classes are held from 8 am to 7:30 pm.

Roger Lipman, 2 Ridge Circle commented that he does live on Ridge Circle, but he is gone a lot. He does not object to the project, his goal is to address the noise issue and landscaping on West 6th Street that has not been installed. The City should require landscaping to make this area look better. The music from classes is too loud, it can be heard outside of the building. He stated that he would like to see the sound mitigated, otherwise it is a good project.

Barbara Sorrentino, Manager of Benicia Health and Fitness Club, responded to the questions about class hours which are from 5 am to 8 pm, Monday through Friday. On Saturdays the Club opens at 7 am and there are no classes on the weekends that begin before 8:30 am. The Club is very conscious of noise, making sure the windows are closed during aerobic classes. Their staff has talked to residents on Ridge Circle and they are not bothered by the club's music or activities.

PUBLIC COMMENT CLOSED

Commissioners and staff discussed the following items: noise level limits (65 dB for day; 60 dB for night); the project traffic engineer is retained by the applicant; how does the number of parking spaces comply with the Climate Action Plan and Green building standards (applicant chose to use the high number of parking spaces and best management practices for storm water; green building standards are not mandatory for commercial uses); more bike racks required (there are existing bike racks on site); any change to the bus shelter or driveway (no); placement of new landscaping, signage, sidewalk responsibility; use of resilient channel for sound mitigation (new building technology available, will be up to the applicant to choose which type is used); is the roof top HVAC enclosed (it is not new and is screened).

A motion to approve staff's recommended resolution was made by Commissioner Ernst.

Commissioner Smith commented that she would rather see the applicant use the minimum parking spaces with additional trees for shade.

Mr. Vu responded that when the applicant submits his application for building permits, the City will require one new tree for each six parking spaces.

Commissioner Ernst made a motion and seconded by Commissioner Smith to amend the motion to include HPRC's recommendation to modify condition #20 for the applicant to incorporate the use of new sound baffling technology (resilient channel) during construction.

On motion made by Commissioner Ernst, as amended, and seconded by Commissioner Dean to approve an amended use permit (10PLN-00017) and a variance for minimum

site landscaping (11PLN-00018) for Benicia Health and Fitness Club located at 1150 West 7th Street and adopted by the following vote:

Ayes:	Commissioners Dean, Ernst, Smith and Chair Thomas
Noes:	None
Absent:	Commissioner Syracuse
Abstain (recused):	Commissioners Oakes and Sherry

C. (This Item was formerly listed on the agenda as Item B.) GENERAL PLAN CONFORMANCE FOR THE VACATION OF RIGHT OF WAY ALONG WEST MILITARY

PROPOSAL:

The property owner of Benicia Health and Fitness Club at 1150 West Seventh Street requested the vacation of approximately 3,572 square feet of existing City right of way along West Military between West Sixth and West Seventh Streets for the purpose of adjusting the lot size to match the apparent boundaries of the parcel property consistent with Title 17 of the Benicia Municipal Code. The applicant also proposed to deed to the City 2,038 square feet of private property along the eastern boundary of West Seventh Street between Military West and K Street that includes the public sidewalk and a portion of the roadway.

Recommendation:

Approve a General Plan Conformance to vacate right of way along West Military and acquire property along the eastern boundary of West Seventh Street between Military West and K Street consistent with the goals, objectives and policies of the General Plan and based on the findings set forth in the attached resolution.

Commissioners Oakes and Sherry recused themselves.

Charlie Knox gave a brief description of this project.

Commissioner Smith asked if the applicant will buy the land from the City.

Mr. Knox responded that in addition to the City vacating this right of way, the applicant will deed a strip of land along West 7th Street to the City. The difference in value will be agreed upon and paid by the applicant to the City, should the City Council approve the land exchange.

PUBLIC COMMENT

None.

On motion of Commissioner Dean and seconded by Commissioner Smith, to approve a resolution finding the vacation of right of way easement along Military West in conformance with the goals, policies and programs of the General Plan and adopted by the following vote:

Ayes:	Commissioners Dean, Ernst, Smith and Chair Thomas
Noes:	None
Absent:	Commissioner Syracuse
Abstain (recused):	Commissioners Oakes and Sherry

D. CONFORMANCE OF 2011-2031 CAPITAL IMPROVEMENT PROGRAM WITH THE GENERAL PLAN

PROPOSAL:

The Capital Improvement Program (CIP) has been updated as part of the FY 2011-13 budget process. The program includes capital improvement projects (building remodels, street overlays, waterline replacements, park playground installations), comprehensive studies (master plans, impact fee studies), special programs (stormwater program), and major vehicle and equipment replacement. Planning Commission review of the CIP is needed to ensure the program is consistent with the General Plan.

Recommendation:

Review the draft City of Benicia 2011-2031 Capital Improvement Program and make a determination that it is consistent with the General Plan.

Charlie Knox presented this item. He pointed out that there are no projects on the CIP that impact the General Fund, with the exception of $20,000/year for Park playground upgrades and maintenance. He also reviewed a few other modifications to the program.

PUBLIC COMMENT:

None.

PUBLIC COMMENT CLOSED.

Commissioner Smith commented that the Industrial Park needs some infrastructure projects completed to attract new businesses to the City.

Commissioner Ernst commented that there was a source of funds that was designated for the Industrial Park, that should be used.

Commissioner Sherry asked about the $75,000 for Master Plan Fee Study listed on both the Water Operations and the Water Capital Fund.

Mr. Knox explained that the cost of the study is shared by both funds, and budgeted to cost $150,000.

On motion of Commissioner Oakes and seconded by Commissioner Sherry determining that the City of Benicia draft 2011-31 Capital Improvement Program is consistent with the Benicia General Plan and adopted by the following vote:

Ayes:	Commissioners Dean, Oakes, Sherry, Smith and Chair Thomas
Noes:	Commissioner Ernst
Absent:	Commissioner Syracuse
Abstain:	None

VII. COMMUNICATION FROM STAFF

Charlie Knox informed the Commission that staff has been working hard to finalize and balance the FY 11/13 budget. On June 21, 2011 City Council will hold a budget session. The Public Works and Community Development Department has reduced its General Fund expenses by 1/3 over the past 2 years.

VIII. COMMUNICATION FROM COMMISSIONERS

Commissioner Dean asked for an update on the Rellik Tavern window sign.

Mr. Knox responded that the item is scheduled for the Planning Commission meeting in July.

Mr. Vu informed the Commission that the Rellik owner has submitted a sign permit application and a variance.

Commissioner Dean asked about organizational changes in the Department and asked staff to provide an organizational chart.

Charlie explained that we have 3 divisions at City Hall: Planning, Building, Engineering, plus Administration. The satellite locations include, Water Treatment, Wastewater Treatment, Water Quality and Maintenance Division. Staff will email the latest organizational chart to Commissioners.

IX. ADJOURNMENT

Meeting was adjourned at 9:10 pm.

BENICIA PLANNING COMMISSION
CITY HALL COUNCIL CHAMBERS
MEETING MINUTES

Thursday, May 12, 2011
7:00 p.m.

I. OPENING OF MEETING

A. Pledge of Allegiance

B. Roll Call of Commissioners

Present: Commissioners Don Dean, Rick Ernst, George Oakes, Belinda Smith, Lee Syracuse and Vice-Chair Rod Sherry

Absent: Chair Brad Thomas

Staff Present: Heather McLaughlin, City Attorney
Lisa Porras, Senior Planner
Doug Vu, Associate Planner
Kathy Trinque, Administrative Secretary

C. Reference to Fundamental Rights of Public - A plaque stating the Fundamental Rights of each member of the public is posted at the entrance to this meeting room per Section 4.04.030 of the City of Benicia's Open Government Ordinance.

II. ADOPTION OF AGENDA

Heather McLaughlin, City Attorney, suggested that the Commission consider moving Item IV.A. (Open Government Awareness Training) to the end of the regular agenda items.

On motion of Commissioner Ernst, seconded by Commissioner Oakes, the agenda was adopted, as amended, by the following vote:

Ayes: Commissioners Dean, Ernst, Oakes, Smith, Syracuse and Vice-Chair Sherry
Noes: None
Absent: Chair Thomas
Abstain: None

III. OPPORTUNITY FOR PUBLIC COMMENT

A. WRITTEN

None.

B. **PUBLIC COMMENT**

None.

IV. **PRESENTATION**

A. **COMPLETION OF OPEN GOVERNMENT AWARENESS TRAINING**

(agenda order amended – this item moved to after Item V.B.)

V. **CONSENT CALENDAR**

A. **Approval of Minutes of April 14, 2011**

On motion of Commissioner Oakes, seconded by Commissioner Dean, the Consent Calendar was adopted by the following vote:

Ayes: Commissioners Dean, Ernst, Oakes, Smith, Syracuse and Vice-Chair Sherry.
Noes: None
Absent: Chair Thomas
Abstain: None

REGULAR AGENDA ITEMS

A. **GENERAL PLAN CONFORMANCE ASSOCIATED WITH VACATION OF RIGHT OF WAY EASEMENT ALONG WEST G STREET**

Description:

Vacating and selling this easement would allow the property owner of 270 West H Street to purchase the 1,125 square foot easement along West G Street located on their property approximately 25 feet north of the southerly property boundary.

Recommendation:

Consistent with the Benicia Municipal Code, staff recommended that the Planning Commission approve a resolution finding the vacation of right-of-way easement along West G Street in conformance with the goals, objectives and policies of the General Plan and based on the findings set forth in the attached resolution.

Vice-Chair Sherry and Commissioner Syracuse recused themselves for this item due to conflict of interest. Rick Ernst acted as Commission Chair.

Heather McLaughlin, City Attorney, presented an overview of the staff report to the Commission. This item is on the agenda for the Planning Commission only to determine if this action conforms to the General Plan, not whether the Commission agrees with the easement vacation. That action will be considered by the City Council. This action results from a mediation settlement agreed to by the City and therefore further details are confidential.

Commission Smith pointed out a typographical error on the Resolution.

Commissioner Oakes stated that this easement has been in place since the 1800's and he was not aware of it because it is not signed as public access. He asked if notices were sent to the neighborhood. The City should receive an offset for the loss of public access.

Ms. McLaughlin responded that a public notice is not required for this action. When it goes before City Council for final action, the public notice requirement applies.

Commissioner Dean asked if the easement continues to the west and what happens to the remainder of the easement.

Ms. McLaughlin responded that at a future date the City would recommend abandonment of the remaining easement section. The public has not had access to this easement because it has been gated off for many years. The purpose of this action is to settle a neighbor dispute and remove a liability for the City.

Commissioner Ernst asked for clarification of the plat map. If this easement was a path above the shoreline it is not being used for its original purpose. Does the easement at 251 W. G Street remain in place?

Ms. McLaughlin responded that the easement does not go through -- it stops in the middle of the property. There are technically two easements shown on the map. The easement at 251 West G Street does remain in effect.

Public Comment

Jack MacCoun of 251 West G Street referred to his letter that was sent to the Planning Commissioners. He brought pictures of the area for the Commissioners. He spoke against staff's recommendation because the General Plan Goal 2.20 does not apply to this easement because there is a gate across the easement. The property owner's stated reason that this easement vacation is to make their property more accessible and visible for emergency vehicles does not apply. There is no need to sell the easement. Public noticing of this action should be required.

Kathleen Olson of 920 First Street also spoke against staff's recommendation. The public should not lose its rights to public access because the easement is fenced. The City Parks and Recreation Department strives to obtain public access to the shoreline and insurance is available for a public access liability. She was surprised that there was no public notice for this action and was not impressed with staff's report. She agrees

with the previous speaker, that Mr. MacCoun's General Plan goals on his letter were on point.

Leann Taagapera of 271 West G Street/270 West H Street is the property owner. She clarified that she did not request this action, rather it is the result of a mediation agreement. There is currently no public access to her front yard. This easement has been gated off since 1907 (she brought a postcard to illustrate this). She also brought pictures for the Commission. The easement leads to nowhere. This vacation is consistent with the General Plan. She spoke in support of staff's recommendation.

John Jacobs, Benicia resident, asked if the City is giving up the public's right to this area. There would be public interest in preserving public access to this area. Why wasn't the public notified.

Ms. McLaughlin responded yes, the public would be giving up its rights to access this area.

Commissioner Ernst also responded that the Planning Commission is making a recommendation to the City Council concerning General Plan conformance. At this point there is no requirement for public notice – that will occur when it goes before the City Council.

Public Comment Closed.

Commissioner Smith asked who the applicant was. She stated concern about the need for public access along the shore. But since this easement doesn't go anywhere, she sees the advantage to the City for abandonment.

Ms. McLaughlin responded that the City is applicant.

Commissioner Dean commented that staff is asking for a Commission recommendation with a very narrow and artificial purview, which is only that this action conforms with the General Plan. It is mysterious that the City is the applicant for removing the public easement. He finds it troublesome that the context of this action is missing from the staff report because mediation agreements are confidential. The City should provide public noticing of this type of action even if it is not required.

Commissioner Oakes agreed with Commissioner Dean's comments. He does not want to close off public access to this area. It is a hidden gem. Just because it is gated, does not mean the City should give up the public's right to this area. The existing gate and vegetation hinders the view. The City should retain the easement as long as possible. He also submitted photos of the easement area.

Commissioner Dean stated that usually when staff asks for conformance with the General Plan, there's more information in the staff report. It's not clear what the intent of the City is. What happens to the rest of the easement if only part of it is vacated. He asked if this is a one-time action.

Commissioner Ernst asked who initiated this action.

Ms. McLaughlin stated that she did not remember specifically which property owner requested it. She pointed out that it is a good idea to resolve this issue between neighbors.

A motion was made by Commissioner Smith to adopt the resolution finding the vacation of right-of-way easement along West G Street in conformance with the Goals, Policies and Programs of the General Plan.

No second was made. The motion failed.

A motion was made by Commissioner Oakes and seconded by Commissioner Dean to return this item to staff for further analysis with the General Plan goals that would either support or not support this easement vacation and bring it back to a meeting no later than July 2011. The motion was adopted by the following vote:

Ayes: Commissioners Dean, Ernst, Oakes and Smith

Noes: None

Absent: Chair Brad Thomas

Abstain: (Recused) Commissioner Syracuse and Vice-Chair Sherry

B. APPEAL OF THE HISTORIC PRESERVATION REVIEW COMMISSION'S APPROVAL OF DESIGN REVIEW FOR EXTERIOR MODIFICATIONS TO THE STOREFRONT LOCATED AT 724 FIRST STREET

Description:
The appellant filed an appeal of the Historic Preservation Review Commission's requirement to remove the existing metal window sign that is in violation of the Downtown Historic Conservation Plan's signage policy as part of the design review approval to modify the façade of the existing commercial storefront located at 724 First Street. The original application for exterior modifications included painting of the walls and trim and replacement of the front door to match the existing color scheme and door of the adjacent storefront at 726 First Street.

Recommendation:
Uphold the Historic Preservation and Review Commission's approval of Design Review 11PLN-0005, based on the findings and with the conditions contained in the Draft Resolution.

Doug Vu, Associate Planner, provided a brief overview of this item that included the history of the Historic Preservation and Review Commission's action and details of the application. During staff's review of the initial application, staff discovered a sign in the window. There is a building permit on file for construction of the interior brick wall and shadow box, but no existing sign application is on file. The window sign is non-conforming within the Downtown Historic District. Mr. Vu read the definition of a sign from the code. The metal "Rellik Tavern" piece displayed in the window is consistent with the City's definition of a window sign, therefore staff recommends denying the appeal.

Commissioner Ernst asked when the tiles in front of Benicia Home Improvement were painted.

Mr. Vu answered that we don't have that information at this time. He clarified that the recommendation tonight also recommends that the tiles at this location not be painted.

Commissioner Dean asked if the issue is that the sign is in the window.

Mr. Vu responded that it is whether or not the metal piece meets the definition of a window sign.

Vice-chair Sherry asked what if the metal piece was 20 feet back from the window.

Mr. Vu responded that if the wall structure was set back and something was in between the window and the metal piece, it would not be considered a sign but since it is mounted on the wall and enclosed, it appears to be constructed purposely to be viewed from the outside.

Commissioner Smith asked how staff determined the depth of the piece from the window. Usually a window sign is on the window or behind the window. She stated that she was surprised that this item was pulled aside because there is no application for it. This issue should have been handled at staff level and is confused about the distance between the window and the metal piece and when it stops being considered a window sign. As an art piece, this may be a subjective determination.

The Commission and staff discussed how signs are enforced on First Street and details concerning sign definition interpretation. The City's policy is that sign enforcement occurs after a complaint is received. In this case, it was discovered in the process of an application review and therefore staff has a responsibility within the context of the project to make sure there is compliance with the code. The reason it is considered a sign is because the metal piece is in the shape of the Rellik's logo, it has the company name on it and it is directly behind the window.

Public Comment:

Delando Pegan, appellant and owner of the Rellik Tavern stated that there is an unspoken rule that business owners "do first, ask forgiveness later." He stated his goal is to have an upscale bar, be a positive business example and follow every rule. His two reasons for the window display were to prevent a "smash and grab" and to promote his business. He has spent $6,000 to build the case around the art work. He has received no complaints and the City has received no complaints. He researched some other cities' window sign definitions and read them to the Commission. Our ordinance should be revised to include the allowed distance from the window.

Tom Hamilton, co-owner of the Rellik Tavern stated that the window display does not harm the community. He asked if its removal would serve the community. He asked how the City would enforce other business signs in the downtown and who complained about this window sign.

The Commission and staff discussed a sign variance process.

Harry Newhall of 275 East L Street spoke in support of the appellant. He is a patron of the Rellik and he agrees with Commissioner Smith that this is a subjective call on the part of staff. There is no defined measurement for a display behind the window. The ordinance should include dimensions.

Sam Houston, business owner at 739 First Street, ABC Music, spoke in support of the appellant. He stated that he recently moved his store to First Street. He has experience working with businesses as the Downtown Asset Manager. The ordinance language is vague and restrictive. He stated concern that he would not be allowed to display merchandise in this window. The code should be clear. Businesses depend on merchandise displays for the public to see what the business sells.

John Jacobs, patron of the Rellik, spoke in favor of the appellant. He stated that the City's code sounds broad and ambiguous. The Rellik's display is not really a sign. He pointed out that there is a lot of drama over an improvement that is beautiful. The City has wasted too much time on this item.

Tony Shannon, of 28 Buena Vista, spoke in favor of the appellant. He distributed pictures of other businesses on First Street. He agrees that this action is a "slippery slope" and consists of selective enforcement on the part of the City. The Code definition is too broad. He asked what was the intent of the business owner. That in this case it was to make a piece of art that is more than a sign. The sign ordinance should be revised.

John Wilson, a Benicia resident, spoke in favor of he appellant. He pointed out that there is enough evidence here that this window display is not a sign. He asked if the City making it easy or hard to do business here. This business makes everything look better on First Street. The metal piece should be called art.

An unidentified resident from Hanlon way spoke in favor of the appellant. He stated that the Rellik complied with the building code and he does not support the "after the fact" enforcement. He is in favor of the window sign remaining.

Closed Public Comment.

Commissioner Ernst asked the appellant to clarify their position.

Mr. Pegan stated that they wish to proceed with painting the exterior of the building the same colors as their building next door so it looks like one business. He stated that he is in agreement with the HPRC's approval, except regarding the tile painting. However, the design review approval is contingent on the window sign. He stated that they will comply with HPRC's decision, but they are appealing the sign issue.

The Commission discussed the following: promoting business by not endorsing selective sign enforcement; the HPRC's decision details; whether to modify the existing sign ordinance to better define window signs; whether this is a process issue because HPRC is not a regulatory commission.

Commissioner Oakes asked staff if the Rellik owners applied for a sign permit for their business at 726 First Street (next door).

Mr. Vu answered that they did apply for a sign permit for that address. If the appellant had consulted with staff prior to their building permit, or applied for a sign permit, staff could have advised them that this type of window sign does not comply.

Commissioner Dean stated that this sign looks great, but unfortunately he must support staff's and the HPRC's decision. Staff is required to interpret the code.

Vice-chair Sherry stated that staff did the right thing in this case. The City cannot turn a blind eye to this issue. The metal piece operates as a sign. He stated that he agrees that the sign ordinance is vague about window signs, but he is reluctant to cause local merchants to re-do something like this when it wasn't clear in the ordinance. The intent of the ordinance was to prevent neon and/or gaudy signs on First Street, which is not the case here.

Commissioner Syracuse suggested that it may be possible to continue this item and in the interim allow filing of a variance by the appellant.

Ms McLaughlin stated that the Commission may achieve the same result by determining that this metal piece is not a sign, which would give the business owner some finality.

The Commission continued discussing whether the metal piece should be considered a sign according to the City's ordinance.

A motion was made by Commissioner Oakes and seconded by Commissioner Dean to approve staff's recommendation to uphold the Historic Preservation and Review Commission's approval of Design Review 11PLN-0005, based on the findings and with the conditions contained in the draft resolution.

Ayes:	Commissioners Dean, Oakes and Syracuse
Noes:	Commissioners Ernst, Smith and Vice-Chair Sherry
Absent:	Chair Thomas
Abstain:	None

The motion was not adopted.

The Commission continued discussing the HPRC process and the sign approval process.

Mr. Pegan, appellant, asked to speak about the HPRC decision. He stated that the HPRC approved the new paint colors, the brick, and the façade. The sign issue was separated from the other actions. Some of the HPRC members did not want the sign issue included in the approval package.

A motion was made by Commissioner Ernst and seconded by Commissioner Smith to uphold the HPRC decision in part and deny in part the section concerning the metal sculpture, adding a "whereas that the metal sculpture is not a sign"

Ayes:	Commissioners Ernst and Smith
Noes:	Commissioners Dean, Oakes, Syracuse and Vice-Chair Sherry
Absent:	Chair Thomas
Abstain:	None

The motion was not adopted.

The Commission continued discussing with staff various options to move forward with this item.

Mr. Pegan stated that he wishes to move forward with the rest of the façade work that was previously approved by the HPRC.

A motion was made by Commissioner Oakes, seconded by Commissioner Smith, to approve the staff report and resolution as drafted, striking all mention of the window sign, and continue the sign appeal by applying for a sign permit and a sign variance within two months from this meeting and was adopted by the following vote:

Ayes:	Commissioners Dean, Ernst, Oakes, Smith, Syracuse and Vice-Chair Sherry
Noes:	None
Absent:	Chair Thomas
Abstain:	None

The Commission reconvened after a short break.

By consensus, the Commission agreed to postpone the Open Government Awareness Training until the next meeting.

VII. COMMUNICATION FROM STAFF

Lisa Porras, Senior Planner, announced staff's plan to increase awareness about the City's Housing Rehabilitation Loan Program for interested low to moderate income residents.

VIII. COMMUNICATION FROM COMMISSIONERS

Commissioner Oakes requested that for future staff reports, staff provide more detailed information with better maps and graphics.

Commission Oakes asked how to proceed, before a meeting, he is asked by property owners to meet with them on items scheduled on a Planning Commission agenda.

Ms. McLaughlin responded that the Commissioner might, at the beginning of the item, state what occurred and who the Commissioner met with (an ex-parte disclosure).

Commissioner Smith asked what the appropriate process is to ask questions from staff prior to a Planning Commission meeting?

Ms. Porras responded that Commissioners can email the staff member and cc: Kathy Trinque for the record.

IX. ADJOURNMENT

Meeting was adjourned at 10:20 pm.

AGENDA ITEM
CITY COUNCIL MEETING DATE - SEPTEMBER 6, 2011
BUSINESS ITEMS

DATE : August 23, 2011

TO : City Manager

FROM : Public Works & Community Development Director

SUBJECT : **BIANNUAL PAVEMENT CONDITION UPDATE REPORT**

RECOMMENDATION:
Receive a report on the condition of Benicia's streets by Margot Yapp of Nichols Consulting Engineers.

EXECUTIVE SUMMARY:
The Pavement Condition Index (PCI) is updated every two years and is funded by a grant from the Metropolitan Transportation Commission (MTC). PCI for Benicia streets is 62, which is in the "At Risk" category (formerly designated as "Fair"). An average annual allocation of $1.1 million is needed to maintain this rating. Sufficient funds exist to meet that objective through 2012-13. Improving the PCI to 70 ("Good") would require $2.5 million per year, and staff is investigating additional funding opportunities.

BUDGET INFORMATION:
The following table shows the funding sources for street resurfacing through FY 2012-13, none of which are General Fund accounts.

Funding Source	FY 2011-12	FY 2012-13
Solid Waste Agreement		145,000
Federal Grant	371,000	
Prop 1B	350,000	149,000
Regional Measure 2 (Intermodal)	413,000	
Gas Tax	490,000	540,000
	$ 1,624,000	$ 834,000

GENERAL PLAN:
Resurfacing supports the following General Plan goal:
- Goal 2.28: Improve and maintain public facilities and services.

STRATEGIC PLAN:
Resurfacing supports the following General Plan goal:

- Strategic Issue 4: Preserving and Enhancing Infrastructure

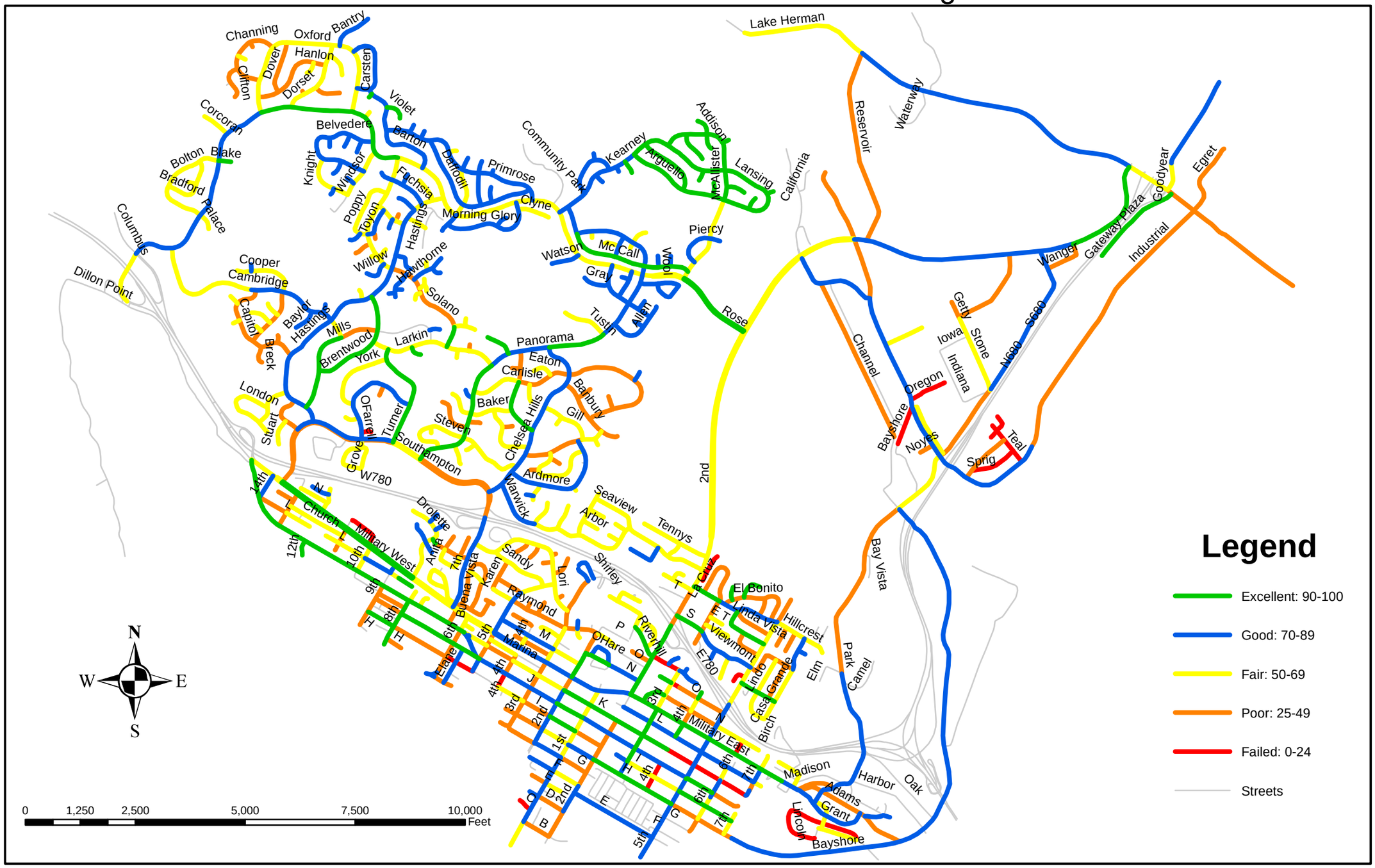
BACKGROUND:
Benicia's street network has 190 lane miles and is valued at $109 million. The network is evaluated using maintenance management software that was developed by MTC and is used by public agencies throughout the Bay Area. The Pavement Management Program (PMP) maximizes the return from expenditures by assisting the City in implementing a comprehensive rehabilitation and maintenance program; and assures the selection of the most cost effective repairs for our street network. All Cities submitting projects to MTC for funding must have a certified pavement management program.

Benicia was recently awarded a $22K grant from MTC to update the City's Pavement Management Program, including completion of a new roadway condition assessment, renewal of the pavement management software, and repopulating the City's road network database with the new information. The update was performed by Nichols Consulting Engineers, which was selected by MTC.

Next year's street improvements will include a large overlay project in the industrial park, slurry sealing of residential streets and courts, and patching throughout town. Specific locations for these improvements will be determined over the winter using the MTC software, which evaluates the cost-effectiveness of repair based on pavement condition for each individual street segment.

Attachments:
- Pavement Condition Index map
- State of the Pavements Slide Presentation
- Pavement Management Program Update
- Margot Yapp Resume

2010 Benicia Street Network PCI Ratings



VIII.D.3

VIII.D.4

"State of the Pavements"

Presented by:

Nichols Consulting Engineers, Chtd.
September 6, 2011

What Is A Pavement Management Program?

- Tool to make cost-effective decisions on streets
- Answers 4 main questions:
  - What does Benicia have in the street network?
  - What condition is it in?
  - What repairs are needed and when?
  - How much money is required to maintain or improve streets cost-effectively?
- We use MTC's StreetSaver® software

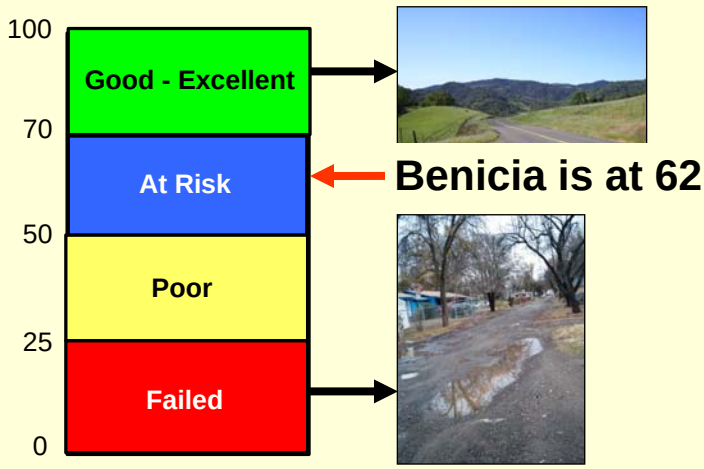
Benicia's Street Network

- 93.76 centerline miles
- **Estimated $109 million investment**

Functional Class	Total Miles
Arterial	17.14
Collector	15.44
Residential/Local	61.18
Total	93.76

3

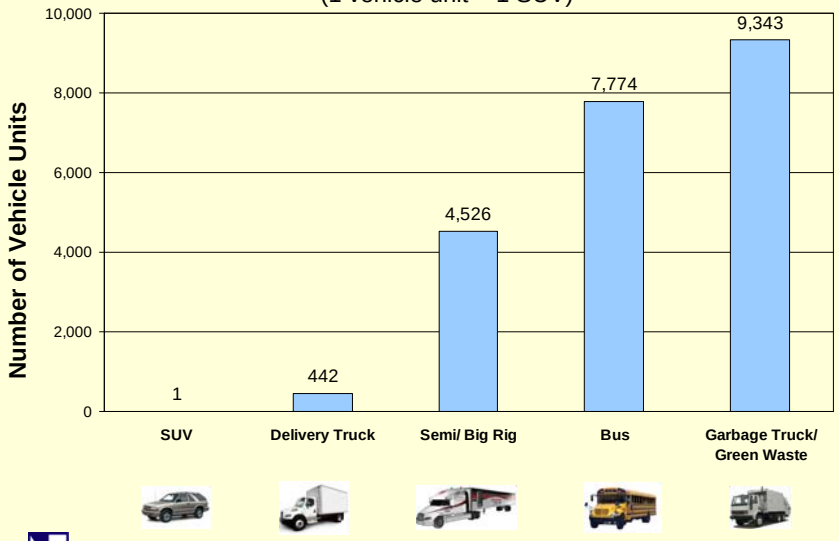
How is Condition Measured?



4

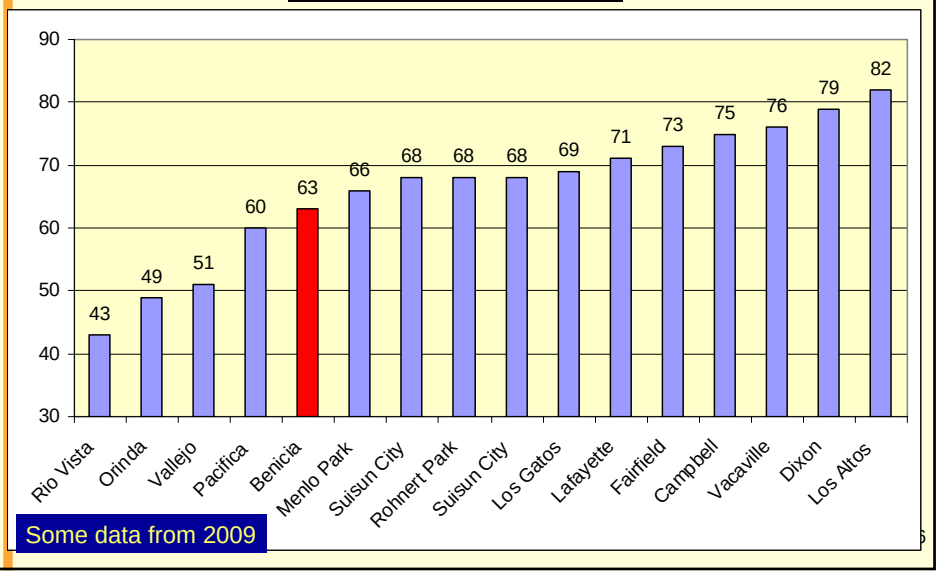
Pavement Stress Per Trip

(1 vehicle unit = 1 SUV)

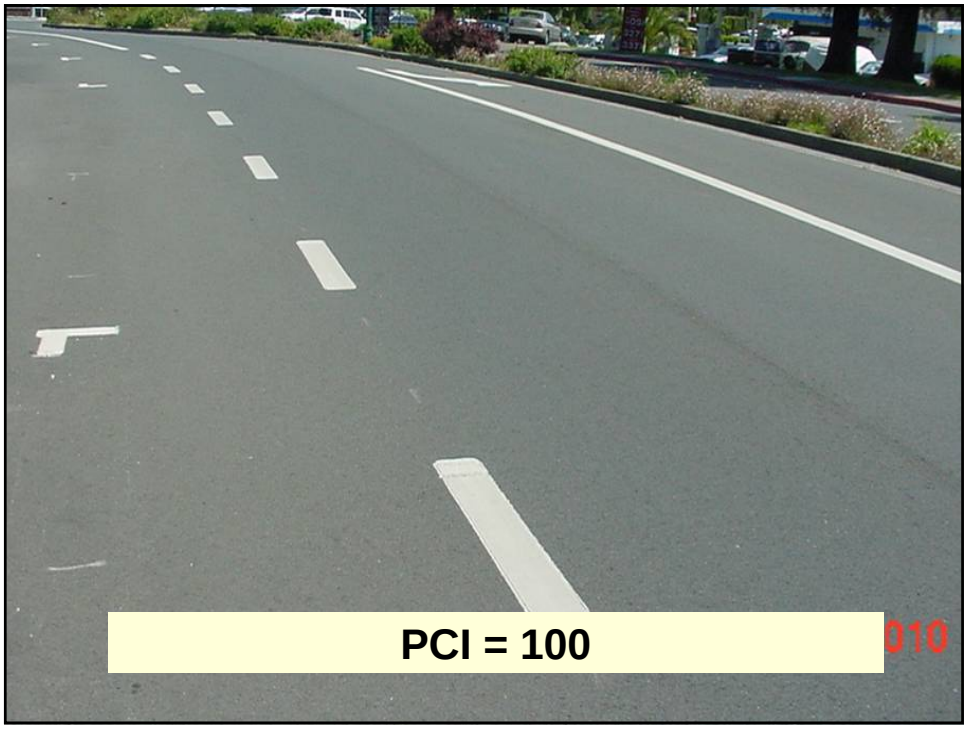


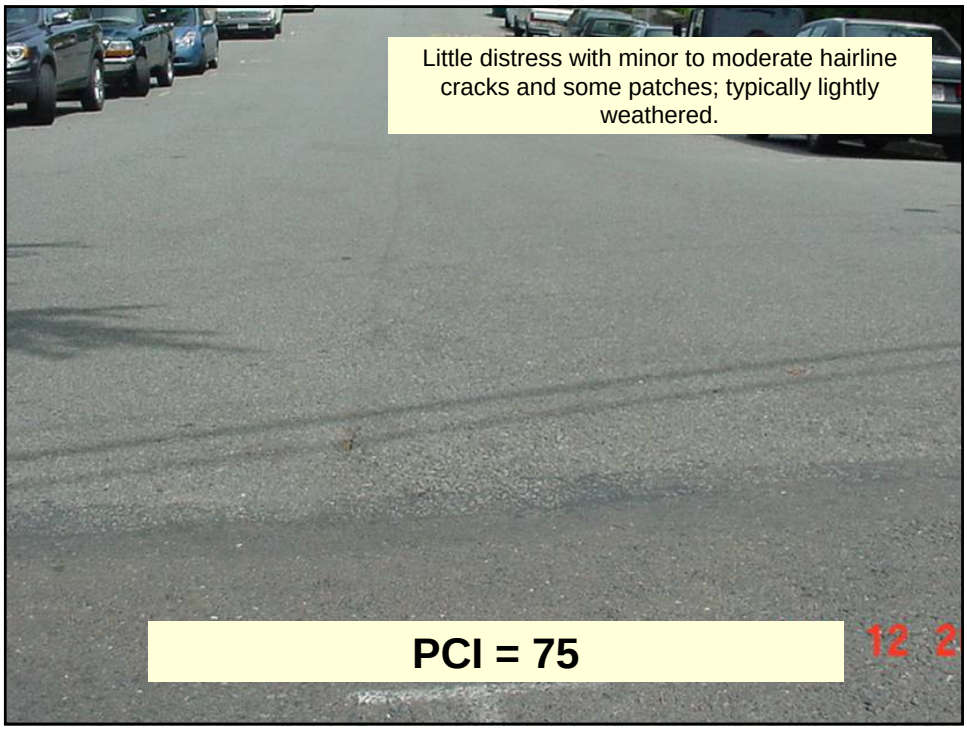
Source: Pavement Engineering Inc.

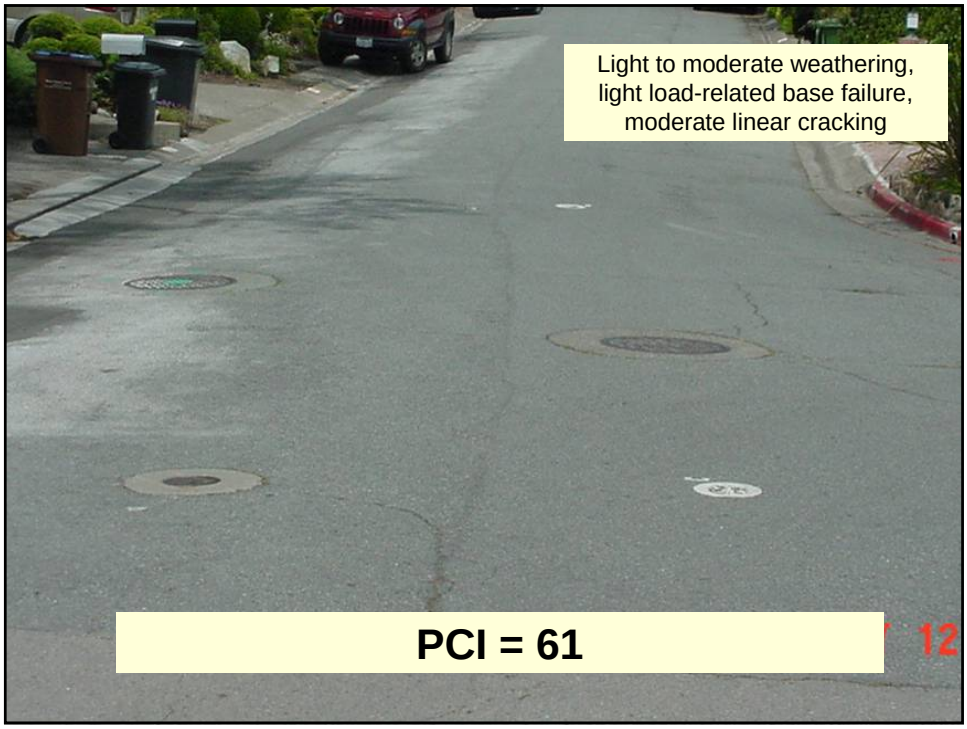
How Does Benicia Compare to Other Cities?

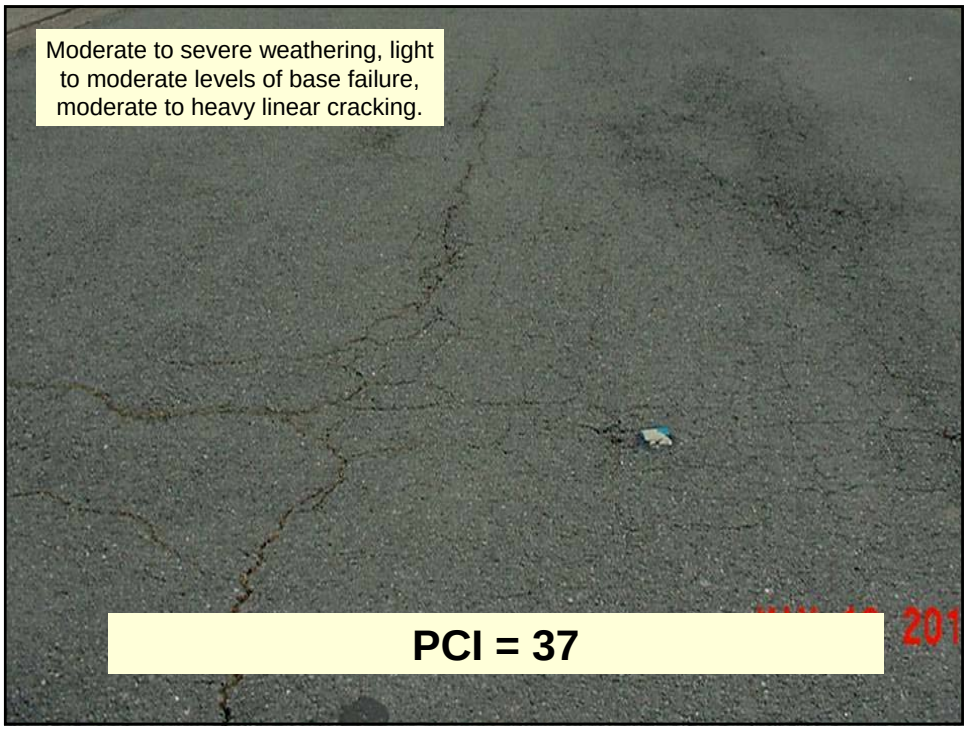


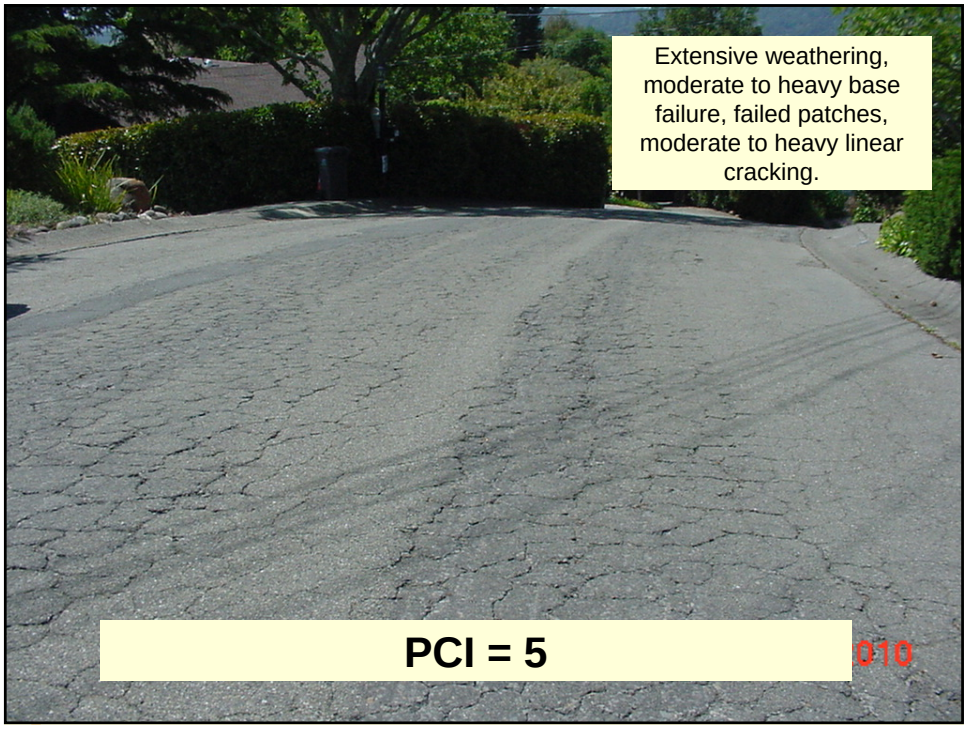
Some data from 2009


PCI = 100


Little distress with minor to moderate hairline cracks and some patches; typically lightly weathered.
PCI = 75


Light to moderate weathering, light load-related base failure, moderate linear cracking
PCI = 61

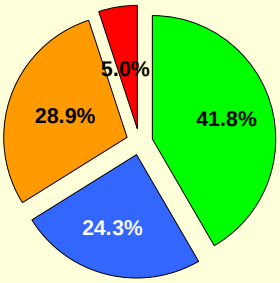

Moderate to severe weathering, light to moderate levels of base failure, moderate to heavy linear cracking.
PCI = 37



2010 Average PCI

Average PCI = 62
PCI Range = 0 to 100

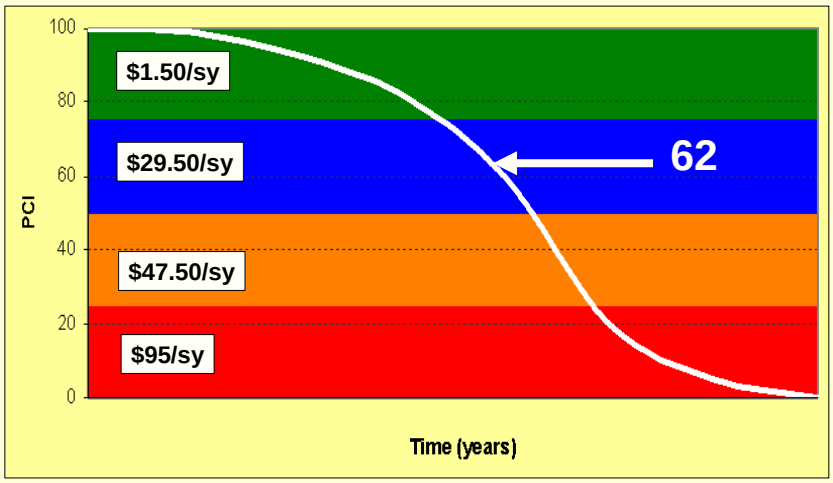
- Good (70-100)
- At Risk (50-69)
- Poor (25-49)
- Failed (0-24)



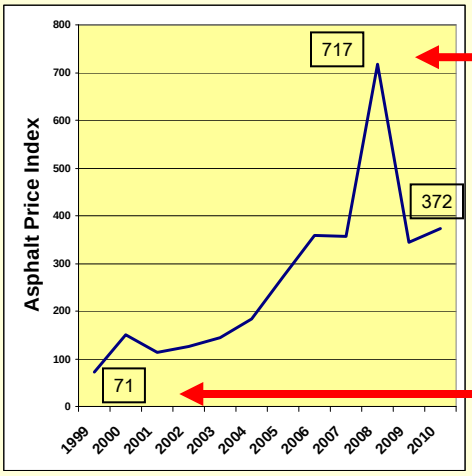
*** % of pavement area**

12

"Pay Now or Pay More Later"



How Did We Get Here?



- Pavements are deteriorating rapidly
- Asphalt prices have increased five-fold since 1999
- Funding has not kept up

Policy Considerations

- Ensure Benicia is competitive for federal funding i.e.
  - Apply preventive maintenance policies
- Comply with policies for:
  - Sustainable communities
  - Environment
  - Local economy
- Ensure acceptable quality of life for residents & visitors
  - Smoother rides
  - Lower maintenance costs for vehicles
- Ensure taxpayer's investment in transportation infrastructure is protected

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Questions?

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55.94.20

City of Benicia

Pavement Management Program Update (P-TAP 11)

Submitted to:

City of Benicia
Public Works Department
250 East L St.
Benicia, CA 94510

January 2011

55.94.20

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Background

Nichols Consulting Engineers, Chtd. (NCE) was selected by MTC to update the City of Benicia's arterials and collectors and 10% of the residential streets (38.6 centerline miles or 145 sections total). The network is comprised of approximately 93.8 centerline miles of which 17.1 are arterials, 15.4 are collectors, and 61.2 are residential/local streets.

The unit costs of the pavement maintenance strategies were also updated based on recent 2010 bid tabs from other agencies in the region. Then, a budget needs analysis was performed. In addition, four budgetary scenarios were analyzed. This report presents a summary of our analyses.

Purpose

The purpose of this report is to assist decision makers in utilizing the results of the Metropolitan Transportation Commission (MTC) Pavement Management Program (PMP). Specifically, this report links the PMP recommended repair program costs to the City of Benicia's current and projected budget alternatives to improve overall maintenance and rehabilitation strategies. This report assesses the adequacy of ideal and projected revenues to meet the maintenance needs recommended by the PMP program. It also maximizes the return from expenditures by:

(1) implementing a multi-year road rehabilitation and maintenance program;
(2) developing a preventive maintenance program; and
(3) selecting the most cost effective repairs.

This report assists the City of Benicia with identifying maintenance priorities specific to its needs. This study examines the overall condition of the road network and highlights options for improving the current network-level pavement condition index (PCI). These options are developed by conducting "what-if" analyses using the City of Benicia pavement management system database. By varying the budget amounts available for pavement maintenance and repair, one can show how different funding strategies can impact the City's roads over the next five years.

Network Description

The City of Benicia is responsible for the management, repair and maintenance of approximately 93.8 centerline miles of pavement, or 552 pavement sections. The table below summarizes the lengths of the road network by functional class.

TABLE 1. Network Summary Statistics for the City of Benicia

Functional Class	Sections	Centerline Miles	Lane Miles
Arterial	56	17.14	36.57
Collector	45	15.44	30.88
Residential/Local	451	61.18	122.24
Total	**552**	**93.76**	**189.70**

The network replacement Cost is defined as the reconstruction of all the pavement sections in the City. **The network replacement cost of the City's pavements is estimated at $109 million.**

Pavement Current Condition

The pavement condition index, or PCI, is a measurement of pavement grade or condition and ranges from 0 to 100. A newly constructed road would have a PCI of 100, while a failed road would have a PCI of 10 or less. The average 2010 PCI of the street network of the City is 62 (Note that this is a decrease from 2008, when the average PCI was 65). Figure 1 illustrates the definitions of the pavement condition categories. Detailed PCI results can be found in Section 1 of this report.

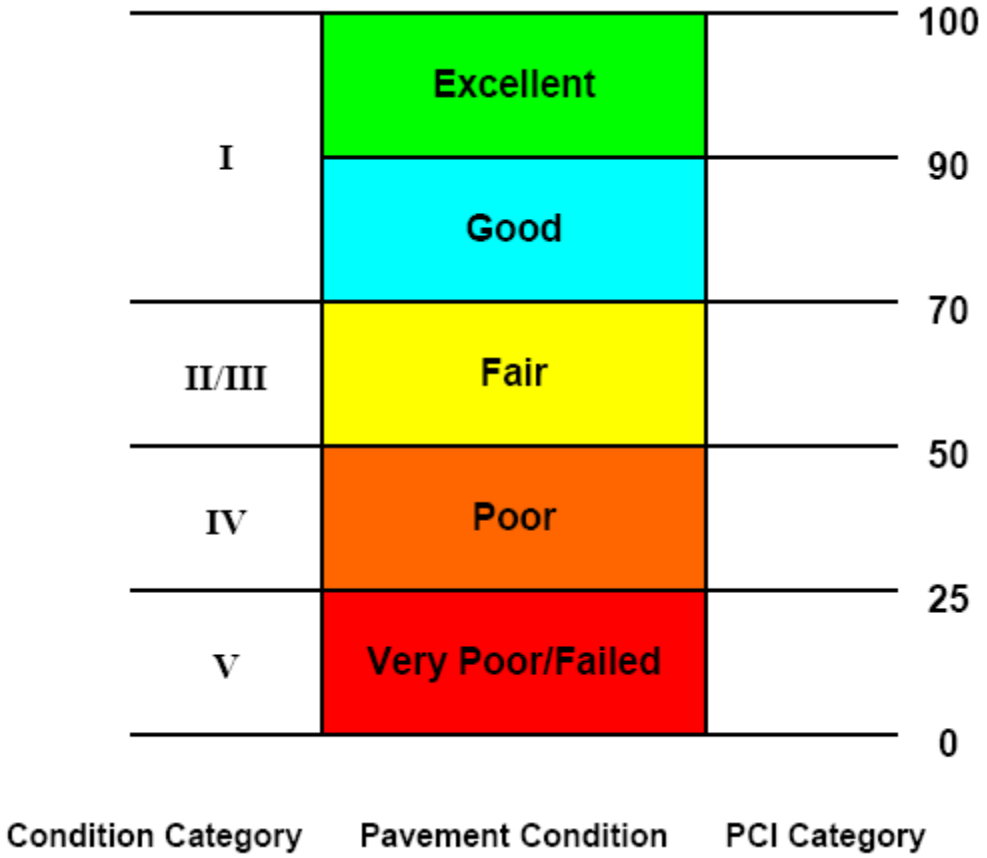

FIGURE 1. Pavement Condition Categories by PCI

The City has been utilizing crack seals and surface treatments, such as slurry seals, as a means of preventive maintenance when the pavements are in “fair” condition or above. When the pavement condition deteriorates to lower levels, overlays and reconstruction have been performed. Deep patching or base repairs are commonly used as preparation prior to overlays.

Table 2 below summarizes the average condition of the road network by functional class. Compared with the 2008 report (PCI = 65), both the network average PCI and PCI for each functional class decreased. This is due to the City's current funding levels, which is not sufficient to maintain the network.

TABLE 2. Pavement Condition Summary by Functional Classification (2008-2010)

Functional Class	2008 Average PCI	2010 Average PCI
Arterial	68	66
Collector	85	81
Residential/Local	59	56
All	**65**	**62**

Nearly half (41.8%) of the City's pavement area is in the "good" or "excellent" condition category, while about 33.9% of the pavement area falls in the "poor" category or below. Figure 2 summarizes the percent of pavement area by condition category. Again, when compared with 2008, this shows a general trend towards the poorer pavement condition categories.

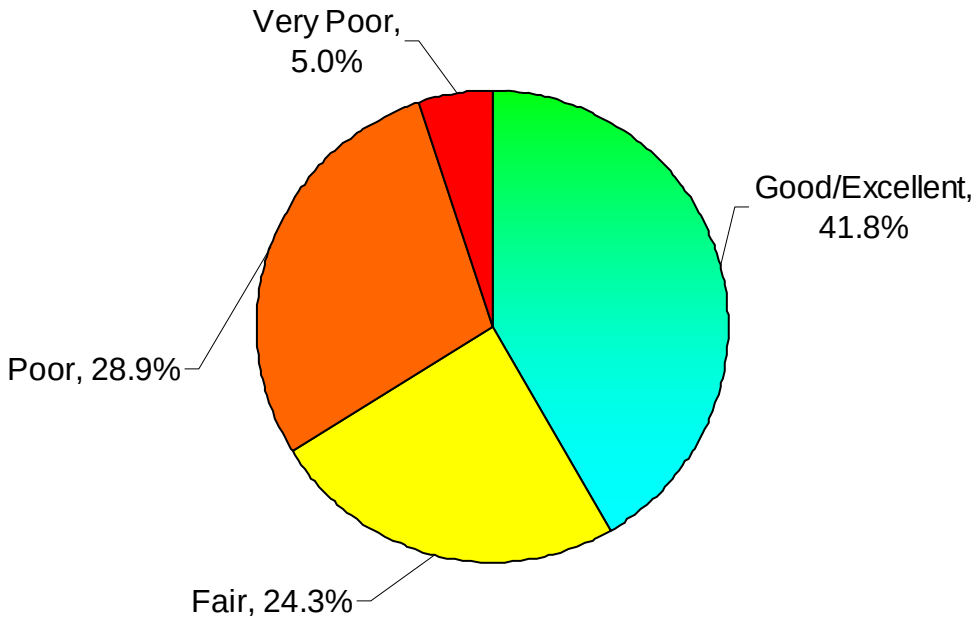

FIGURE 2. Pavement Condition Summary by Condition Category (2010)

Budget Needs

Based on the principle that it costs less to maintain roads in good condition than those in bad condition, StreetSaver strives to develop a maintenance strategy that will improve the overall condition of the network to an optimal PCI and then sustain it at that level. Although the **average 2010 PCI of the network is 62**, which is in the middle of the "fair" condition category, a significant portion of the network suffers from load-related distresses. In addition, there is currently a significant backlog of $1.11 million for **preventive maintenance** over the next five years. If these are not addressed, the quality of the road network will inevitably decline. In order to correct these deficiencies, a cost-effective funding and maintenance and rehabilitation strategy must be implemented.

The first step in developing a cost-effective maintenance and rehabilitation strategy is to determine the maintenance "needs" of the roadway network. Using the StreetSaver budget needs module, maintenance needs over the next five years were estimated at approximately $32.5 million for the City. This is an increase of approximately $9.2 million from 2008. If the City of Benicia follows the strategy recommended by the program, the average network PCI will increase to 85. The results of the budget needs analysis are summarized in the table below.

TABLE 3. Summary of Results from Needs Analysis

Year	2011	2012	2013	2014	2015	Total
PCI Treated	79	78	80	80	85	NA
PCI Untreated	62	60	57	55	53	NA
Preventive Maint. ($M)	0.74	0.11	0.14	0.06	0.06	1.11
Rehabilitation ($M)	14.66	2.09	4.06	2.64	7.84	31.39
Total Needs ($M)	**15.4**	**2.2**	**4.2**	**2.7**	**7.9**	**32.5**

Table 3 illustrates the level of expenditures required to raise the pavement condition to a network PCI goal of 85 and eliminate the current maintenance backlog. The results of the budget needs analysis represent the ideal funding strategy recommended by StreetSaver. Of the $32.5 million in maintenance needs shown, approximately $1.11 million (3.4%) is earmarked for preventive maintenance or life-extending treatments, while all the rest (96.6 %) is allocated for the more costly rehabilitation and reconstruction treatments.

The unit costs for the maintenance and rehabilitation strategies used in this analysis were updated based on 2010 bid tabs received by other agencies in the region.

Figure 3, below, demonstrates that pavement maintenance follows the old colloquial saying of "pay me now, or pay me more later." History has shown that it costs much less to maintain roads in good condition than to repair roads that have failed. By allowing pavements to deteriorate, roads that once cost $1.50 per square yard ($/sy) to slurry seal may soon cost $47.50/sy to overlay or $95/sy to reconstruct. In other words, delays in repairs can result in costs increasing as much as 50-fold. The treatments are formalized in the maintenance and rehabilitation decision tree as shown in Section 2.

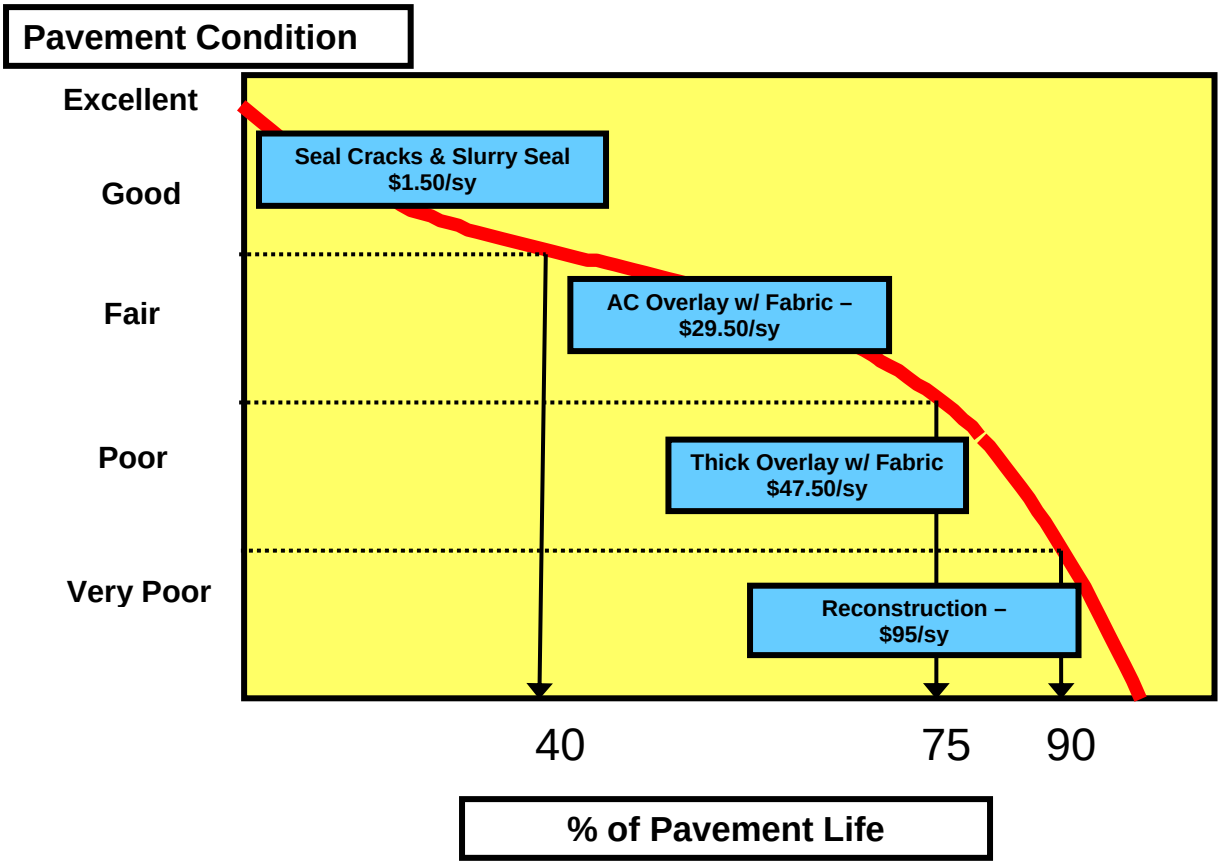

FIGURE 3. Costs of Maintaining Pavements Over Time

Budget Scenarios

Having determined the maintenance needs of the road network, the next step in developing a cost-effective maintenance and rehabilitation strategy is to conduct several “what-if” analyses. Using the StreetSaver budget scenario module, the impacts of various budget "scenarios" can be evaluated. The program projects the effects of the different scenarios on pavement condition index (PCI) and deferred maintenance (backlog). By examining the effects on these indicators, the advantages and disadvantages of different funding levels and maintenance strategies become clear. The following scenarios were performed for the purposes of this report.

Scenario 1. Unconstrained Budget (Needs) - In this scenario, the total budget amount for the next 5 years ($32.5 million) is defined by the “needs”, or where the budget is not constrained. This scenario uses the heavily front loaded approach defined by the “needs” to eliminate the backlog. About 4% of the annual budget is allocated to preventive maintenance. This scenario will improve the condition of the network to a PCI of 85 in five years and eliminate the unfunded backlog.

Scenario 2. $300,000 Per Year (Current Funding Level) - This scenario shows how the network changes under the current funding level. The condition of the network will deteriorate to a PCI of 56 by 2015 and the remaining deferred maintenance or unfunded backlog will increase to $23.3 million. Note that the current funding is a decrease of $125,000 from the 2008 update.

Scenario 3. $1.1 Million Per Year (Maintain PCI at 62) – In this scenario, the City will require an annual budget of $1.1 million in order to maintain the current City network PCI of 62. A deferred maintenance or unfunded backlog of $22.4 million will remain by 2015.

Scenario 4. $2.5 Million Per Year (Improve PCI to 70) – In this scenario, the City will require an annual budget of $2.5 million in order to increase the current City network PCI to 70 by 2015. A deferred maintenance or unfunded backlog of $15.9 million will remain by 2015.

Note: Deferred maintenance consists of pavement maintenance that is needed, but can not be performed due to lack of funding. Shrinking budgets have forced many cities and counties to defer much-needed road maintenance. By deferring maintenance, not only does the frequency of citizens' complaints about the condition of the network increase, but the cost to repair these streets rises as well.

More detailed results of the budget needs and scenarios can be found in Section 3 of this report.

Scenario 1: Unconstrained (Needs) Budget

The pavement needs are approximately $32.5 million distributed as shown in Table 4. The network PCI will improve to 85 from its current level of 62. By the year 2015, 93.3% of the network will fall into the good or excellent condition category. In the meantime, the deferred maintenance or unfunded backlog will be eliminated.

TABLE 4. Summary of Results for Scenario 1

Year	2011	2012	2013	2014	2015	Total
Budget ($-Millions)	15.4	2.2	4.2	2.7	7.9	32.5
Deferred Maintenance ($-Millions)	0	0	0	0	0	--
PCI	79	78	80	80	85	--

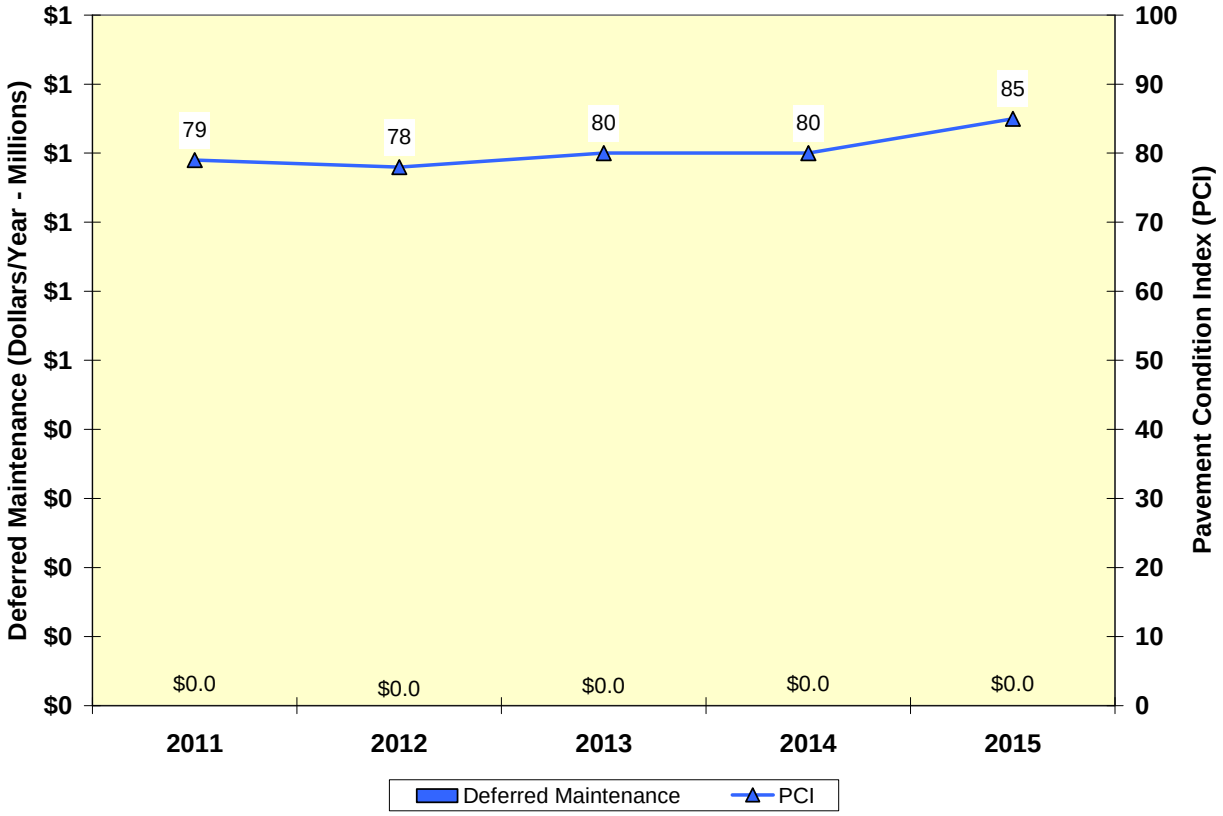

FIGURE 4. PCI vs. Deferred Maintenance for Unconstrained Budget

Scenario 2: $300,000 Per Year (Current Funding Level)

This scenario assumes a City budget of $300,000 per year over the next five years. The results of this scenario indicate that the network PCI will decrease to 56, and only 47.4% of the network will fall in the good or excellent condition category by 2015. The deferred maintenance will increase from $15.4 million to $23.3 million by 2015. A list of streets selected for treatment under this scenario is included in Section 4.

TABLE 5. Summary of Results for Scenario 2

Year	2011	2012	2013	2014	2015	Total
Budget ($-Millions)	0.3	0.3	0.3	0.3	0.3	1.5
Deferred Maintenance ($-Millions)	15.2	14.4	16.9	15.7	23.3	--
PCI	63	61	59	58	56	--

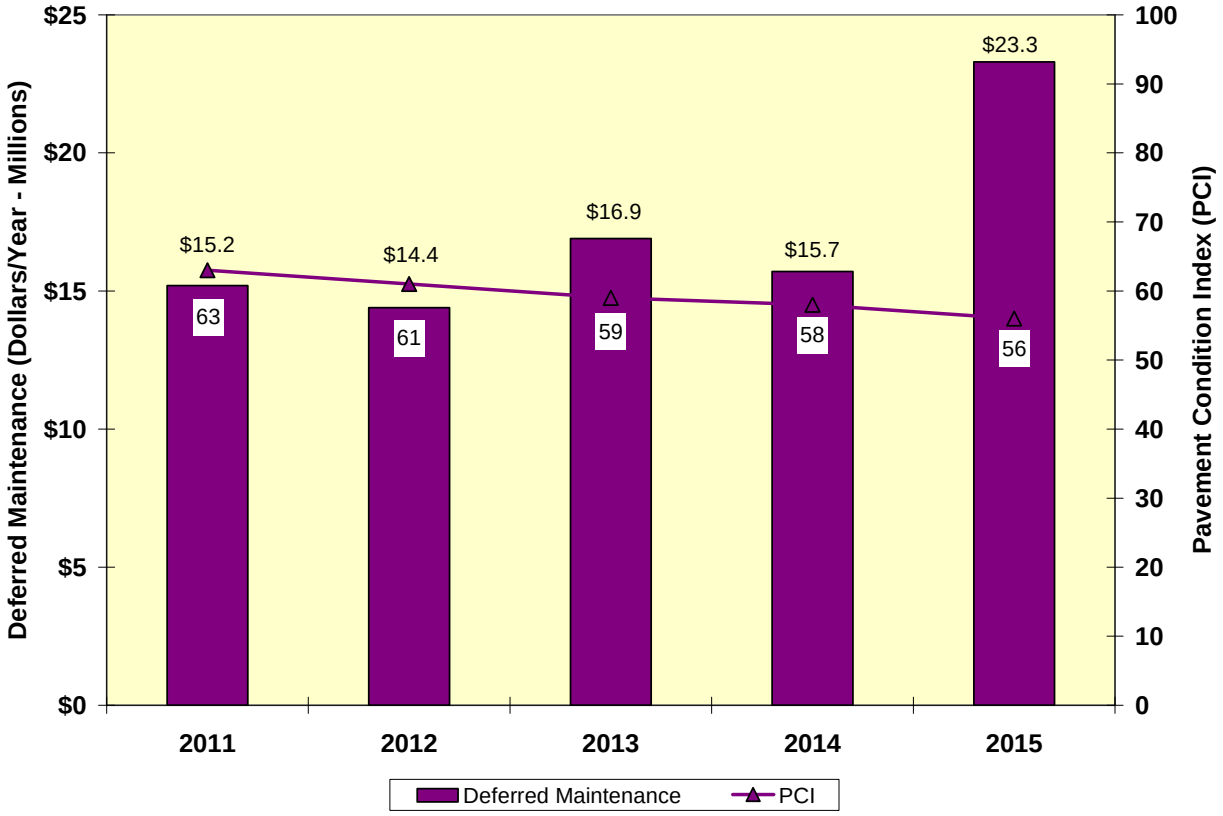

FIGURE 5. PCI vs. Deferred Maintenance for $300,000 Per Year (City Budget)

Scenario 3: $1.1 Million Per Year (Maintain PCI at 62)

In this scenario, the City will require an annual budget of $1.1 million to maintain the current network PCI of 62. The deferred maintenance will increase from $15.4 million to $22.4 million by the year 2015. Also, 57.8% of the network will fall in the good or excellent condition category by 2015.

TABLE 6. Summary of Results for Scenario 3

Year	2011	2012	2013	2014	2015	Total
Budget ($-Millions)	1.1	1.1	1.1	1.1	1.1	5.5
Deferred Maintenance ($-Millions)	14.4	13.4	16.1	14.9	22.4	--
PCI	64	63	63	62	62	--

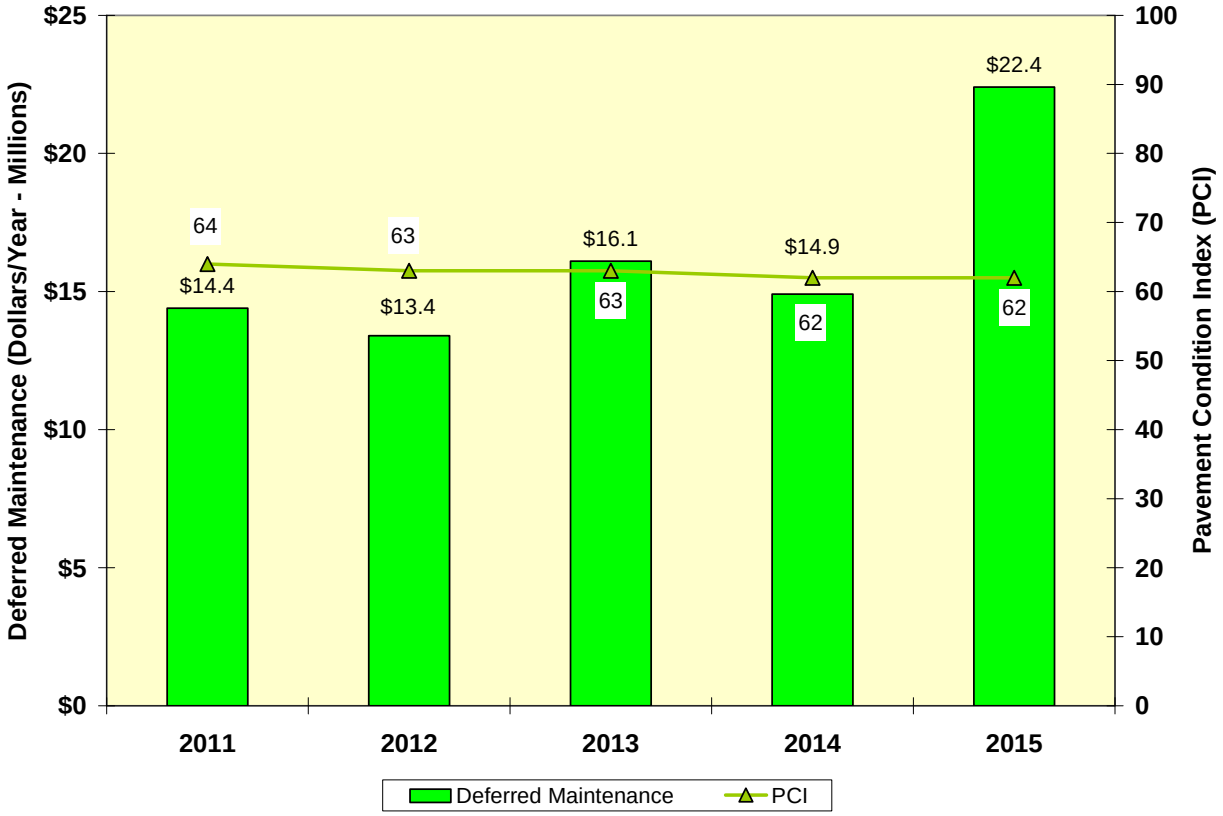

FIGURE 6 PCI vs. Deferred Maintenance for $1.1 Million Per Year (Maintain PCI at 62)

Scenario 4: $2.5 Million Per Year (Improve PCI to 70)

For this scenario, the City's Network PCI will increase from 62 to 70 after five years. This requires an annual budget of $2.5 million. The deferred maintenance will slightly increase from $15.4 million to $15.9 million by 2015. In addition, 70.6% of the network will fall in the good or excellent condition category by 2015.

TABLE 7. Summary of Results for Scenario 4

Year	2011	2012	2013	2014	2015	Total
Budget ($-Millions)	2.5	2.5	2.5	2.5	2.5	12.5
Deferred Maintenance ($-Millions)	13.1	10.7	11.9	10.1	15.9	--
PCI	66	68	68	69	70	--

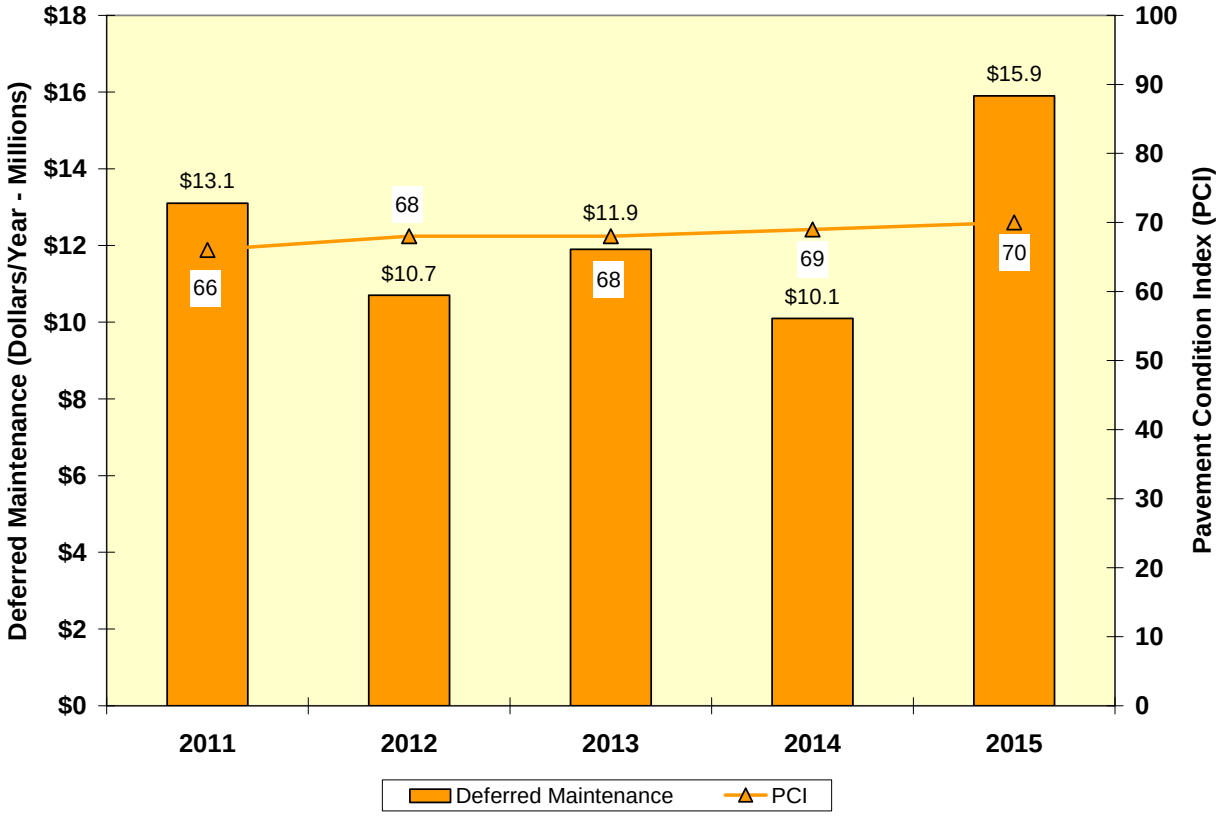

FIGURE 7. PCI vs. Deferred Maintenance for $2.5 Million Per Year (Improve PCI to 70)

Discussions

The following two figures graphically illustrate the annual changes in PCI and deferred maintenance as outlined for each scenario.

Figure 8 (below) illustrates the change in PCI over time for the different budget scenarios. Scenario 1 (Unconstrained-Needs) ultimately reaches a PCI of 85 after five years, Scenario 2 ($300,000 per year) will decrease the network PCI to 56, Scenario 3 ($1.1 million per year) will maintain the current PCI of 62, and Scenario 4 ($2.5 million per year) increase the network PCI to 70.

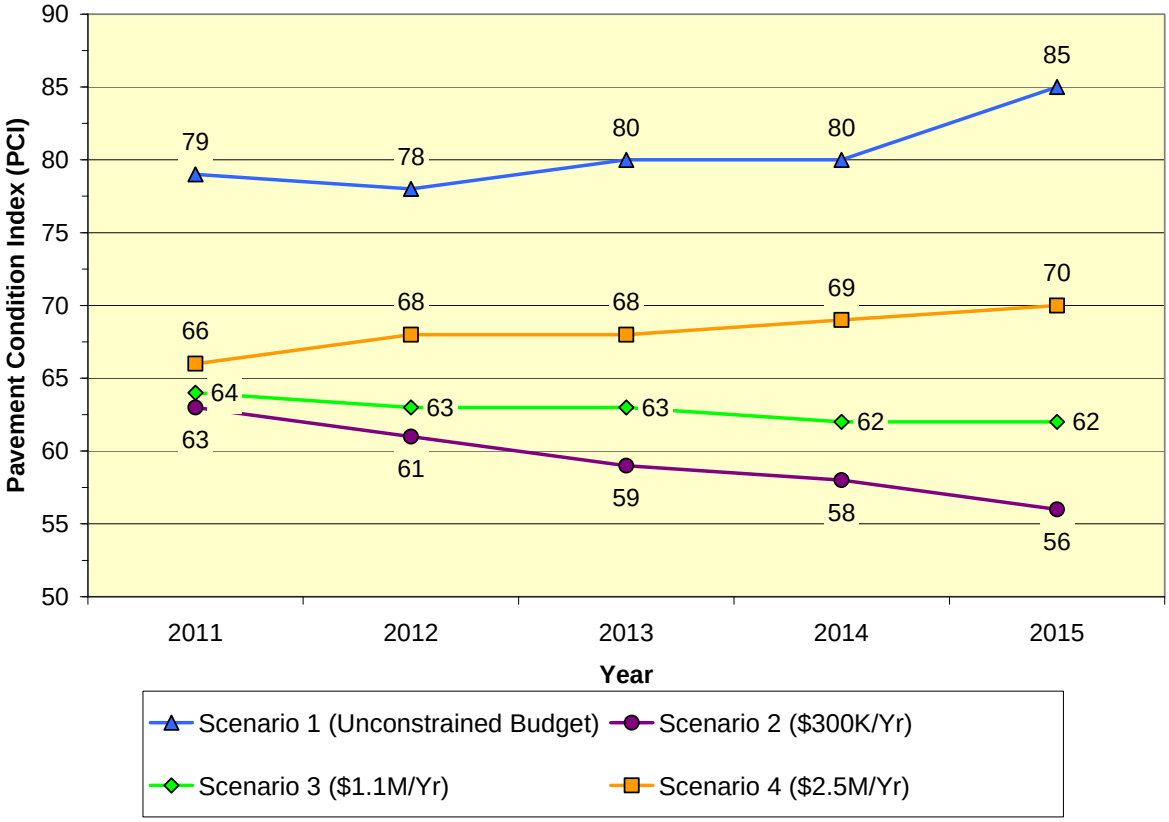

FIGURE 8. Pavement Condition Index by Scenario by Year

Figure 9 illustrates the change in deferred maintenance over time for the different budget scenarios. Note that Scenario 1 (the Unconstrained Budget) eliminates the amount of deferred maintenance while the amount of deferred maintenance for other three scenarios continues to increase.

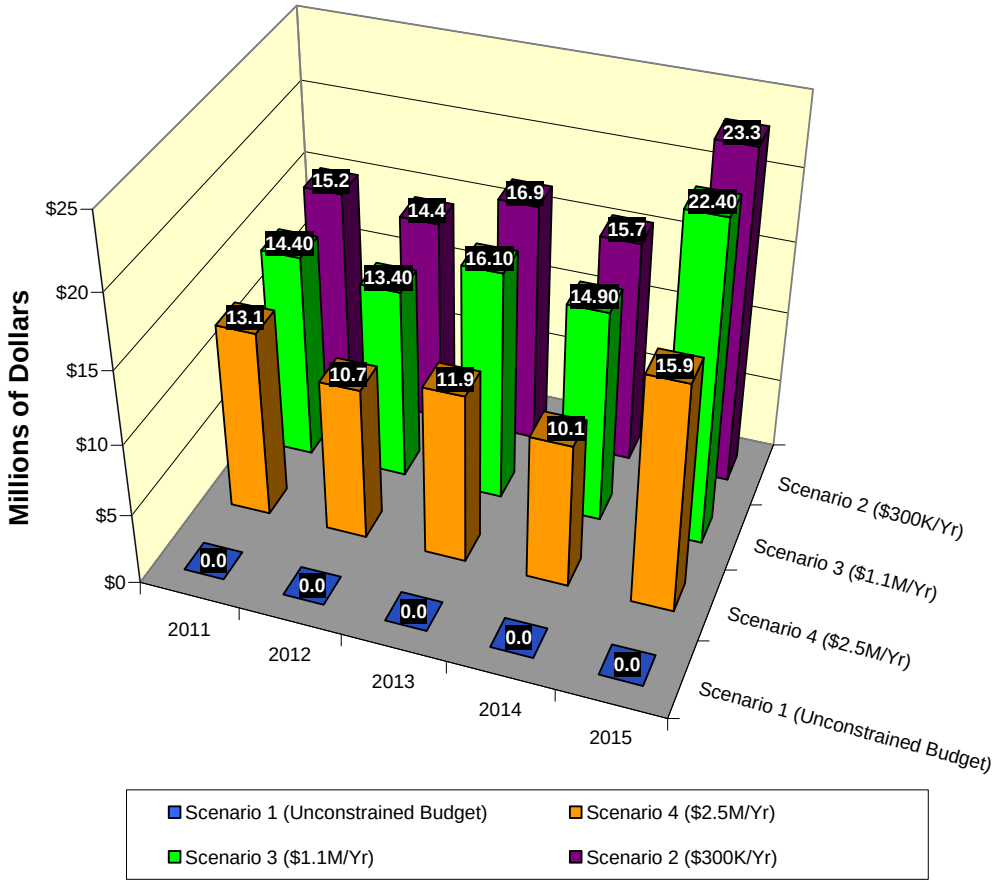

FIGURE 9. Deferred Maintenance by Scenario by Year

Conclusions

The City of Benicia has the pavement network with an average PCI of 62 in 2010. Overall, 41.8% of the City's street network is in the "excellent" condition category, while 33.9% of the streets are in "Poor" or "Very Poor" condition categories, which require a fairly significant amount of money to bring them into the "good" condition category. If sufficient funding is unavailable for street maintenance, the average PCI of the network is expected to decrease and the deferred maintenance backlog will increase. The higher backlog will result in increased future costs as more capital intensive treatments (such as reconstruction) will be necessary as streets are deferred where less expensive treatments (such as surface seals or overlays) are currently feasible.

The analyses indicate that the City needs to spend $32.5 million in pavement maintenance and rehabilitation in the next five years, in order to essentially repair all streets and eliminate any backlog. By doing so, streets then can be maintained in good condition with on-going preventive maintenance. Note that this does not include any costs for new streets that may be added in the next five years.

a. Pavement Budget

The City's current budget for pavement maintenance and rehabilitation is $ 300,000 per year. At this budget level, the network average PCI is expected to decrease from the current network PCI of 62 to 56 by the year 2015. However, a more significant impact is the increase in the deferred maintenance backlog from $15.4million to $23.3 million by 2015.

At a minimum, we recommend that the City of Benicia try to maintain the current PCI level of 62, which requires $1.1 million per year. This will allow the City to achieve the following objectives:

- Allows the City to preserve and improve pavements in the "Good" category.
- Slow down the deferred maintenance or unfunded backlog until future funding improves.

b. Pavement Maintenance Strategies

The City's pavement maintenance strategies include seals, overlays and reconstruction. Since a fairly large percentage of pavements are in "Good" condition, it is important to preserve good pavements. Crack sealing, one of the least expensive treatments, can keep moisture out of pavements and prevent the underlying aggregate base from premature failures. Life-extending surface seals, such as slurry seal and cape seals, are also cost-effective for pavements currently in good condition.

Therefore, we strongly recommend that the City maintain the efforts in current preventive maintenance program as outlined in the decision tree i.e. crack seals as well as slurry, while at the same time, rehabilitate the streets with less favorable conditions.

In addition, the new performance measures for MTC creates a financial incentive for jurisdictions to fully fund their preventive maintenance needs. The jurisdictions who do so will rank higher than those who do not when competing for federal funding.

c. Reinspection Strategies

In order to properly maintain the pavement management database and have the pavement management program certified by MTC, arterial and collectors must be re-inspected every two years, and residential streets every four to five years. This is necessary for the city in order to be eligible for federal funding.

d. Maintenance and Rehabilitation Decision Trees

The maintenance and rehabilitation decision trees and the associated unit costs should be reviewed and updated annually to reflect new construction techniques/repairs and changing costs so the budget analysis results can be reliable and accurate.

e. Next Steps

To summarize, we recommend that the City undertake the following steps:

- Update the pavement management program regularly to comply with MTC's certification requirements.
- Given the limited funding available, seek to fully fund preventive maintenance needs.

Section 1

PCI Summary

PCI Summary

This report lists the PCI's of each section along with street name; street ID; section ID; date; PCI; Functional Class and section area. City sections recently inspected for Arterials, Collectors and 10% Residentials are included in this report. The report is sorted alphabetically by Street Name and Section ID, and the columns in this report are listed below:

COLUMN	DESCRIPTION
Street ID	Street Identification - A code up to six digits to identify the street. Generally, Street ID's are truncated from street names.
Section ID	Section Identification - A code to identify the section number within a street.
Street Name	The street name of the street as provided by the City.
Begin	The location where the street section begins.
End	The location where the street section begins.
FC	Functional Class : A=Arterial, C=Collector, R=Residential
PCI Date	The month, day, and year of the PCI, i.e. the time when the section was last inspected or treated.
PCI	Average PCI for the section - The PCI summarizes the visual condition of the pavement. The PCI ranges from 0 (completely failed) to 100 (no distress).
Area (sf)	Quantities in square feet.

City of Benicia
PCI Summary
Sorted by Street Name

Street ID	Section ID	Street Name	Begin	End	FC	PCI_Date	PCI	Area (sf)
1st	100	1st St.	s/o B St.	500' s/o B St.	C	11/5/2010	60	24,500
1st	200	1st St.	s/o F St.	s/o B St.	C	10/18/2010	72	67,375
1st	500	1st St.	s/o Military	s/o F St.	C	10/18/2010	64	99,225
1st	2200	1st St.	n/o Seaview Dr.	s/o Tenney Dr.	R	2/11/2008	55	11,550
ABBEYC	600	Abbey Ct.	s/o Belvldere Dr.	300' s/o Belvedere Rd.	R	2/11/2008	85	8,700
ADAMSS	800	Adams St.	n/o Grant St.	e/o Park Rd.	A	10/18/2010	39	15,225
ADAMSS	900	Adams St.	e/o Park Rd.	e/o Grant St.	R	2/27/2008	44	31,900
ADDISC	600	Addison Ct.	n/o McAllister Dr	End	R	10/18/2010	100	12,180
ALDERC	500	Alder Ct.	s/o Poppy Circle	300' s/o Poppy Circle	R	2/11/2008	71	8,700
ALLENW	100	Allen Way	e/o Panorama Dr.	s/o Gallagher Dr.	R	2/11/2008	81	46,200
ALLENW	120	Allen Way	n/o Gallagher Dr.	300' n/o Gallagher Dr.	R	2/11/2008	80	11,400
ALTOLO	1	Alto Loma	e/o Buena Vista	550' e/o Buena Vista	R	2/11/2008	49	30,000
ANDREC	600	Andrew Ct.	e/o Kearney St	End	R	11/5/2010	91	9,512
ANITAC	700	Anita Circle	s/o Cherl Dr.	s/o Cherl Dr.	R	2/11/2008	53	42,050
ARBORC	350	Arbor Ct.	e/o Havenhill Dr.	400' e/o Havenhill Dr.	R	2/11/2008	68	12,000
ARDMOC	100	Ardmore Ct.	e/o Ardmore Way	100' e/o Ardmore Way	R	11/5/2010	61	2,600
ARDMOW	100	Ardmore Way	e/o Chelsea Hills Dr.	e/o White Chaple Dr.	R	2/11/2008	70	86,400
ARGUED	402	Arguello Dr.	e/o Kearney St	w/o McAllister Dr	C	10/18/2010	100	75,306
ASFORC	600	Ashford Ct.	w/o Winsor Dr.	175' w/o Winsor Dr.	R	2/11/2008	83	5,075
ASPIND	488	Aspinwall Dr.	n/o Gallagher Dr.	s/o Rose Dr.	R	2/11/2008	77	21,000
ATKINC	500	Atkins Ct.	s/o Capitol Dr.	175' s/o Capitol Dr.	R	2/11/2008	51	5,075
AUDREC	1750	Audrey Ct.	s/o Lori Dr.	350' s/o Lori Dr.	R	2/11/2008	47	10,500
BAKERC	300	Baker Ct.	w/o Panorama Way	700' w/o Panorama Way	R	11/5/2010	57	20,300
BAKERS	200	Baker St.	w/o Essex Way	e/o Panorama Dr.	R	2/11/2008	58	26,100
BANBUC	150	Banbury Ct.	n/o Banbury Way	350' n/o Banbury Way	R	2/11/2008	41	10,150
BANBUW	80	Banbury Way	e/o White Chaple Dr.	e/o White Chaple Dr.	R	2/11/2008	40	14,025
BANBUW	100	Banbury Way	e/o Chelsea Hills Dr.	e/o White Chaple Dr.	R	2/11/2008	35	45,375
BANTRW	800	Bantry Way	n/o Oxford Way	900' n/o Oxford Way	R	2/11/2008	71	34,200
BARTOW	700	Barton Way	e/o Carston Circle	n/o Rose Dr.	R	2/11/2008	84	84,150
BAYLOC	500	Baylor Ct.	s/o Cambridge Dr.	525' s/o Cambridge Dr.	R	2/11/2008	73	15,225
BAYSHR	100	Bayshore Rd.	s/o East Channel Rd.	s/o Industrial Way	R	2/27/2008	14	10,000
BAYSHR	2900	Bayshore Rd.	w/o Park Rd.	Gate	C	2/27/2008	72	59,800
BAYVIC	100	Bayview Circle	n/o Riverhill Dr.	n/o Riverhill Dr.	R	2/27/2008	57	32,375
BELEVD	600	Belvedere Dr.	w/o Rose Dr.	w/o Winsor Dr.	R	2/11/2008	82	89,100
BIGLEC	500	Bigler Ct.	n/o Cooper Dr.	125 n/o Cooper Dr.	R	11/5/2010	74	3,625
BLAKEC	800	Blake Ct.	e/o Rose Dr.	275' e/o Rose Dr.	R	2/11/2008	95	7,975

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Street ID	Section ID	Street Name	Begin	End	FC	PCI_Date	PCI	Area (sf)
BOLTOC	900	Bolton Circle	w/o Rose Dr.	w/o Rose Dr.	R	2/11/2008	62	79,200
BONITA	1300	Bonita Bahia	w/o W-13th St.	400' w/o W-13th St.	R	2/11/2008	41	11,600
BRADFC	900	Bradford Ct.	w/o Bradford Way	200' w/o Bradford Way	R	2/11/2008	61	5,800
BRADFW	900	Bradford Way	e/o Bolton Circle	e/o Bolton Circle	R	2/11/2008	51	42,900
BRAEMC	100	Braemer Ct.	w/o Woodgreen Way	150' w/o Woodgreen Way	R	2/11/2008	76	4,350
BRANDC	100	Brandon Ct.	n/o Rankin Way	300' e/o Rankin Way	R	2/27/2008	50	8,700
BRECKC	500	Breck Ct.	s/o Capitol Dr.	400' s/o Capitol Dr.	R	2/11/2008	29	11,600
BRENTW	401	Brentwood Dr.	e/o Hastings Dr.	w/o Mills Dr.	R	10/18/2010	100	29,700
BRENTW	402	Brentwood Dr.	w/o Mills Dr.	e/o Hastings Dr.	R	10/18/2010	100	49,500
BRIDGC	300	Bridgeview Ct.	w/o Shirley Dr.	325' w/o Shirley Dr.	R	2/11/2008	70	9,425
BRISTC	500	Bristol Ct.	w/o Hastings Dr.	250' w/o Hastings Dr.	R	11/5/2010	69	7,250
BROWNC	600	Brown Ct.	e/o Kearney St	End	R	11/5/2010	89	6,844
BUCHAS	700	Buchanan St.	w/o Hospital Rd.	550' w/o Hospital Rd.	R	2/27/2008	62	15,950
BUCKEC	500	Buckeye Ct.	n/o Solano Dr.	250' n/o Solano Dr.	R	2/11/2008	50	6,000
BUENAT	1881	Buena Tierra St.	n/o Vecino St.	s/o Viewmont St.	R	2/27/2008	38	26,400
BUENAV	1	Buena Vista	e/o W-7th St.	n/o Alto Loma	R	2/11/2008	42	55,200
BYRONC	500	Byron Ct.	w/o Cooper Dr.	150' w/o Cooper Dr.	R	11/5/2010	58	4,350
CAMBRD	500	Cambridge Dr.	w/o Mills Dr.	e/o Hasitings Dr.	R	2/11/2008	51	13,200
CAMBRD	550	Cambridge Dr.	w/o Hastings Dr.	200' w/o Capitol Dr.	C	11/5/2010	85	67,650
CAMBRD	600	Cambridge Dr.	200' w/o Capitol Dr.	e/o Rose Dr.	R	2/11/2008	52	79,200
CAMDEC	800	Camden Ct.	e/o Channing Circle	200' e/o Channing Circle	R	2/11/2008	56	5,800
CAMELC	400	Camellia Ct.	e/o Hastings Dr.	600' e/o Hastings Dr.	R	2/11/2008	80	19,800
CAMPAC	800	Campus Ct.	w/o Dorset Way	100' w/o Dorset Way	R	2/11/2008	39	4,500
CANYOC	350	Canyon Ct.	e/o Havenhill Dr.	400' e/o Havenhill Dr.	R	2/11/2008	60	12,000
CAPITD	500	Capitol Dr.	w/o Hastings Dr.	e/o Cambridge Dr.	R	2/11/2008	42	80,850
CARLIC	100	Carlise Ct.	n/o Carlise Way	250' n/o Carlise Way	R	2/11/2008	75	7,250
CARLIP	100	Carlise Pl.	w/o Carlise Way	250' w/o Carlise Way	R	2/11/2008	45	4,750
CARLIW	90	Carlise Way	n/o Banbury Way	e/o Chelsea Hills Dr.	R	2/11/2008	42	107,250
CARLIW	200	Carlise Way	w/o Chelsea Hills Dr.	e/o Essex Way	R	2/11/2008	42	40,425
CARLIW	250	Carlise Way	w/o Essex Way	e/o Panorama Way	R	2/11/2008	50	36,300
CAROLD	1	Carolina Dr.	w/o W-7th St.	w/o W-7th St.	R	11/5/2010	56	49,300
CARSTC	775	Carsten Circle	e/o Oxford Way	e/o Oxford Way	R	2/11/2008	72	56,925
CASAGP	2100	Casa Grande Pl.	e/o Casa Grande St.	175' e/o Casa Grande St.	R	2/27/2008	73	5,075
CASAGS	1882	Casa Grande St.	n/o Viewmont St.	s/o Vecino St.	R	2/27/2008	52	28,050
CASAGS	2000	Casa Grande St.	n/o Viewmont St.	s/o Hillcrest Ave.	R	2/27/2008	78	24,750
CASEYC	472	Casey Court	n/o Panorama Dr.	400' n/o Panorama Dr.	R	2/11/2008	62	15,200

Street ID	Section ID	Street Name	Begin	End	FC	PCI_Date	PCI	Area (sf)
CHADWC	200	Chadwick Ct.	s/o Chadwick Way	250' s/o Chadwick Way	R	2/11/2008	53	7,250
CHADWW	200	Chadwick Way	w/o Chelsea Hills Dr.	e/o Panorama Dr.	R	11/5/2010	57	41,325
CHANNR	200	Channel Rd.	E-2nd St.	End	R	2/27/2008	78	46,800
CHANNC	800	Channing Circle	w/o Oxford Way	w/o Oxford Way	R	2/11/2008	46	59,400
CHARLC	600	Charles Ct.	s/o Belvledre Dr.	350' s/o Belvedre Dr.	R	2/11/2008	85	10,150
CHARMC	1400	Charmain Ct.	n/o Cherl Dr.	350' n/o Cherl Dr.	R	2/11/2008	41	10,150
CHELSD	100	Chelsea Hills Dr.	n/o Southampton Rd.	n/o Banburry Way	C	10/18/2010	81	102,300
CHELSD	200	Chelsea Hills Dr.	n/o Banbury Way	s/o Panorama Dr.	C	10/18/2010	86	34,650
CHERLD	700	Cherl Dr.	w/o W-7th St.	300' e/o Drolette	R	2/11/2008	27	18,150
CHERLD	800	Cherl Dr.	e/o Drolette Way	300' e/o Drolette Way	R	2/11/2008	83	9,900
CHURCS	1100	Church St.	n/o W-11th St.	s/o W-13th St.	R	2/11/2008	50	41,250
CLAVEW	500	Claverie Way	e/o W-6th St.	w/o W--5th St.	C	10/18/2010	86	21,000
CLEARC	2000	Clearview Circle	n/o Warwick Dr.	600' n/o Warwick Dr.	R	2/11/2008	65	17,400
CLIFTC	800	Clifton Ct.	s/o Channing Circle	625' s/o Channing Circle	R	2/11/2008	46	18,125
CLYNEC	544	Clyne Ct.	e/o Morning Glory Dr.	750' e/o Morning Glory Dr.	R	2/11/2008	66	24,750
COLUMC	100	Columbia Circle	e/o Panorama Dr.	e/o Panorama Dr.	R	2/11/2008	82	60,800
COLUMP	1200	Columbus Parkway	300' w/o Rose Dr.	e/o Benicia Rd.	A	10/21/2010	60	33,600
COLUMP	1100EB	Columbus Parkway	300' W/O ROSE DRIVE	E/O ROSE DRIVE	A	11/5/2010	83	11,250
COLUMP	1100WB	Columbus Parkway	e/o Rose Dr.	300' w//o Rose Dr.	A	11/5/2010	59	11,250
COLUMP	1000	Columbus Parkwy	1000' e/o Rose Dr.	e/o Rose Dr.	A	11/5/2010	47	13,000
COLUMP	1001	Columbus Parkwy	e/o Rose Dr.	1000 e/o Rose Dr.	A	11/5/2010	42	13,000
COOPED	500	Cooper Dr.	s/o Cambridge Dr.	n/o Capitol Dr.	R	2/11/2008	47	41,250
COOPED	550	Cooper Dr.	n/o Cambridge Dr.	350 w/o Bigler Ct.	R	2/11/2008	54	46,200
CORCOC	900	Corcoran Ct.	w/o Rose Dr.	700' w/o Rose Dr.	R	2/11/2008	59	20,300
CORRIC	800	Corrigan Ct.	w/o Drolette Way	475' w/o Drolette Way	R	2/11/2008	85	13,775
CORTDS	1	Corte Del Sol	n/o El Bonito Way	300' n/o El Bonito Way	R	2/27/2008	100	7,800
CORTEC	1	Corte Dorado	n/o El Bonito Way	550' n/o El Bomito Way	R	2/27/2008	100	14,300
COVEWY	500	Cove Way	e/o W-6th St.	w/o Elane Way	R	2/11/2008	36	8,250
CURREC	460	Currey Ct.	w/o Aspinwall Dr.	200' w/o Aspinwall Dr.	R	2/11/2008	82	5,800
CYPREC	500	Cypress Ct.	n/o Sweetbrier Ln.	150' n/o Sweetbrier Ln.	R	2/11/2008	25	3,750
DAFFOD	584	Daffodil Dr.	e/o Snapdragon Pl.	w/o Primrose Ln.	R	2/11/2008	78	36,300
DAFFOD	600	Daffodil Dr.	s/o Primrose Ln.	w/o Snapdragon Pl.	R	2/11/2008	83	50,325
DALECT	300	Dale Ct.	w/o Warwick Dr.	275' w/o Warwick Dr.	R	2/11/2008	58	7,975
DALTOC	400	Dalton Ct.	s/o Larkin Dr.	300' s/o Larkin Dr.	R	2/11/2008	92	8,700
DANIEC	1100	Daniel Hills Ct.	n/o W-K St.	300' n/o W-K St.	R	2/11/2008	52	7,200
DARTMP	100	Dartmouth Pl.	e/o White Chaple Dr.	w/o Ardmore Way	R	11/5/2010	56	54,375

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DEBENC	1450	De Benedetti Ct.	n/o Raymond Dr.	325' n/o Raymond Dr.	R	2/11/2008	38	9,425
DELCEN	1	Del Centro	n/o Hillcrest Ave.	s/o El Bonito Way	R	2/27/2008	41	10,200
DENFIA	40	Denfield Ave.	n/o Military West	650' n/o Military West	R	2/11/2008	27	18,850
DEVONR	1700	Devonshire Rd.	s/o Hastings Rd.	w/o Southampton Rd.	R	2/11/2008	47	29,700
DOMINC	1100	Dominic Ct.	n/o W-K St.	275' n/o W-K St.	R	2/11/2008	64	7,975
DORSEW	800	Dorset Way	n/o Rose Dr.	s/o Oxford Way	R	2/11/2008	52	62,900
DOVERC	800	Dover Circle	s/o Oxford Way	n/o Hanlon Way	R	2/11/2008	33	36,300
DRAKEC	300	Drake Ct.	w/o Panorama Dr.	275' w/o Panorama Dr.	R	2/11/2008	82	7,975
DROLEW	1300	Drolette Way	n/o Military West	500' w/o Landahl Ct.	R	2/11/2008	68	66,000
DUNDEW	200	Dundee Way	s/o Baker St.	w/o Chelsea Hills Dr.	R	11/5/2010	57	41,325
DURHAC	300	Durham Ct.	w/o Panorama Dr.	650' w/o Panorama Dr.	R	11/5/2010	100	18,850
DUVALC	400	Duval Ct.	e/o Solano Dr.	500' e/o Solano Dr.	R	2/11/2008	66	16,500
E-5	1200	E-5th St.	s/o Military East	n/o 780	C	10/21/2010	86	108,000
EARLCT	600	Earl Ct.	s/o Belvedere Dr.	200' s/o Belvedere Dr.	R	2/11/2008	87	5,800
E-2	201	East 2nd St.	s/o E-B St.	n/o E-D St.	R	10/20/2010	44	27,000
E-2	500	East 2nd St.	s/o E-H St.	s/o E-F St.	R	10/20/2010	29	32,200
E-2	501	East 2nd St.	n/o E-D St.	n/o E-F St.	R	10/20/2010	82	33,750
E-2	951	East 2nd St.	s/o E-K Street	125' s/o E-K Street	R	2/27/2008	52	5,750
E-2	1400	East 2nd St.	n/o Military East	n/o St. Augustine Dr.	A	10/20/2010	100	33,300
E-2	1601	East 2nd St.	n/o St. Augustine Dr.	HWY 780	A	10/20/2010	100	31,200
E-2	2100	East 2nd St.	s/o Hillcrest nb	n/o Rose nb	A	10/20/2010	59	153,000
E-2	2101	East 2nd St.	s/o Hillcrest sb	n/o Rose sb	A	10/20/2010	60	153,000
E-2	3400	East 2nd St.	n/o Rose Dr.	s/o Industrial	A	10/20/2010	53	136,000
E-2	4560	East 2nd St.	n/o Industrial Way	800' n/o Wanger St.	A	10/20/2010	70	240,000
E-2	5500	East 2nd St.	800' n/o Wanger St.	s/o Lake Herman Rd.	A	10/20/2010	100	35,100
E-2	701	East 2nd Street	n/o E-H St.	125' s/o E-K St.	R	2/27/2008	38	37,950
E-2	1701	East 2nd Street	HWY 780	s/o Hillcrest Avenue	A	11/5/2010	49	44,400
E-3	701	East 3rd St.	s/o E-H	n/o E-I	R	11/5/2010	75	8,400
E-3	801	East 3rd St.	n/o E_I	s/o E-J	R	11/5/2010	95	8,400
E-3	900	East 3rd St.	n/o E-J St.	s/o E-L St.	R	10/20/2010	100	22,800
E-3	1100	East 3rd St.	s/o Military East	n/o E-L St.	R	11/5/2010	94	9,500
E-3	1300	East 3rd St.	n/o Military East	n/o St. Augustine	R	2/27/2008	50	26,825
E-3	1801	East 3rd St.	s/o Hillcrest Dr.	n/o E-S St.	R	10/21/2010	20	21,450
E-3	1802	East 3rd St.	s/o E-S St.	n/o HWY 780	R	10/18/2010	20	16,500
E-4	700	East 4th St.	s/o E-J St.	n/o E-H St.	R	10/20/2010	5	17,400
E-4	1100	East 4th St.	s/o Military East	n/o E-L St.	R	10/20/2010	100	9,250

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E-4	1200	East 4th St.	n/o Military East	s/o E-N St.	R	2/27/2008	49	8,400
E-4	1300	East 4th St.	n/o E-N St.	s/o E-O St.	R	2/27/2008	69	8,700
E-4	1400	East 4th St.	n/o E-O St.	100' n/o E-O St.	R	2/27/2008	96	3,100
E-5	400	East 5th St.	s/o E-H St.	100' s/o E-E St.	R	10/19/2010	76	34,200
E-5	700	East 5th St.	s/o Military East	s/o E-H St.	C	10/19/2010	79	66,625
E-5	1800	East 5th St.	n/o Hwy 780	s/o Hillcrest Ave.	C	10/19/2010	58	72,150
E-5	2150	East 5th St.	n/o Hilcrest Ave.	600' n/o Hillcrest Ave.	R	2/27/2008	30	13,200
E-6	700	East 6th St.	s/o E-H St.	s/o E-G St.	R	2/27/2008	49	8,100
E-6	801	East 6th St.	125' n/o E-I St.	n/o E-H St.	R	2/27/2008	64	12,600
E-6	951	East 6th St.	125' n/o E-I St.	s/o E-J St.	R	2/27/2008	75	4,200
E-6	1000	East 6th St.	s/o E-L St.	n/o E-K St.	R	11/5/2010	56	8,400
E-6	1001	East 6th St.	n/o E-J St.	s/o E-K St.	R	2/27/2008	88	8,400
E-6	1200	East 6th St.	n/o Military East	s/o E-N St.	R	2/27/2008	11	8,700
E-7	800	East 7th St.	s/o E-I St.	n/o E-H St.	R	2/27/2008	69	7,200
E-7	900	East 7th St.	n/o E-I St.	200' n/o E-I St.	R	2/27/2008	63	4,000
E-7	1100	East 7th St.	n/o E-K St.	125' n/o E-K St.	R	2/27/2008	76	3,500
E-7	1125	East 7th St.	s/o E-L St.	125' s/o E-L St.	R	2/27/2008	35	4,125
E-7	1150	East 7th St.	s/o Military East	n/o E-L St.	R	2/27/2008	77	9,075
E-7	1200	East 7th St.	n/o Military East	s/o E-N St.	R	2/27/2008	57	11,100
E-B	100	East B St.	e/o 1st St.	w/o E-2nd St.	R	10/19/2010	29	18,000
E-CHAR	100	East Channel Rd.	e/o Channel Rd.	w/o Bayshore Rd.	R	2/27/2008	27	97,200
E-D	100	East D St.	e/o 1st St.	w/o E-2nd St.	R	2/27/2008	49	30,000
E-E	100	East E St.	e/o 1st St.	300' e/o 1st St.	R	11/5/2010	57	9,600
E-E	200	East E St.	e/o E-2nd St.	w/o E-5th St.	R	2/27/2008	87	56,840
E-F	100	East F St.	e/o 1st St.	e/o 1st St.	R	10/19/2010	53	29,400
E-G	100	East G St.	e/o 1st St.	w/o E-2nd St.	R	10/20/2010	32	19,800
E-G	400	East G St.	w/o E-5th St.	300' w/o E-5th St.	R	10/20/2010	83	6,300
E-G	500	East G St.	e/o E-5th St.	w/o E-6th St.	R	2/27/2008	81	16,800
E-H	100	East H St.	e/o First St.	e/o E-2nd St.	A	10/20/2010	82	33,320
E-H	200	East H St.	e/o E-2nd St.	w/o W-4th St.	A	10/20/2010	100	62,475
E-H	400	East H St.	w/o E-4th St.	w/o E-5th St.	A	10/19/2010	96	21,600
E-H	500	East H St.	e/o E-5th St.	150' e/o E-7th St.	R	2/27/2008	30	48,000
E-I	100	East I St.	e/o E-1st St.	w/o E-2nd St.	R	2/27/2008	30	22,800
E-I	200	East I St.	350' e/o E-2nd St.	w/o E-3rd St.	R	2/27/2008	77	6,500
E-I	300	East I St.	e/o E-3rd St.	w/o E-4th St.	R	2/27/2008	51	17,400
E-I	400	East I St.	e/o E-4th St.	w/o E-5th St.	R	11/5/2010	57	16,800

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E-I	500	East I St.	e/o E-5th St.	w/o E-6th St.	R	2/27/2008	93	16,800
E-I	600	East I St.	e/o E-6th St.	e/o E-7th St.	R	2/27/2008	95	18,200
E-J	100	East J St.	e/o 1st St.	w/o E-2nd St.	R	11/5/2010	79	19,800
E-J	200	East J St.	e/o E-2nd St.	w/o E-5th St.	R	2/27/2008	83	71,100
E-J	500	East J St.	e/o E-5th St.	e/o E-6th St.	R	2/27/2008	94	21,600
E-J	600	East J Street	e/o E-6th St.	625' e/o E-6th St.	R	2/27/2008	40	17,500
E-K	100	East K St.	e/o 1st St.	w/o E-3rd St.	R	10/19/2010	93	48,450
E-K	500	East K St.	e/o E-5th St.	w/o E-7th St.	R	2/27/2008	13	18,200
E-K	300A	East K St.	e/o E-3rd St	Cul de sac	R	10/19/2010	100	15,200
E-K	300B	East K St.	Cul de Sac	w/o E-5th St	R	2/27/2008	18	15,648
E-L	100	East L St.	e/o 1st St.	w/o E-2nd St.	R	2/27/2008	55	27,600
E-L	200	East L St.	e/o E-2nd St.	w/o E-5th St.	R	10/19/2010	77	71,100
E-L	501	East L St.	e/o E-5 St.	w/o E-6th St.	R	10/19/2010	80	25,200
E-L	600	East L St.	e/o E-6 St.	w/o E-7 St.	R	10/19/2010	82	21,600
E-L	700	East L St.	e/o E-7th St.	150' e/o E-7th St.	R	10/19/2010	53	5,550
E-N	300	East N St.	e/o E-3rd St.	w/o E-5th St.	R	2/27/2008	46	30,600
E-N	500	East N St.	e/o E-5th St.	150' e/o E-6th St.	R	11/5/2010	57	23,100
E-O	100	East O St.	e/o 1st St.	w/o E-2nd St.	R	2/27/2008	100	16,800
E-O	200	East O St.	w/o E-3rd St.	225 w/o E-3rd St.	R	2/27/2008	11	6,075
E-O	300	East O St.	e/o E-3rd St.	w/o E-5th St.	R	2/27/2008	48	39,750
E-S	200	East S St.	e/o E-2nd St.	w/o E-3rd St.	R	2/27/2008	100	15,950
E-T	300	East T St.	e/o E-3rd St.	300' e/o E-3rd St.	R	2/27/2008	52	6,900
EATONC	200	Eaton Ct.	w/o Carlise Way	525' w/o Carlise Way	R	2/11/2008	59	15,225
EDNACT	400	Edna Ct.	n/o Lori Dr.	125' n/o Lori Dr.	R	2/11/2008	28	3,500
EFRETC	6000	Egret Ct.	n/o Lake Herman Rd.	1650' n/o Lake Herman Rd.	R	2/27/2008	35	59,400
ELBONW	1	El Bonito Way	n/o Hilcrest Ave.	n/o Hilcrest Ave.	R	2/27/2008	40	43,200
ELPASE	1	El Paseo	e/o Buena Vista	w/o Buena Vista	R	2/11/2008	59	8,125
ELANEW	800	Elane Way	s/o Cove Way	s/o W-J St.	R	10/19/2010	81	20,800
ELLIEC	1700	Ellie Ct.	n/o Lori Dr.	525' n/o Lori Dr.	R	2/11/2008	47	15,225
ESSEXC	200	Essex Ct.	w/o Essex Way	200' w/o Essex Way	R	2/11/2008	32	3,600
ESSEXW	201	Essex Way	w/o Chelsea Hills Dr.	e/o Carlise Dr.	R	10/18/2010	100	42,900
ESSEXW	202	Essex Way	e/o Carlise Dr.	e/o Panoorama Dr.	R	10/18/2010	30	23,100
FRANCC	1700	Francisca Ct.	s/o Viewmont St.	525' s/o Viewmont St.	R	2/27/2008	58	23,100
FRYCT	1400	Fry Ct.	n/o Drolette Way	200' n/o Drolette Way	R	2/11/2008	80	5,800
FUCHSD	500	Fuchsia Dr.	w/o Hastings Dr.	e/o Solano Dr.	R	2/11/2008	81	27,225
GALLAD	388	Gallagher Drive	e/o Panorama Dr.	w/o Allen Way	R	2/11/2008	79	21,000

Street ID	Section ID	Street Name	Begin	End	FC	PCI_Date	PCI	Area (sf)
GALLAD	460	Gallagher Drive	s/o Rose Dr.	w/o Panorama Dr.	R	2/11/2008	78	42,000
GARDEC	500	Gardenia Ct.	w/o Solano Dr.	300' w/o Solano Dr.	R	2/11/2008	84	8,700
GATEWR	5000	Gateway Plaza Rd.	s/o Lake Herman Rd.	1600' s/o Lake Herman Rd.	R	2/27/2008	90	46,400
GEORGC	1400	George Ct.	n/o Cherl Dr.	475'Cherl Dr.	R	2/11/2008	47	13,775
GERALC	400	Gerald Ct.	n/o Duval Ct.	200' n/o Duval Ct.	R	2/11/2008	57	5,800
GETTYC	500	Getty Ct.	w/o Stone Rd.	400' w/o Stone Rd.	R	2/27/2008	30	13,200
GILLCT	100	Gill Ct.	s/o Gill Way	200' s/o Gill Way	R	11/5/2010	54	5,800
GILLWY	100	Gill Way	e/o Chelsea Hills Dr.	w/o White Chaple Dr.	R	11/5/2010	57	34,800
GLORIW	500	Gloria Way	w/o Sherman Dr.	e/o Karen Dr.	R	2/11/2008	48	16,675
GOETTC	800	Goettle Ct.	e/o Drolette Way	300' e/o Drolette Way	R	2/11/2008	79	8,700
GOLDHD	2100	Goldenhill Dr.	s/o Seaview Dr.	n/o Olive Branch Ct.	R	2/11/2008	73	9,900
GOLDEC	300	Goldenslopes Ct.	e/o E-3rd St.	550' e/o E-3rd St.	R	11/5/2010	57	17,600
GOODYR	6001	Goodyear Rd.	n/o Lake Herman Rd.	6800 Goodyear Rd.	R	10/20/2010	56	109,150
GOODYR	6801	Goodyear Rd.	6800 Goodyear Rd.	City Limits	R	10/20/2010	81	25,900
GORDOD	500	Gordon Ct.	w/o Cooper Dr.	525' w/o Cooper Dr.	R	2/11/2008	62	17,325
GRANTC	500	Grant Ct.	w/o Capitol Dr.	225' w/o Capitol Dr.	R	2/11/2008	61	6,525
GRANTS	701	Grant St.	e/o Main Gate	w/o Jefferson St.	A	10/20/2010	81	28,500
GRANTS	751	Grant St.	w/o Jefferson St.	e/o Adams St.	A	10/20/2010	82	3,800
GRANTS	800	Grant St.	e/o Adams St.	s/o Adams St.	R	2/27/2008	72	58,725
GRAYCT	482	Gray Court	w/o Gallagher Dr.	600' w/o Gallagher Dr.	R	2/11/2008	78	22,800
GREENC	400	Greenbrier Ct.	s/o Solano Dr.	450 s/o Solano Dr.	R	2/11/2008	83	13,500
GROVEC	1100	Grove Circle	s/o Southampton Rd.	s/o Southampton Rd.	R	2/11/2008	60	56,100
GULLCT	300	Gull Point Ct.	w/o W-3rd St.	250' w/o W-3rd St.	R	2/11/2008	35	5,000
HALLCT	700	Hall Ct.	s/o Barton Way	100' s/o Barton Way	R	2/11/2008	91	3,300
HANLOW	800	Hanlon Way	e/o Oxford Way	w/o Dorset Way	R	2/11/2008	41	59,400
HARBOC	100	Harbor Vista Ct.	w/o E-2nd St.	575' w/o E-2nd St.	R	2/27/2008	35	16,675
HASTID	400	Hastings Dr.	n/o Southampton Rd.	n/o Cambridge Dr.	C	11/5/2010	82	104,525
HASTID	550	Hastings Dr.	s/o Solano Dr.	n/o Cambridge Dr.	C	11/5/2010	77	66,600
HASTID	601	Hastings Dr.	s/o Solano Dr.	n/o Zinna Ct.	C	10/18/2010	88	51,800
HASTID	700	Hastings Dr.	n/o Zinna Ct.	s/o Rose Dr.	C	10/18/2010	62	20,350
HAVEND	2000	Havenhill Dr.	n/o Warwick Dr.	725' n/o Warwick Dr.	R	2/11/2008	60	24,650
HAWTHL	400	Hawthorne Ln.	n/o Solano Dr.	n/o Lilac Ct.	R	2/11/2008	73	19,600
HEATHC	400	Heather Ct.	s/o Solano Dr.	200' s/o Solano Dr.	R	2/11/2008	67	4,800
HELANC	1750	Helane Ct.	s/o Lori Dr.	350' s/o Lori Dr.	R	2/11/2008	48	10,150
HILLCA	201	Hillcrest Ave.	e/o E-2nd St.	e/o E-3rd St.	R	2/27/2008	95	21,600
HILLCA	301	Hillcrest Ave.	e/o E-3rd St.	e/o E-5th St.	R	11/5/2010	72	39,150

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HILLCA	500	Hillcrest Ave.	w/o E-5th St.	1250' w/o E-5th St.	R	2/27/2008	53	41,250
HOSPIR	1450	Hospital Rd.	n/o Grant St.	n/o Buchanan St.	R	2/27/2008	53	8,700
HUBBSC	600	Hubbs Ct.	n/o Robinson Wy	End	R	10/19/2010	80	4,466
HUGHCT	470	Hugh Court	s/o Panorama Dr.	100' s/o Panorama Dr.	R	2/11/2008	56	3,800
INCLIP	100	Incline Pl.	e/o W-2nd St.	475' e/o W-2nd St.	R	2/11/2008	52	13,775
INDUSC	360	Industrial Ct.	n/o Industrial Way	700' n/o Industrial Way	R	2/27/2008	56	17,500
INDUSW	100	Industrial Way	E-2nd St	Channel Rd.	A	11/5/2010	39	36,400
INDUSW	150	Industrial Way	Channel Rd.	400' n/o Oregon Ct.	A	11/5/2010	83	61,600
INDUSW	3500	Industrial Way	400' w/o Oregon St.	e/o Bayshore Rd.	A	10/20/2010	78	22,400
INDUSW	3700	Industrial Way	w/o Park Rd.	600' w/o Teal Dr.	A	10/20/2010	83	65,600
INDUSW	3800	Industrial Way	600' w/o Teal Rd.	400' e/o Teal Rd.	A	10/20/2010	82	49,200
INDUSW	4000	Industrial Way	400' n/o Teal Dr.	s/o Lake Herman Rd.	A	10/20/2010	43	266,500
indusw	600N	Industrial Way	e/o Bayshore Rd.	w/o Park Rd.	A	10/20/2010	75	27,500
Indusw	600S	Industrial Way	e/o Bayshore Rd.	w/o Park Rd.	A	10/20/2010	67	27,500
INVERC	100	Inverness Ct.	w/o Dartmouth Pl.	200' w/o Dartmouth Pl.	R	2/11/2008	40	5,800
IRISCT	500	Iris Ct.	e/o Toyon Pl.	150 e/o Toyon Pl.	R	2/11/2008	48	4,350
JACKSS	900	Jackson St.	150' e/o Lincoln St.	1450' e/o Lincoln St.	R	2/27/2008	25	45,500
JAMESC	200	James Ct.	e/o Panorama Dr.	525' e/o Panorama Dr.	R	2/11/2008	56	15,225
JANETC	1450	Janet Ct.	n/o Raymond Dr.	150' n/o Raymond Dr.	R	2/11/2008	49	4,350
JASMIC	700	Jasmine Ct.	n/o Primrose Ln.	200' n/o Primrose Ln.	R	2/11/2008	83	6,600
JASPEC	486	Jasper Court	w/o Thomas Dr.	300' w/o Thomas Dr.	R	2/11/2008	66	11,400
JEFFES	850	Jefferson St.	n/o Grant St.	w/o Park Rd.	R	2/27/2008	34	19,200
JOHNSP	600	Johns Pl.	w/o W-6th St.	300' w/o W-6th St.	R	2/11/2008	71	8,700
KAREND	1400	Karen Dr.	n/o Raymond Dr.	s/o Sandy Dr.	R	2/11/2008	47	18,125
KEARND	480	Kearney Dr.	n/o Rose Dr.	n/o McCall Dr.	R	2/11/2008	87	10,800
KEARNS	600	Kearney St.	Pavement change	Pavement change	C	10/21/2010	84	50,688
KEARNS	700	Kearney St.	Pavement change	e/o McAllister Dr E	C	10/21/2010	96	79,167
KELLYC	110	Kelly Court	n/o Gallagher Dr.	200' n/o Gallagher Dr.	R	2/11/2008	73	7,600
KERRYC	800	Kerry Ct.	e/o Dorset Way	600'e/o Dorset Way	R	2/11/2008	39	17,400
KIPCT	590	Kip Ct.	n/o Primrose Ln.	100' n/o Primrose Ln.	R	2/11/2008	71	4,100
KNIGHD	600	Knight Dr.	s/o Belvldere Dr.	w/o Winsor Dr.	R	2/11/2008	62	37,950
LACRUA	1	La Cruz Ave.	n/o Hillcrest Ave.	n/o Hillcrest Ave.	R	2/27/2008	48	37,050
LAPRES	1	La Prenda St.	s/o Vista Grande St.	e/o E-5th St.	R	2/27/2008	33	19,500
LABRAD	400	Labrador Ln.	s/o W-M St.	200' w/o W-M St.	R	2/11/2008	29	9,775
LAKEHR	1	Lake Herman Rd.	e/o Gateway Plaza Ct.	300' e/o Industrial Way	A	10/20/2010	32	41,000
LAKEHR	50	Lake Herman Rd.	e/o Gateway Plaza Ct.	e/o E-2nd St.	A	10/20/2010	69	54,000

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LAKEHR	101	Lake Herman Rd.	e/o E-2nd St.	e/o slide	A	10/20/2010	79	62,700
LAKEHR	102	Lake Herman Rd.	e/o slide	w/o Reservior Rd.	A	10/20/2010	78	155,100
LAKEHR	1100	Lake Herman Rd.	w/o Reservior Rd.	City Limits	A	11/5/2010	60	55,000
LANDAC	1400	Landahl Ct.	n/o Drolette Way	250' n/o Drolette Way	R	2/11/2008	78	7,250
LANSCR	400	Lansing Cir.	e/o McAllister S	e/o McAllister N	C	10/19/2010	93	77,649
LARKIC	300	Larkin Ct.	n/o Larkin Dr.	150' n/o Larkin Dr.	R	2/11/2008	40	4,350
LARKID	300	Larkin Dr.	w/o Panorama Dr.	e/o Brentwood Dr.	R	2/11/2008	63	89,100
LARKSC	700	Larkspur Ct.	n/o Primrose Ln.	175' n/o Primrose Ln.	R	2/11/2008	61	5,775
LAUREC	500	Laurel Ct.	s/o Sweetbrier Ln.	200' s/o Sweetbrier Ln.	R	2/11/2008	73	5,000
LEEDSC	800	Leeds Ct.	s/o Hanlon Way	275' s/o Hanlon Way	R	2/11/2008	57	7,975
LILACC	400	Lilac Ct.	e/o Hawthorne Ln.	225' e/o Hawthorne Ln.	R	2/11/2008	76	5,400
LINCOS	900	Lincoln St.	400' w/o Polk St.	Polk St. s/o Jackson St.	R	2/27/2008	19	19,250
LINDAA	1	Linda Vista Ave.	s/o Hillcrest Ave.	w/o E-5th St.	R	2/27/2008	33	23,400
LINDOS	1700	Lindo St.	s/o Vecino	s/o Vecino	R	11/5/2010	55	22,400
LINDOS	1880	Lindo St.	n/o Vecino St.	s/o Viewmont St.	R	11/5/2010	57	26,400
LLOYDC	400	Lloyd Ct.	n/o Arguello Dr	End	R	10/19/2010	95	9,251
LONDOC	1500	London Circle	w/o London Dr.	300' w/o London Dr.	R	2/11/2008	60	58,575
LONDOD	1700	London Dr.	w/o Hastings Dr.	n/o London Circle	R	2/11/2008	51	34,225
LORIDR	300	Lori Dr.	w/o Shirley Dr.	e/o W-7th St.	R	2/11/2008	53	118,400
LUPINC	500	Lupine Ct.	s/o Solano Dr.	425' s/o Solano Dr.	R	2/11/2008	47	12,325
LYNCHD	274	Lynch Drive	w/o McAllister DR.	w/o McAllister Dr.	R	2/11/2008	74	37,800
LYONCT	566	Lyon Ct.	n/o Morning Glory Dr.	300' n/o Morning Glory Dr.	R	2/11/2008	77	9,900
MALLAD	3600	Mallard Dr.	n/o Industrial Way	s/o Teal Dr.	R	2/27/2008	41	39,600
MARINP	400	Marina Place	e/o W-5th St.	w/o W-4th St.	R	2/11/2008	50	17,400
MARTIC	100	Martin Ct.	n/o Dundee Way	250' n/o Dundee Way	R	2/11/2008	28	7,250
MARYCT	700	Mary Ct.	s/o Kearney St	End	R	10/19/2010	96	7,627
MAYOCT	800	Mayo Ct.	e/o Dorset Way	550' e/o Dorset Way	R	2/11/2008	66	15,950
MCALLD	277	Mc Allister Dr.	n/o Rose Dr.	n/o Lynch Dr.	R	2/11/2008	55	46,200
MCALLD	400	Mc Allister Dr.	n/o Arguello Dr	n/o Kearney St	C	10/19/2010	95	91,674
MCKENC	400	Mc Kenna Ct.	n/o Lansing Cir.	End	R	10/19/2010	93	8,613
MCCALD	358	McCall Drive	e/o Panorama Dr.	w/o McAllister Dr.	R	2/11/2008	92	37,800
MCCALD	458	McCall Drive	e/o Kearney Dr.	w/o Panorama Dr.	R	2/11/2008	80	96,600
MERLIC	200	Merlin Ct.	e/o Panorama Dr.	275' e/o Panorama Dr.	R	2/11/2008	38	4,950
MILITE	201	Military East	e/o E-2nd St.	w/o E-5th St.	A	10/21/2010	90	76,000
MILITE	499	Military East	w/o E-5th St.	e/o E-5th St.	A	11/5/2010	88	2,000
MILITE	500	Military East	e/o E-5th St.	w/o Main Gate	A	11/5/2010	92	61,950

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MILITW	100	Military West	e/o E-2nd St.	w/o W-2nd St.	A	10/21/2010	78	83,875
MILITW	200	Military West	w/o W-2nd St.	w/o W-5th St.	A	10/21/2010	81	107,800
MILITW	500	Military West	w/o W-5th St.	e/o W-7th St.	A	11/5/2010	50	58,500
MILITW	700	Military West	e/o W-7th St.	w/o Drolette Way	A	10/21/2010	56	66,000
MILITW	800	Military West	w/o Drolette Way	e/o Southampton Rd.	A	10/21/2010	100	118,800
MILITW	1350	Military West	w/o W-14th St.	e/o Southampton	A	11/5/2010	64	23,760
MILITW	1401	Military West	w/o W-14th St.	e/o 780	A	11/5/2010	58	28,830
MILLSC	400	Mills Ct.	n/o Mills Dr.	250' n/o Mills Dr.	R	11/5/2010	70	7,250
MILLSD	401	Mills Dr.	e/o Hastings Dr.	e/o Brentwood Dr.	R	10/18/2010	94	28,050
MILLSD	425	Mills Dr.	e/o Brentwood Dr.	e/o Cambridge Dr.	R	10/18/2010	96	33,000
MILLSD	450	Mills Dr.	n/o Cambridge Dr. Dr.	e/o Brentwood Dr.	R	2/11/2008	46	72,600
MIZNEC	486	Mizner Court	s/o Panorama Dr.	100' s/o Panorama Dr.	R	2/11/2008	59	3,800
MONTEV	1200	Monte Vista	w/o Plaza De Oro	425' w/o Plaza De Oro	R	2/11/2008	72	12,325
MORNID	575	Morning Glory Dr.	e/o Snapdragon Dr.	s/o Rose Dr.	R	2/11/2008	78	67,650
mountt	100	Mountview Terrace	n/o Riverview Terr.	800' n/o Riverview Terr.	R	2/11/2008	68	22,400
MYRTLC	400	Myrtle Ct.	w/o Hawthorne Ln.	200' w/o Hawthorne Ln.	R	2/11/2008	63	5,200
NOYESC	100	Noyes Ct.	s/o Industrial Way	200' s/o Industrial Way	R	2/27/2008	30	7,200
OFARD	400	OFarrell Dr.	n/o Southampton Rd.	w/o Turner Dr.	R	2/11/2008	82	80,025
OHARD	1400	OHare Dr.	n/o W-N St.	n/o W-N St.	R	2/11/2008	72	20,300
OLDSUR	2100	Old Suisun Rd.	e/o E-2nd St.	n & s ends	R	2/27/2008	22	9,600
OLIVEC	100	Olive Branch Ct.	e/o Goldenhill Dr.	600' e/o Goldenhill Dr.	R	2/11/2008	77	17,400
ORCHIC	500	Orchid Ct.	w/o Hastings Dr.	550' w/o Hastings Dr.	R	2/11/2008	53	15,950
OREGOS	3900	Oregon St.	n/o Indusrial Way	700' n/o Industrial Way	R	2/27/2008	17	18,900
OXFORW	780	Oxford Way	n/o Rose Dr.	n/o Rose Dr.	R	2/11/2008	51	155,100
PACIFC	1800	Pacifica Ct.	s/o Viewmont St.	225' s/o Viewmont St.	R	2/27/2008	75	12,600
PALACC	900	Palace Ct.	e/o Rose Dr.	375' e/o Rose Dr.	R	2/11/2008	58	10,875
PANORC	300	Panorama Ct.	w/o Panorama Dr.	925' w/o Panorama Dr.	R	2/11/2008	38	26,825
PANORD	001	Panorama Dr.	n/o Southampton	n/o Larkin Dr.	C	10/19/2010	91	109,200
PANORD	100	Panorama Dr.	e/o Chelsea Hills Dr.	200' e/o Tustin Ct.	C	11/5/2010	92	48,675
PANORD	200	Panorama Dr.	e/o Chesea Hills Dr.	e/o Larkin Dr.	C	11/5/2010	89	46,200
PANORD	140	Panorama Drive	n/o Tustin Ct.	s/o Rose Dr.	C	10/19/2010	79	67,200
PANORD	488	Panorama Drive	n/o Rose Dr.	n/o McCall Dr.	C	10/19/2010	80	88,200
PARKRD	1450	Park Rd.	n/o Adams St.	s/o Hwy 780	A	10/20/2010	76	40,500
PARKRD	1501	Park Rd.	Oak Rd.	Elm St.	A	10/20/2010	83	76,032
PARKRD	1502	Park Rd.	Elm St.	Bayshore Rd.	A	10/20/2010	46	101,088
PARKRD	3300	Park Rd.	n/o Bayshore Rd.	s/o Industrial Way	A	11/5/2010	66	43,500

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PARKRD	3800	Park Rd.	n/o Industrial Way	s/o Stone Rd.	C	11/5/2010	49	62,700
PARKRD	4400	Park Rd.	s/o Stone Rd.	s/o E-2nd St.	C	10/20/2010	88	115,500
PARKRS	100	Park Road South	s/o Adams	n/o Grant	C	10/19/2010	46	5,842
PAULCT	380	Paul Court	w/o Allen Way	200' w/o Allen Way	R	2/11/2008	76	7,600
PERIWP	560	Periwinkle Pl.	s/o Primrose Ln.	n/o Daffodil Dr.	R	2/11/2008	80	23,100
PERIWP	580	Periwinkle Pl.	n/o Primrose Ln.	300' n/o Primrose Ln.	R	2/11/2008	81	9,900
PERTHW	100	Perth Way	e/o White Chaple Dr.	100' e/o White Chaple Dr.	R	2/11/2008	65	2,900
PHELPC	576	Phelps Ct.	n/o Daffodil Dr.	350' n/o Daffodil Dr.	R	2/11/2008	80	11,550
PIERCD	272	Piercy Dr.	e/o McAllister Dr.	300' e/o McAllister Dr.	R	2/11/2008	73	8,700
PLAZAD	1200	Plaza De Oro	n/o Military West	525' w/o Military West	R	2/11/2008	65	15,225
PLYMOC	400	Plymouth Ct.	s/o O'Farrell Dr.	250' s/o O'Farrell Dr.	R	2/11/2008	42	7,250
PTBENW	100	Point Benicia Way	e/o 1st St.	w/o E-2nd St.	R	2/27/2008	48	13,200
POLKST	900	Polk St.	100' e/o Park Rd.	n/o Jackson St.	R	2/27/2008	52	10,925
POPPYC	500	Poppy Circle	w/o Solano Dr.	w/o Solano dr.	R	2/11/2008	55	56,100
PRIMRL	590	Primrose Ln.	e/o Periwinkle Dr.	n/o Rose Dr.	R	2/11/2008	80	46,200
PRIMRL	690	Primrose Ln.	e/o Barton Way	e/o Periwinkle Pl.	R	2/11/2008	78	77,550
RADNOC	200	Radnor Ct.	s/o Carlise Way	450' s/o Carlise Way	R	2/11/2008	62	13,050
RANKIW	100	Rankin Way	w/o E-2nd St.	250' w/o Brandon Ct.	R	2/27/2008	56	23,100
RAYMOD	200	Raymond Dr.	e/o W-3rd St.	w/o E-2nd St.	R	2/11/2008	32	22,275
RAYMOD	300	Raymond Dr.	e/o W-5th St.	w/o Shirley Dr.	R	2/11/2008	46	41,250
RAYMOD	500	Raymond Dr.	w/o Sherman Dr.	w/o Karen Dr.	R	2/11/2008	65	15,950
REEDCT	400	Reed Ct.	e/o O'Farrell Dr.	225' e/o O'Farrell Dr.	R	2/11/2008	22	6,525
REGISC	600	Regis Ct.	s/o Belvldere Dr.	300' s/o Belvedre Dr.	R	2/11/2008	86	8,700
RESERR	100	Reservior Rd.	n/o E-2nd St.	s/o Lake Herman Rd.	A	10/20/2010	30	62,000
RINCOC	1700	Riconda Ct.	w/o E-5th St.	375' w/o E-5th St.	R	2/27/2008	22	10,875
RIDGEC	500	Ridge Circle	e/o W-6th St.	200' e/o W-6th St.	R	2/11/2008	54	6,200
RIVERD	100	Riverhill Dr.	e/o E-2nd St.	750' e/o E-2nd St.	R	2/27/2008	96	27,000
rivert	100	Riverview Terrace	n/o Riverhill Dr.	150' w/o Mountian View Terr.	R	2/11/2008	63	32,200
ROBINW	600	Robinson Wy.	w/o Kearney St S	w/o Kearney St N	C	10/18/2010	82	43,098
ROSEDR	530	Rose Dr.	e/o Panorama Dr.	e/o Primrose Dr.	C	11/5/2010	60	118,400
ROSEDR	570	Rose Dr.	e/o Hastings Dr.	e/o Primrose Dr.	C	10/18/2010	68	88,800
ROSEDR	601	Rose Dr.	e/o Oxford Way	w/o Windsor Dr.	C	10/18/2010	90	96,200
ROSEDR	700	Rose Dr.	n/o Palace Ct.	n/o Oxford Dr.	C	10/18/2010	81	101,750
ROSEDR	710	Rose Dr.	e/o Windsor Dr.	100 e/o Solano Dr.	C	11/5/2010	100	29,600
ROSEDR	711	Rose Dr.	100 e/o Solano Dr.	e/o Hastings Dr.	C	11/5/2010	68	77,700
Rosedr	841	Rose Dr.	n/o Cambridge Dr.	n/o Palace Ct.	C	10/18/2010	75	92,500

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Street ID	Section ID	Street Name	Begin	End	FC	PCI_Date	PCI	Area (sf)
ROSEDR	1100	Rose Dr.	n/o Columbus Parkway	n/o Cambridge Dr.	C	10/18/2010	76	31,450
ROSEDR	105	Rose Drive	PANORAMA DRIVE	MC ALLISTER DRIVE	A	11/5/2010	63	22,200
ROSEDR	110	Rose Drive	MC ALLISTER DRIVE	E 2ND STREET	A	11/5/2010	100	77,700
SAGECT	400	Sage Ct.	n/o Solano Dr.	150' n/o Solano Dr.	R	2/11/2008	53	3,750
SAMUEC	400	Samuel Ct	e/o McAllister Dr	End	R	10/19/2010	94	12,412
SANBOC	400	Sanborn Ct.	w/o O'Farrell Dr.	325' w/o O'Farrell Dr.	R	11/5/2010	57	9,425
SANDYW	400	Sandy Way	w/o Sherman Dr.	e/o Lori Dr.	R	2/11/2008	55	42,900
SARGEC	500	Sargent Ct.	w/o Cooper Dr.	350' w/o Cooper Dr.	R	2/11/2008	52	10,150
SEAVID	100	Seaview Dr.	w/o E-2nd St.	e/o Havenhill Dr.	R	2/11/2008	51	105,450
SEMPLC	200	Semple Crossing	e/o W-3rd St.	w/o W-2nd St.	R	2/11/2008	29	14,400
SHANNC	1500	Shannon Ct.	n/o Raymond Dr.	200' n/o Raymond Dr.	R	2/11/2008	76	5,800
SHERMD	1400	Sherman Dr.	n/o Gloria	s/o Lori Dr.	R	2/11/2008	62	22,400
SHIRLD	1600	Shirley Dr.	n/o Raymond Dr.	150' n/o Bridgeview Ct.	R	2/11/2008	28	49,950
SILASC	372	Silas Court	n/o McCall Dr.	200' n/o McCall Dr.	R	2/11/2008	87	7,600
SMITHC	400	Smith Ct.	e/o Lansing Cir.	End	R	10/19/2010	95	4,466
SNAPDP	645	Snapdragon Pl.	s/o Rose Dr.	200' s/o Morning Glory Dr.	R	2/11/2008	80	15,675
SNAPDP	655	Snapdragon Pl.	s/o Primrose Ln.	n/o Rose Dr.	R	2/11/2008	66	24,750
SNAPDP	690	Snapdragon Pl.	n/o Primrose Ln.	300' n/o Primrose Ln.	R	2/11/2008	74	9,900
SOLAND	410	Solano Dr.	Hastings Dr.	Duval Ct.	R	2/11/2008	34	64,350
SOLAND	450	Solano Dr.	Duval Ct.	Larkin Dr.	R	2/11/2008	91	16,500
SOLAND	500	Solano Dr.	w/o Hastings Dr.	s/o Rose Dr.	R	11/5/2010	56	92,400
SORREC	500	Sorrel Ct.	s/o Solano Dr.	150' s/o Solano Dr.	R	2/11/2008	67	4,350
SOUTHR	700	Southampton Rd.	s/o 780	n/o Chelsea Hills Dr.	A	10/21/2010	42	45,600
SOUTHR	800	Southampton Rd.	w/o Chelsea Hills Dr.	e/o Panorama Dr.	A	10/21/2010	47	83,750
SOUTHR	1001	Southampton Rd.	Military West	Devonshire	A	10/21/2010	43	61,200
SOUTHR	1002	Southampton Rd.	Devonshire	Turner Dr.	A	10/21/2010	72	55,000
SOUTHR	1003	Southampton Rd.	Devonshire East Bound	Turner Dr.	A	10/21/2010	45	55,000
SOUTHR	1004	Southampton Rd.	Turner Dr.	Panorama Dr.	A	11/5/2010	50	40,800
SPRIGD	3600	Sprig Dr.	e/o Mallard Dr.	s/o Teal Dr.	R	2/27/2008	13	33,000
STAUGC	200	St. Augustine Court	e/o E-3rd St.	500' e/o E-3rd St.	R	2/27/2008	79	16,500
STAUGD	200	St. Augustine Dr.	e/o E-2nd St.	w/o E-3rd St.	R	2/27/2008	21	17,400
STCATS	300	St. Catherines Sq.	w/o W-3rd St.	500' w/o W-3rd St.	R	2/11/2008	50	14,500
STFRAC	100	St. Francis Court	n/o St. Augustine Ct.	150' n/o St. Augustine Ct.	R	2/27/2008	76	4,950
STEPHC	600	Stephen Ct.	e/o McAllister Dr	End	R	10/19/2010	91	4,785
STEVEN	300	Steven Circle	w/o Panorama Way	w/o Panorama Way	R	2/11/2008	52	47,850
STEVEC	300	Steven Ct.	s/o Steven Circle	150' s/o Steven Circle	R	2/11/2008	53	3,600

Street ID	Section ID	Street Name	Begin	End	FC	PCI_Date	PCI	Area (sf)
STONER	500	Stone Rd.	w/o Park Rd.	s/o Getty Ct.	R	2/27/2008	58	55,440
STONER	600	Stone Rd.	s/o Getty Ct.	s/o E-2nd St.	R	2/27/2008	49	63,360
STONEC	600	Stoneman Ct.	s/o McAllister Dr	End	R	10/18/2010	100	23,732
STUARC	1700	Stuart Ct.	s/o Devonshire Dr.	550' s/o Devonshire Dr.	R	2/11/2008	53	18,150
SUNRIC	300	Sunrise Ct.	w/o Warwick Dr.	275' w/o Warwick Dr.	R	2/11/2008	58	7,975
SUNSEC	2000	Sunset Circle	n/o Warwick Dr.	575' n/o Warwick Dr.	R	2/11/2008	60	16,675
SUSANC	1600	Susan Ct.	n/o Lori Dr.	150' n/o Lori Dr.	R	2/11/2008	42	4,350
SWEETL	500	Sweetbrier Ln.	w/o Hastings Dr.	e/o Solano Dr.	R	2/11/2008	57	18,850
TAMARC	1400	Tamara Ct.	s/o Raymond Dr.	200 s/o Raymond Dr.	R	2/11/2008	65	5,800
TEALDR	3900	Teal Dr.	w/o Industrial Way	150' w/o Mallard Way	R	2/27/2008	5	26,400
TENNYD	100	Tenny Dr.	w/o E-2nd St.	1525 w/o E-2nd St.	R	2/27/2008	52	50,325
THOMAD	444	Thomas Dr.	n/o McCall Dr.	s/o Panorama Dr.	R	2/11/2008	72	16,800
TOWNSD	451	Townsend Dr.	n/o Arguello Dr	e/o Kearney St	C	10/18/2010	100	46,662
TOYONP	500	Toyon Pl.	s/o Sweetbrier Ln.	e/o Solano Dr.	R	2/11/2008	71	18,850
TULIPC	700	Tulip Ct.	n/o Primrose Ln.	200' n/o Primrose Ln.	R	2/11/2008	84	6,600
TURNED	400	Turner Dr.	n/o Southampton Rd.	s/o Larkin Dr.	R	2/11/2008	94	79,200
TUSTIC	100	Tustin Ct.	w/o Panorama Dr.	775' w/o Panorama Dr.	R	11/5/2010	57	22,475
TYLERS	900	Tyler St.	e/o Polk St.	750' e/o Polk St.	R	2/27/2008	50	21,750
TYNECT	700	Tyne Ct.	n/o Rose Dr.	150' n/o Rose Dr.	R	2/11/2008	56	4,350
UNIONC	500	Union Ct.	n/o Capitol Dr.	175' n/o Capitol Dr.	R	2/11/2008	37	5,075
VALERC	1750	Valerie Ct.	s/o Lori Dr.	200' s/o Lori Dr.	R	2/11/2008	47	5,800
VARNIC	1600	Varni Ct.	n/o St. Augustine Dr.	275' n/o St. Augustine Dr.	R	2/11/2008	73	8,250
VECENS	500	Vecino St.	e/o E-5th St.	ww/o Casa Grande	R	2/27/2008	96	24,000
VIAALC	2100	Via Alta Ct.	s/o Hillcrest Ave.	475' s/o Hillcrest Ave.	R	2/27/2008	27	13,775
VIAMEC	2100	Via Media Ct.	s/o Hillcrest Ave.	475' s/o Hillcrest Ave.	R	2/27/2008	41	13,775
VIEWMS	300	Viewmont St.	e/o E-3rd St.	w/o E-5th St.	R	2/27/2008	77	61,600
VIEWMS	500	Viewmont St.	e/o E-5th St.	w/o Casa Grande St.	R	2/27/2008	37	44,550
VINCEC	600	Vincent Ct.	e/o Kearney St	End	R	11/5/2010	84	4,466
VIOLEC	700	Violet Ct.	e/o Barton Way	450' e/o Barton Way	R	2/11/2008	92	14,850
VISTAC	400	Vista Ct.	n/o West M St.	500' n/o West M St.	R	2/11/2008	37	23,100
VISTAG	1	Vista Grande St.	s/o Hillcrest Ave.	e/o E-5th St.	R	11/5/2010	100	30,550
WAINWS	800	Wainwright St.	w/o W-8th St.	e/o W-9th St.	R	2/11/2008	33	16,200
WALSHC	800	Walsh Ct.	e/o Channing Circle	150' e/o Channing Circle	R	2/11/2008	36	4,350
WANGES	500	Wanger Ct.	e/o E-2nd St.	200' e/o E-2nd St.	R	2/27/2008	47	7,400
WARECT	600	Ware Ct.	s/o Knight Dr.	150' s/o Knight Dr.	R	2/11/2008	83	4,950
WARWID	290	Warwick Dr.	s/o Seaview Dr.	e/o Sunset Circle	R	2/11/2008	55	91,200

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WARWID	500	Warwick Dr.	e/o Sunset Circle	e/o Chelsea Hills Dr.	R	2/11/2008	76	47,500
WASHIS	1000	Washington St.	n/o Adams St.	700' n/o Adams St.	R	2/27/2008	78	16,100
WATSOC	556	Watson Court	s/o Rose Dr.	600' s/o Rose Dr.	R	2/11/2008	76	22,800
WELDOC	300	Weldon Ct.	s/o Larkin Dr.	200' s/o Larkin Dr.	R	11/5/2010	56	5,800
W-10	1100	West 10th St.	s/o Military	s/o W-K St.	R	2/11/2008	52	25,900
W-11	1100	West 11th St.	s/o Military West	150' s/o W-L St.	R	2/11/2008	41	14,500
W-12	1000	West 12th St.	s/o W-K St.	125' s/o W-K St.	R	2/11/2008	100	3,125
W-13	1200	West 13th St.	s/o Military West	n/o W-K St.	R	2/11/2008	38	24,750
W-14	1200	West 14th St.	s/o Military West	n/o W-k St.	R	2/11/2008	82	15,225
W-2	700	West 2nd St.	s/o W-J St.	n/o Semple Ct.	R	8/2/2002	77	32,000
W-2	801	West 2nd St.	n/o W-K	n/o W-J	R	10/19/2010	83	13,800
W-2	901	West 2nd St.	s/o Military	n/o W-K	R	10/19/2010	28	13,800
W-2	1100	West 2nd St.	n/o Military West	n/o West N St.	R	2/11/2008	94	20,400
W-2	1400	West 2nd St.	n/o W-N St.	n/o RaymondDr.	R	2/11/2008	27	13,200
W-3	700	West 3rd St.	s/o W-J St.	s/o Semples Crossing	R	2/11/2008	29	32,000
W-3	900	West 3rd St.	s/o Military	n/o W-J St.	R	2/11/2008	38	19,200
W-3	1100	West 3rd St.	n/o Military West	n/o Raymond Dr.	R	2/11/2008	54	32,375
W-4	700	West 4th St.	s/o w-J St.	s/o W-I St.	R	2/11/2008	20	9,600
W-4	900	West 4th St.	s/o Marina	n/o W-J St.	R	2/11/2008	34	12,800
W-4	1200	West 4th St.	s/o West M St.	125' s/o West M St.	R	11/5/2010	57	3,750
W-5	700	West 5th St.	s/o W-J St.	s/o W-I St.	R	2/11/2008	77	12,800
W-5	900	West 5th St.	s/o Military	n/o W-J St.	R	2/11/2008	41	19,200
W-5	1100	West 5th St.	n/o Military West	n/o Gloria	R	2/11/2008	78	26,100
W-6	600	West 6th St.	n/o Cove Way	s/o West K St.	R	2/11/2008	32	32,200
W-6	1000	West 6th St.	s/o Military West	n/o West K St.	R	11/5/2010	57	7,000
W-7	1100	West 7th St.	n/o W-K St.	s/o Military West	C	10/19/2010	41	12,000
W-7	1200	West 7th St.	n/o Military West	s/o 780 e/b on ramp	A	10/19/2010	71	83,425
W-8	800	West 8th St.	s/o W-K St.	s/o W-h St.	R	2/11/2008	99	26,000
W-9	800	West 9th St.	n/o W-K St.	300' s/o W-I St.	R	2/11/2008	43	21,000
W-9	1100	West 9th St.	425' n/o W-L St.	n/o W-L St.	R	2/11/2008	79	15,725
W-C	100	West C St.	w/o 1st St.	100' w/o 1st St.	R	2/11/2008	21	1,900
W-D	100	West D St.	w/o 1st St.	200' w/o 1st St.	R	2/11/2008	86	9,600
W-E	100	West E St.	w/o 1st St.	325' w/o 1st St.	R	2/11/2008	40	10,400
W-F	100	West F St.	w/o 1st St.	600' w/o 1st St.	R	2/11/2008	70	28,800
W-G	100	West G St.	e/o W-2nd ST.	w/o 1st St.	R	2/11/2008	77	19,200
W-H	100	West H St.	e/o W-2nd St.	w/o 1st St.	R	2/11/2008	51	29,400

Street ID	Section ID	Street Name	Begin	End	FC	PCI_Date	PCI	Area (sf)
W-H	200	West H St.	e/o W-3rd St.	w/o W-2nd St.	R	2/11/2008	39	29,400
W-H	300	West H St.	w/o W-3rd St.	250' w/o W-3rd St.	R	2/11/2008	32	8,000
W-H	700	West H St.	e/o W-8th St.	400' e/o W-8th St.	R	2/11/2008	39	8,000
W-I	100	West I St.	e/o W-2nd St.	w/o 1st St.	R	2/11/2008	90	16,800
W-I	200	West I St.	w/o W-2nd St.	e/o W-3rd St.	R	2/11/2008	37	16,800
W-I	300	West I St.	w/o W-3rd St.	e/o W-4th St.	R	2/11/2008	54	16,800
W-I	500	West I St.	e/o W-6th St.	w/o W-5th St.	R	2/11/2008	13	17,400
W-I	600	West I St.	w/o W-6th St.	e/o W-8th St.	R	2/11/2008	47	35,000
W-I	800	West I St.	w/o W-8th St.	e/o W-9th St.	R	2/11/2008	100	16,800
W-INDW	250	West Industrial Way	w/o E-2nd St.	300' w/o E-2nd St.	R	2/27/2008	27	11,100
W-J	101	West J St.	w/o First St.	e/o W-2nd St.	C	10/19/2010	93	22,200
W-J	201	West J St.	w/o W-2nd St.	e/o W-5th St.	C	10/19/2010	82	75,850
W-J	500	West J St.	e/o W-6th St.	w/o W-5th St.	R	2/11/2008	100	21,000
W-J	600	West J St.	w/o W-6th St.	e/o W-8th St.	R	2/11/2008	100	33,750
W-J	800	West J St.	w/o W-8th St.	e/o W-9th St.	R	2/11/2008	34	16,800
W-K	100	West K St.	e/o W-2nd St.	w/o 1st St.	R	2/11/2008	94	18,000
W-K	300	West K St.	e/o W-4th St.	w/o W-2nd St.	R	2/11/2008	61	35,840
W-K	400	West K St.	e/o W-5th St.	w/o W-4th St.	R	2/11/2008	42	16,800
W-K	500	West K St.	e/o Claverie Way	w/o W-5th St.	R	2/11/2008	61	17,400
W-K	600	West K St.	e/o Claverie Way	e/o W-7th St.	C	10/19/2010	93	24,375
W-K	700	West K St.	e/o W-7th St.	w/o W-9th St.	C	10/19/2010	91	78,000
W-K	900	West K St.	w/o W-9th St.	e/o W-10th St.	C	10/19/2010	96	23,400
W-K	1000	West K St.	w/o W-10th St.	s/o Military West	C	10/19/2010	95	127,650
W-L	801	West L St.	400' e/o W-9th St.	625' e/o W-9th St.	R	2/11/2008	95	3,625
W-L	850	West L St.	400' e/o W-9th St.	e/o W-9th St.	R	2/11/2008	68	11,600
W-L	900	West L St.	e/o W-10th St.	w/o W-9th St.	R	2/11/2008	84	17,400
W-L	1000	West L St.	e/o W-11th St.	w/o W-10th St.	R	2/11/2008	63	17,400
W-L	1100	West L St.	w/o W-11th St.	350' e/o W-11th St.	R	2/11/2008	54	4,900
W-L	1200	West L St.	e/o W-13th St.	600' e/o W-13th St.	R	11/5/2010	57	14,400
W-L	1400	West L Street	e/o W-14th	w/o W-13th	R	2/27/2008	38	20,400
W-M	200	West M St.	e/o W-3rd St.	w/o W-2nd St.	R	2/11/2008	61	19,800
W-M	400	West M St.	e/o W-5th St.	w/o w-3rd St.	R	2/11/2008	79	42,075
W-N	101	West N St.	w/o W-2nd St.	e/o O'Hare Dr.	R	2/11/2008	99	19,800
W-N	102	West N St.	e/o O'Hare Dr.	w/o E-2nd St.	R	2/11/2008	70	20,625
W-N	1200	West N St.	w/o Plaza De Oro	n/o Military West	R	2/11/2008	57	21,025
WHITED	100	White Chapel Dr.	e/o Chelsea Hills Dr.	w/o Ardmore Dr.	R	2/11/2008	46	40,800

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WHITED	134	White Chapel Dr.	s/o Ardmore Way	s/o Banbury Way	R	11/5/2010	56	18,975
WILLOC	550	Willow Ct.	s/o Solano Dr.	575' s/o Solano Dr.	R	2/11/2008	80	17,250
WINDSD	600	Windsor Dr.	s/o Rose Dr.	s/o Knight Dr.	R	2/11/2008	66	37,125
WINGFW	1	Wingfield Way	n/o Military East	w/o E-3rd St.	R	10/20/2010	95	11,550
WINSTC	500	Winston Ct.	n/o Cambridge Dr.	225' n/o Cambridge Dr.	R	11/5/2010	72	6,525
WISTEC	500	Wisteria Ct.	n/o Fuchsia Dr.	275' n/o Fuchsia Dr.	R	2/11/2008	81	7,975
WOODBC	600	Woodbridge Ct.	s/o McAllister Dr	End	R	10/19/2010	93	10,498
WOODGW	100	Woodgreen Way	s/o Ardmore Way	400' s/o Ardmore Way	R	11/5/2010	58	12,000
WOODSC	100	Woodstock Ct.	e/o Dartmouth Pl.	225' e/o Dartmouth Pl.	R	2/11/2008	37	6,750
WOOLCT	378	Wool Court	n/o McCall Dr.	200' n/o McCall Dr.	R	2/11/2008	86	7,600
YORKDR	400	York Dr.	w/o O'Farrell Dr.	w/o Turner Dr.	R	2/11/2008	58	55,275
ZINNIC	500	Zinnia Ct.	w/o Hastings Dr.	475' w/o Hastings Dr.	R	2/11/2008	78	13,775

NICHOLS CONSULTING ENGINEERS, Chtd.

Margot T. Yapp, P.E.
Principal/Project Manager

Education	MPP in Public Policy, University of California, Berkeley, 2005 M.S. in Civil Engineering, Oregon State University, 1987 B.S. in Civil Engineering, Oregon State University, 1985 B.S. in Forest Engineering, Oregon State University, 1985
Professional Registrations	California, Oregon
Professional Affiliations	American Society of Civil Engineers American Public Works Association Transportation Research Board Committees A1T50 (Asset Management) TRB Subcommittee A2B01 (1) Local Agency Pavement Management Co-Chair, Pavement Preservation Technical Group on Pavement Management Strategic Highway Research Program II - Technical Coordinating Committee for Reliability

Summary Experience

Ms. Yapp has over 24 years of experience in the area of transportation engineering specializing in pavement design, asset/pavement management and research for roads, highways and airfields. She has also implemented many Pavement Management Systems for cities, counties and airports in California, Oregon, Nevada, Hawaii and Texas. She has taught workshops on pavement management systems for the National Highway Institute/Federal Highway Administration. She is also involved in the evaluation and design of airfield pavements for civilian and military airports.

She is currently completing a statewide needs assessment for all 536 cities and counties in California. This includes all pavements as well as non-pavement assets (sidewalks, storm drains, curb ramps, street signs, signals etc). The results were presented to the State Legislature and the California Transportation Commission, and will be used to advocate for additional funding for transportation.

Ms. Yapp is also currently working with the Orange County Transportation Authority (OCTA) to develop a methodology to ensure consistency in pavement condition survey methods. In addition, the parameters used to make planning decisions (decision trees, unit costs, performance prediction models) will be examined.

Representative Projects

Asset/Pavement Management Systems

NCE's proposed Project Manager, Ms. Yapp, has worked with pavement management software since 1987. She has worked with over 200 agencies in California, Oregon, Washington, Hawaii and Nevada to implement PMS, from condition surveys to setting up budget parameters to preparing final reports to making presentations to City Councils for cities (Northern California – Hayward, Alameda, Emeryville, Antioch, Daly City, Foster City, Portola Valley, Orinda, Oakland, Fremont, Albany, San Jose, San Bruno, Campbell, San Ramon, Lafayette, San Francisco, Newark, Gilroy, Fairfield, Brentwood, Benicia, El Cerrito, Richmond, Mountain View, Walnut Creek; and Southern

California - Highland, San Dimas, Torrance, Mission Viejo, and Torrance just to name a few), counties (San Mateo, Marin, Stanislaus, Orange, San Bernardino, and Monterey) and federal (US Forest Service, Presidio of San Francisco, Barbers Point NAS) agencies. She has been involved in all aspects of PMS implementation, from collecting field data, performing condition surveys, performing analyses, preparing reports, presenting results to decision makers, and managing projects. The types of PMS software include MTC's StreetSaver, MicroPAVER, dTIMS, Cartegraph and the Hansen Enterprise system.

Currently she works with both regional and local agencies to use their PMS data for developing work plans and also to project long-term needs for sales tax or bond measures. She has used PMS data to develop performance prediction models, to monitor performance of projects constructed with new pavement materials such as crumb rubber, and to develop new specifications. She recently prepared a long-term regional pavement needs for all 34 cities in Orange County for the Orange County Transportation Authority.

In addition, she has worked with MTC to provide hotline support, training, and developed computer user's manuals for the software. She has assisted MTC in the Joint Development Meetings for StreetSaver™. In 2007, Ms. Yapp was honored by MTC with the **2007 Local Streets and Roads All Star Award** in recognition of her leadership and outstanding contributions toward improving regional streets and roads.

Airfield Pavement Management

Ms. Yapp was Project Manager for the implementation of a PMS at San Francisco International Airport. The project involved all data collection activities, analyses and the preparation of budget reports and maintenance and rehabilitation recommendations. Both airside and landside pavements were included. Additionally, the project included the development of specific program enhancements for the airport, including the use of CADD maps and a project-level pavement analysis program that used mechanistic methods for overlay design as well as determination of allowable loads using falling weight deflectometer testing.

Other airports include Reno-Tahoe International Airport, John Wayne International Airport, Barbers Point NAS, and 192 general aviation airfields in the State of California. Directed data collection and data entry efforts, and assisted in the development of maintenance and rehabilitation strategies and generated reports for individual airfields.

She provided week-long training sessions on the PMS to San Francisco International Airport, Caltrans Division of Aeronautics and Houston Intercontinental Airport staff.

Training

Ms. Yapp was the Principal Instructor for the Federal Highway Administration for a three-day course on *Pavement Management Systems*. This course was taught to over 20 state highway agencies in the United States; she has also taught two-day workshops on pavement management systems for local agencies and T^2 Centers. These courses include the basic principles of a PMS as well as more advanced components. Elements of the course include inventory, condition assessments, budget needs, implementation, and presenting results to decision makers. She has also trained

numerous local and federal agencies in the use and operations of PMS at both the technical and non-technical levels. She is currently developing a 1-day course for the FHWA entitled "Pavement Management – Characteristics of an Effective Program".

She has taught "*Pavement Distress Identification*" for the National Highway Institute. She was also a part-time lecturer at San Jose State University where she teaches a graduate course in pavement evaluation and design and pavement management systems. She currently presents courses on pavement performance and utility cuts as part of the University of Wisconsin's Department of Engineering Professional Education.

Roadway/Pavement Design

Ms. Yapp has been involved in the pavement designs for runways, taxiways and aprons for airfields as well as roads and highways. Pavement designs typically include the use of nondestructive testing devices such as the Dynaflect and Falling Weight Deflectometer (FWD). Roadway designs have been performed for local, state and federal agencies in New Mexico, California, Oregon, Washington and Alaska. Airfield experiences include the pavement designs at Barber's Point NAS, McCarran International Airport at Las Vegas, San Jose International Airport in California, Fresno ANG, and Castle AFB.

She is familiar with Caltrans, AASHTO and mechanistic design procedures, as well as those of the Asphalt Institute, the Federal Aviation Administration and the U.S. Corps of Engineers. Mechanistic designs have typically been employed in cases where non-standard vehicles, such as missile carriers, have loads that are unusually high or where unconventional subgrade base or surface course materials are needed.

Sample projects include cities such as Los Gatos, Livermore, Hayward, Oakland and Campbell.

Selected Publications & Reports

"California Statewide Local Streets and Roads Needs Assessment", for the California State Association of Counties and the League of California Cities, Draft Final Report, April 2009.

"Non-Pavement Needs Assessment", with Rita Leahy and Adriana Vargas, for the Metropolitan Transportation Commission, September 2007.

"Countywide Assessment of Existing & Future Pavement Needs", with LiQun Ke, for the Orange County Transportation Authority, 2006.

"Development of Performance Measures for Allocation of Transportation Funds", for the Metropolitan Transportation Commission, February 2006.

"Impact of Utility Cuts on Pavement Performance of Seattle Streets", presented at the Road Builder's Clinic, Coeur d'Alene, Idaho, March 2000.

"Development of Performance Prediction Models for Dry-No Freeze and Dry-Freeze Zones Using LTPP Data", with Kevin Senn, D. Frith and L. Scofield, *Proceedings,* 8th International Conference on Asphalt Pavements, Seattle, WA, 1977.

"Institutional Issues: What They Are, How to Work Around Them and Keep Going," submitted for publication to the Third International Conference on Managing Pavements, San Antonio, Texas, 1994, sponsored by the Transportation Research Board.

Review of Relationships between Modified Asphalt Properties and Pavement Performance, with J.C. Coplantz and F.N. Finn, Strategic Highway Research Program, Washington, DC, 1991.

HP-GPC and Asphalt Characterization: Literature Review, with A.Z. Durrani and F.N. Finn, Strategic Highway Research Program, Washington, DC, 1990.

Review of State and Industry Reports on Asphalt Properties and Relationship to Pavement Performance, with A.Z. Durrani and F.N. Finn, Strategic Highway Research Program, Washington, DC, 1990.

Asphalt Properties & Relationship to Pavement Performance, with Fred N. Finn, J. Coplantz & A. Durrani, Strategic Highway Research Program, Washington, DC, 1990.

The Effects of Emulsion Variability on Seal Coats - Final Report, with J.F. Shook & W.L. Shook, FHWA-PA-89-30 and 89-12, Washington, DC, June 1990.

"Existing Methods for the Structural Design of Aggregate Road Surfaces on Forest Roads", with J. Steward and W.G. Whitcomb, Fifth International Conference on Low-Volume Roads, *Transportation Research Record 1291 Vol. 2*, Transportation Research Board, Washington, DC, 1991.

Aggregate Surfacing Design Guide, with W.G. Whitcomb, M. Myers, USFS Region 6, Portland, Oregon, February 1990.

"Development of an Improved Overlay Design Procedure for Alaska," with R.G. Hicks and B. Connor, *Transportation Research Record 1207*, Transportation Research Board, Washington, DC, 1988.

Compendium of Demonstration Projects for USDA Forest Service Project on Alternate Surfacings - Wood and Bark Chips in the Siuslaw National Forest, with R.G. Hicks, *Transportation Research Record 85-2*, Transportation Research Institute, Oregon State University, July 1985.

Potential Problems With the Use of Open-Graded Emulsified Asphalt Mixes, with R.S. Frey and R.G. Hicks, *Transportation Research Record 83-22,* Transportation Research Institute, Oregon State University, July 1983.

AGENDA ITEM
CITY COUNCIL MEETING DATE - SEPTEMBER 6, 2011
BUSINESS ITEMS

DATE : August 24, 2011

TO : City Council

FROM : City Manager

SUBJECT : **LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE RESOLUTIONS**

RECOMMENDATION:
Consider the resolutions, determine a city position and instruct the voting delegates, by motion, for their representation at the League's 2011 Annual Conference.

EXECUTIVE SUMMARY:
The League of California Cities will hold its Annual Conference, September 21-23, 2011 in San Francisco. Each year resolutions that focus on municipal issues of statewide importance are considered. This year there are six resolutions being considered by the League.

BUDGET INFORMATION:
N/A

GENERAL PLAN:
N/A

STRATEGIC PLAN:
N/A

BACKGROUND:
At each Annual Conference, the League considers resolutions introduced by elected or appointed City Officials and City, Divisions, Departments or Policy committees or the Board of Directors. The League's Annual Conference Resolutions process is one way that city officials can directly participate in the development of League policy. This year, the League of California Cities received six resolutions. Five of the resolutions have been referred to two policy committees: Administrative Services and Public Safety. The other resolution was referred directly to the General Assembly. The resolution packets were mailed to mayors, city managers and city clerks. Each city council was encouraged to designate a voting delegate and two alternates to represent their city at the

Annual Business Meeting, and on July 19, 2011 council approved by motion, Mayor Patterson and Council Member Ioakimedes as voting delegates at the General Assembly.

Each city council is encouraged to consider the resolutions and to determine a city position for the voting delegates to represent each city's position on the resolutions. The resolutions packet contains additional information related to consideration of the resolutions at the Annual Conference. This includes the date, time and location of the meetings at which resolutions will be considered. Copies of the letter, voting delegate form, and additional information on each resolution are attached.

The resolutions for consideration are:

RESOLUTION SUPPORTING ALTERNATIVE METHODS OF MEETING PUBLIC NOTICE REQUIREMENTS AND TO ADVOCATE FOR REVISIONS TO THE GOVERNMENT CODE RECOGNIZING ALTERNATIVE METHODS AS A MEANS TO MEET NOTICING REQUIREMENTS

RESOLUTION RELATING TO TORT REFORM

RESOLUTION RELATED TO RAISING PUBLIC AWARENESS ABOUT THE IMMINENT HEALTH AND SAFETY CONCERNS FOR BULLIED CHILDREN

RESOLUTION SUPPORTING THE PRISON RAPE ELIMINATION ACT OF 2003

RESOLUTION CALLING FOR THE REPLACEMENT OF THE DEATH PENALTY WITH THE SENTENCE OF LIFE IMPRISONMENT WITHOUT THE POSSIBILITY OF PAROLE

RESOLUTION IN HONOR OF THE CITY OF BELL

Attachment:

- League of California Cities Resolutions Packet 2011

1400 K Street, Suite 400 • Sacramento, California 95814
Phone: 916.658.8200 Fax: 916.658.8240
www.cacities.org

August 9, 2011

TO: Mayors, City Managers and City Clerks
League Board of Directors
General Resolutions Committee Members
Members, League Policy Committees to Which Resolutions Are Referred

RE: Annual Conference Resolutions Packet
Notice of League Annual Meeting

Enclosed please find the 2011 Annual Conference Resolutions Packet.

Annual Conference in San Francisco. This year's League Annual Conference will be held September 21 – 23 at the Moscone West Convention Center in San Francisco. The conference announcement has previously been sent to all cities and we hope that you and your colleagues will be able to join us. More information about the conference is available on the League's Web site at www.cacities.org/ac. We look forward to welcoming city officials to the conference.

Annual Business Meeting - Friday, September 23, 2:30 p.m. The League's Annual Business Meeting will be held at the Moscone West Convention Center in Room 3000.

Resolutions Packet. At the Annual Conference, the League will consider the six resolutions introduced by the deadline, Saturday, July 23, 2011, midnight. These resolutions are included in this packet. We request that you distribute this packet to your city council.

We encourage each city council to consider the resolutions and to determine a city position so that your voting delegate can represent your city's position on each resolution. A copy of the resolutions packet is posted on the League's website for your convenience: www.cacities.org/resolutions.

The resolutions packet contains additional information related to consideration of the resolutions at the Annual Conference. This includes the date, time and location of the meetings at which resolutions will be considered.

Voting Delegates. Each city council is encouraged to designate a voting delegate and two alternates to represent their city at the Annual Business Meeting. A letter asking city councils to designate their voting delegate and two alternates has already been sent to each city. Copies of the letter, voting delegate form, and additional information are also available at: www.cacities.org/resolutions.

Please Bring This Packet to the Annual Conference
September 21 - 23 — San Francisco

I.
INFORMATION AND PROCEDURES

RESOLUTIONS CONTAINED IN THIS PACKET: The League bylaws provide that resolutions shall be referred by the president to an appropriate policy committee for review and recommendation. Resolutions with committee recommendations shall then be considered by the General Resolutions Committee at the Annual Conference.

This year, five resolutions have been introduced for consideration by the Annual Conference and referred to the League policy committees. One resolution has been introduced that will go directly to the General Assembly at the League's Annual Business Meeting per the League bylaws.

POLICY COMMITTEES: Two policy committees will meet at the Annual Conference to consider and take action on resolutions referred to them. The committees are Administrative Services and Public Safety. These committees will meet on Wednesday, September 21, 2011, at the Moscone West Convention Center in San Francisco. Please see page iii for the policy committee meeting schedule. The sponsors of the resolutions have been notified of the time and location of the meetings.

Two other policy committees will also be meeting: Revenue and Taxation and Employee Relations. No resolutions have been referred to these two committees.

Four policy committees will ***not*** be meeting at the annual conference. These committees are: Community Services; Environmental Quality; Housing, Community & Economic Development; and Transportation, Communication, & Public Works.

GENERAL RESOLUTIONS COMMITTEE: This committee will meet at 4:00 p.m. on Thursday, September 22, at the Moscone West Convention Center, to consider the reports of the two policy committees regarding the five resolutions. This committee includes one representative from each of the League's regional divisions, functional departments and standing policy committees, as well as other individuals appointed by the League president. Please check in at the registration desk for room location.

ANNUAL BUSINESS MEETING/GENERAL ASSEMBLY: This meeting will be held at 2:30 p.m. on Friday, September 23, at the Moscone West Convention Center, Room 3000.

PETITIONED RESOLUTIONS: For those issues that develop after the normal 60-day deadline, a resolution may be introduced at the Annual Conference with a petition signed by designated voting delegates of 10 percent of all member cities (48 valid signatures required) and presented to the Voting Delegates Desk at least 24 hours prior to the time set for convening the Annual Business Session of the General Assembly. This year, that deadline is 2:30 p.m., Thursday, September 22. If the petitioned resolution is substantially similar in substance to a resolution already under consideration, the petitioned resolution may be disqualified by the General Resolutions Committee.

Resolutions can be viewed on the League's Web site: www.cacities.org/resolutions.

Any questions concerning the resolutions procedures may be directed to Meg Desmond at the League office: mdesmond@cacities.org or (916) 658-8224.

II.
GUIDELINES FOR ANNUAL CONFERENCE RESOLUTIONS

Policy development is a vital and ongoing process within the League. The principal means for deciding policy on the important issues facing cities and the League is through the League's eight standing policy committees and the board of directors. The process allows for timely consideration of issues in a changing environment and assures city officials the opportunity to both initiate and influence policy decisions.

Annual conference resolutions constitute an additional way to develop League policy. Resolutions should adhere to the following criteria.

Guidelines for Annual Conference Resolutions

1. Only issues that have a direct bearing on municipal affairs should be considered or adopted at the Annual Conference.

2. The issue is not of a purely local or regional concern.

3. The recommended policy should not simply restate existing League policy.

4. The resolution should be directed at achieving one of the following objectives:

   (a) Focus public or media attention on an issue of major importance to cities.

   (b) Establish a new direction for League policy by establishing general principals around which more detailed policies may be developed by policy committees and the Board of Directors.

   (c) Consider important issues not adequately addressed by the policy committees and Board of Directors.

   (d) Amend the League bylaws (requires 2/3 vote at General Assembly).

III.
LOCATION OF MEETINGS

Policy Committee Meetings
Wednesday, September 21, 2011
Moscone West Convention Center, San Francisco
Fourth & Howard Street

POLICY COMMITTEES MEETING AT ANNUAL CONFERENCE TO DISCUSS AN ANNUAL CONFERENCE RESOLUTION

9:00 a.m. – 10:30 a.m.	**Public Safety**
11:00 a.m. – 12:30 p.m.	**Administrative Services**

POLICY COMMITTEE MEETINGS AT ANNUAL CONFERENCE TO DISCUSS OTHER ISSUES

9:00 a.m. – 10:30 a.m.	**Employee Relations**
11:00 a.m. – 12:30 p.m.	**Revenue & Taxation**

Note: These policy committees will ***NOT*** meet at the Annual Conference:
Community Services
Environmental Quality
Housing, Community & Economic Development
Transportation, Communication & Public Works

General Resolutions Committee
Thursday, September 22, 2011, 4:00 p.m.
Moscone West Convention Center

Annual Business Meeting and General Assembly
Friday, September 23, 2011, 2:30 p.m.
Moscone West Convention Center, Room 3000

IV.
KEY TO ACTIONS TAKEN ON RESOLUTIONS

Resolutions have been grouped by policy committees to which they have been assigned.

Number	Key Word Index	Reviewing Body Action		
		1	2	3

1 - Policy Committee Recommendation to General Resolutions Committee
2 - General Resolutions Committee
3 - General Assembly

ADMINISTRATIVE SERVICES POLICY COMMITTEE

		1	2	3
1	Alternative Methods of Meeting Public Notice Requirements and to Advocate for Revisions to the Government Code Recognizing Alternative Methods as a Means to Meet Noticing Requirements			
2	Tort Reform			

PUBLIC SAFETY POLICY COMMITTEE

		1	2	3
3	Raising Public Awareness about the Imminent Health and Safety Concerns for Bullied Children			
4	Prison Rape Elimination Act of 2003			
5	Replacement of the Death Penalty with the Sentence of Life Imprisonment without the Possibility of Parole			

NO POLICY COMMITTEE – REFERRED DIRECTLY TO THE GENERAL ASSEMBLY*

		1	2	3
6	City of Bell	N/A	N/A	

*Per the League's Bylaws, Resolution Number 6 will only be referred to the League's General Assembly.

Please note: These committees will ***NOT*** meet at the annual conference: Community Services; Environmental Quality; Housing, Community & Economic Development; and Transportation, Communication & Public Works

Information pertaining to the Annual Conference Resolutions will also be posted on each committee's page on the League website: www.cacities.org. The entire Resolutions Packet will be posted at: www.cacities.org/resolutions.

KEY TO ACTIONS TAKEN ON RESOLUTIONS *(Continued)*

KEY TO REVIEWING BODIES

1. Policy Committee
2. General Resolutions Committee
3. General Assembly

Action Footnotes

* Subject matter covered in another resolution

** Existing League policy

*** Local authority presently exists

KEY TO ACTIONS TAKEN

A - Approve

D - Disapprove

N - No Action

R - Refer to appropriate policy committee for study

a - Amend

Aa - Approve as amended

Aaa - Approve with additional amendment(s)

Ra - Amend and refer as amended to appropriate policy committee for study

Raa - Additional amendments and refer

Da - Amend (for clarity or brevity) and Disapprove

Na - Amend (for clarity or brevity) and take No Action

W - Withdrawn by Sponsor

Procedural Note: Resolutions that are approved by the General Resolutions Committee, as well as all qualified petitioned resolutions, are reported to the floor of the General Assembly. In addition, League policy provides the following procedure for resolutions approved by League policy committees but *not* approved by the General Resolutions Committee:

Resolutions initially recommended for approval and adoption by all the League policy committees to which the resolution is assigned, but subsequently recommended for disapproval, referral or no action by the General Resolutions Committee, shall then be placed on a consent agenda for consideration by the General Assembly. The consent agenda shall include a brief description of the basis for the recommendations by both the policy committee(s) and General Resolutions Committee, as well as the recommended action by each. Any voting delegate may make a motion to pull a resolution from the consent agenda in order to request the opportunity to fully debate the resolution. If, upon a majority vote of the General Assembly, the request for debate is approved, the General Assembly shall have the opportunity to debate and subsequently vote on the resolution.

V.
2011 ANNUAL CONFERENCE RESOLUTIONS

RESOLUTIONS REFERRED TO ADMINISTRATIVE SERVICES POLICY COMMITTEE

1. RESOLUTION SUPPORTING ALTERNATIVE METHODS OF MEETING PUBLIC NOTICE REQUIREMENTS AND TO ADVOCATE FOR REVISIONS TO THE GOVERNMENT CODE RECOGNIZING ALTERNATIVE METHODS AS A MEANS TO MEET NOTICING REQUIREMENTS

Source: Desert/Mountain Division
Referred To: Administrative Services Policy Committee
Recommendation to General Resolutions Committee:

WHEREAS, the Desert/Mountain Division of the League of California Cities recognizes local municipalities have a civic duty to conduct business in open, noticed public meetings; and

WHEREAS, that same duty calls for cities to engage their citizenry by noticing time and locale of public meetings, public hearings, introduction and adoption of Ordinances, and bid opportunities; and

WHEREAS, in accordance with California Government Code Section 54954.2, the requirement for posting meeting agendas reads as follows:

> ***54954.2***. *(a) (1) At least 72 hours before a regular meeting, the legislative body of the local agency, or its designee, shall post an agenda containing a brief general description of each item of business to be transacted or discussed at the meeting, including items to be discussed in closed session. A brief general description of an item generally need not exceed 20 words. The agenda shall specify the time and location of the regular meeting and shall be posted in a location that is freely accessible to members of the public …*

WHEREAS, in accordance with California Government Code Section 6066, the requirement for publishing public hearing notices reads as follows:

> ***6066***. *Publication of notice pursuant to this section shall be once a week for two successive weeks. Two publications in a newspaper published once a week or oftener, with at least five days intervening between the respective publication dates not counting such publication dates, are sufficient. The period of notice commences upon the first day of publication and terminates at the end of the fourteenth day, including therein the first day.*

WHEREAS, in accordance with California Government Code Section 6060, the term "notice" is defined as follows:

> ***6060***. *Whenever any law provides that publication of notice shall be made pursuant to a designated section of this article, such notice shall be published in a newspaper of general circulation for the period prescribed, the number of times, and in the manner provided in that section. As used in this article, "notice" includes official advertising, resolutions orders, or other matter of any nature whatsoever that are required by law to be published in a newspaper of general circulation.*

WHEREAS, notwithstanding any provision of law to the contrary, a newspaper is a "newspaper of general circulation" if it meets the criteria listed in California Government Code Sections 6000 and 6008, which read as follows:

6000. *A "newspaper of general circulation" is a newspaper published for the dissemination of local or telegraphic news and intelligence of a general character, which has a bona fide subscription list of paying subscribers, and has been established, printed and published at regular intervals in the State, county, or city where publication, notice by publication, or official advertising is to be given or made for at least one year preceding the date of the publication, notice or advertisement*.

6008. *Notwithstanding any provision of law to the contrary, a newspaper is a "newspaper of general circulation" if it meets the following criteria:*

(a) It is a newspaper published for the dissemination of local or telegraphic news and intelligence of a general character, which has a bona fide subscription list of paying subscribers and has been established and published at regular intervals of not less than weekly in the city, district, or judicial district for which it is seeking adjudication for at least three years preceding the date of adjudication.

(b) It has a substantial distribution to paid subscribers in the city, district, or judicial district in which it is seeking adjudication.

(c) It has maintained a minimum coverage of local or telegraphic news and intelligence of a general character of not less than 25 percent of its total inches during each year of the three-year period.

(d) It has only one principal office of publication and that office is in the city, district, or judicial district for which it is seeking adjudication.

WHEREAS, in accordance with California Government Code Section 36933, within 15 days after a passage of an Ordinance, a City Clerk shall publish and post Ordinances, and if so chosen, a member of the public may request notification as follows:

……(d) (1) Any member of the public may file with the city clerk, or any other person designated by the governing body to receive these requests, a request for notice of specific proposed ordinances or proposed amendments to ordinances.

(2) Notice pursuant to paragraph (1) shall be mailed or otherwise transmitted at least five days before the council is scheduled to take action on the proposed ordinances or proposed amendments to an ordinance. ***Notice may be given by written notice properly mailed or by e-mail if the requesting member of the public provides an e-mail address.*** *Notice may be in the form specified in either paragraph (1) or (2) of subdivision (c), as determined by the city council.*

(3) As an alternative to providing notice as requested of specific proposed ordinances or proposed amendments to ordinances, the city clerk, or other person designated by the governing body, may place the requesting member of the public on a general mailing list that gives timely notice of all governing body public meetings at which proposed ordinances or proposed amendments to ordinances may be heard, as provided in Section 54954.1. If this alternative is selected, the requesting member of the public shall be so advised.

(4) The city may charge a fee that is reasonably related to the costs of providing notice pursuant to this subdivision. The city may require each request to be annually renewed.

(5) Failure of the requesting person to receive the information pursuant to this subdivision shall not constitute grounds for any court to invalidate an otherwise properly adopted ordinance or amendment to an ordinance.

WHEREAS, as California Government Code Section 36933 already recognizes electronic mail as a form of communicating with the public when it comes to Ordinances, the Desert/Mountain Division of the League of California Cities seeks other public noticing requirements in the Government Code reflect the same; and

WHEREAS, the traditional means of noticing in local adjudicated newspapers is antiquated and inefficient; and

WHEREAS, the Desert/Mountain Division of the League of California Cities recognizes that in recent decades, technology has vastly improved; and

WHEREAS, that technology includes the advent of the internet, electronic mail, social media, smart phones and other smart devices (i.e. iphones/ipads); and

WHEREAS, the public is becoming increasing familiar with the use of new technology and using it as a means to gain quick and up-to-date information; and

WHEREAS, the public has a preference for receiving information in an electronic format; and

WHEREAS, the Desert/Mountain Division of the League of California Cities is in support of cities communicating with the public using innovative, enhanced methods of communication; now therefore be it

RESOLVED by the General Assembly of the League of California Cities assembled at the Annual Conference in San Francisco, September 23, 2011, that the Desert/Mountain Division of the League of California Cities:

1. Desires to enhance current public noticing requirements by communicating with the public using innovative, technologically friendly methods of communication.

2. Request that the League, as a whole, support alternative methods of meeting public notice requirements.

3. Request the League advocate for the State Legislature to adopt revisions to the California Government Code recognizing alternative methods as a means to meeting public notice requirements.

4. Support any legislation that would adopt revisions to the California Government Code recognizing alternative methods as a means to meeting public notice requirements.

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Background Information on Resolution No. 1

Source: Desert/Mountain Division

Municipalities have a civic duty to conduct business in open, properly noticed public meetings. That same duty calls for cities to engage their citizenry by noticing time and locale of public meetings, public hearings, introduction and adoption of Ordinances, bid opportunities and the like. The public has a right to know what local elected officials are doing with public funds. The public has a right to know what decisions are being made that will affect them.

In efforts to engage the public, encourage more participation at public meetings and enhance communication with constituents, our division has discussed current public noticing requirements required by the State of California. Current requirements include cities place notices in a general newspaper of circulation. Annually, cities spend quite a bit on this task. For example, the City of Big Bear Lake, population 6,700, spends $15,000 - $20,000 a year on noticing in their local weekly newspaper and on occasion, in a regional. This is a substantial amount for a small city.

Noticing is typically done in the classified section, next to garage sale and help wanted ads. This system is antiquated and inefficient. Can you remember the last time you read that section of the paper? In recent decades, technology has vastly improved, given the advent of the internet, electronic mail, social media, smart phones and other smart devices (iphones/ipads). The public is becoming increasing familiar with the use of new technology, using it as a means to gain quick and up-to-date information. We see more and more the public have a preference for receiving information in an electronic format. Technology allows us to be more efficient and when it comes to business, much more economical.

Our division would like to see a change to State Law that allows cities more discretion based on their community's distinct needs (i.e. residents can sign up for e-mail alerts of public hearings, meetings, etc.); and that would count towards meeting the public noticing requirements. We don't want to eliminate noticing in newspapers, just enhance requirements by allowing cities to use alternate methods as a means of meeting the law.

In recent years, this issue has come before the State Legislature, but newspaper publication groups have lobbied against this. They receive revenue from classified ads. But noticing is not supposed to be about generating revenue for private industry. It is supposed to be about informing the public, getting them more involved in local government and enhancing our methods of communication. Many times, we don't always see the turnout we would like at public meetings and hearings. We need to enhance our methods to change this.

In addition, cities are supposed to be reimbursed by the State for a portion of the cost to notice meetings, but these funds have been deferred for several years now due to the State Budget. If we are not receiving these funds, why can't the legislature work with cities to modify the requirements? We want to work smarter, not harder!

>>>>>>>>>>

2. RESOLUTION RELATING TO TORT REFORM

Source: Mayor Charlie Goeken, City of Waterford
Referred To: Administrative Services Policy Committee
Recommendation to General Resolutions Committee:

WHEREAS, frivolous lawsuits cost cities, counties, special districts, and school districts millions dollars a year to defend; and

WHEREAS, the money that cities spend each year in legal fees fighting frivolous lawsuits is a waste of taxpayers' money; and

WHEREAS, the money spent to defend frivolous lawsuits could be put to better public use; and

WHEREAS, cities or other government entities are easily sued without reasonable cause when there is no requirement that the person or entity filing the lawsuit have any responsibility when the lawsuit is lost; and

WHEREAS, the public good would be served if the law were changed to require the person or entity who filed the lawsuit to pay for all fees and costs of the city, or other sued party, to defend the lawsuit if it were unsuccessful; now, therefore, be it

RESOLVED, by the General Assembly of the League of California Cities, assembled during the Annual Conference in San Francisco, September 23, 2011, that the League encourages the existing 482 California cities to adopt resolutions calling for tort reform; and, be it further

RESOLVED, that California cities be encouraged to ask their state legislators to pass a bill that establishes loser-pays lawsuit and tort reform; and, be it further

RESOLVED, that California cities are encouraged to ask the League to sponsor and support a statewide proposition that makes loser-pays lawsuit and tort reform a constitutional amendment.

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Background Information on Resolution No. 2

Source: City of Waterford

Every year cities must weigh the cost of fighting frivolous lawsuits against the amounts requested by the plaintiffs. The frivolity of the lawsuits usually have little bearing on this balancing act, nor does the likelihood that settling will only encourage more lawsuits. This perverse use of the court system penalizes cities and other government entities by allowing a person to file a lawsuit with no regard for the facts and no exposure on their part. Attorneys accept these lawsuits, relying on getting paid by a city settling the lawsuit as a purely business decision, often times receiving more money than the plaintiffs.

Scarce taxpayer dollars are squandered fighting frivolous lawsuits or paying settlements to avoid lengthy trials and bad publicity. The passage of tort reform and a loser-pays constitutional amendment would enable elected officials to govern fairly without the fear of frivolous lawsuits, while still allowing the public to file suit when they have genuinely been wronged. The money saved through court costs, attorney's fees, payouts, staff time, and insurance premiums would be put to better use by cities to serve their taxpayers.

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RESOLUTIONS REFERRED TO PUBLIC SAFETY POLICY COMMITTEE

3. RESOLUTION RELATED TO RAISING PUBLIC AWARENESS ABOUT THE IMMINENT HEALTH AND SAFETY CONCERNS FOR BULLIED CHILDREN

Source: City of Elk Grove
Referred To: Public Safety Policy Committee
Recommendation to General Resolutions Committee:

WHEREAS, cities throughout the State of California are becoming more aware of the growing trend of bullying in schools and on the Internet that has become a serious nationwide problem, one with often severe consequences; and

WHEREAS, surveys indicate that as many as half of all children are bullied at some time during their school years, and at least 10 percent are bullied on a regular basis; and

WHEREAS, more than 25 percent of adolescents and teens have been bullied repeatedly through their cell phones or the Internet and more than 80 percent of teens use a cell phone regularly, making it the most popular form of technology and a common medium for cyber bullying; and

WHEREAS, the social media network has vastly increased the number of users online and young people are eager to participate without understanding the consequences of their behavior; and

WHEREAS, general bullying and cyber bullying have both caused severe damage, heartache, and even fatal tragedy to young people and their families and friends; and

WHEREAS, victims of bullying display a range of responses, even many years later, such as: low self-esteem, difficulty in trusting others, lack of assertiveness, aggression, difficulty controlling anger, and isolation; and

WHEREAS, bullying has been identified as a major concern by schools across the U.S.; and

WHEREAS, cities providing an open forum to discuss bullying gives an opportunity for parents, students, and communities to acknowledge this issue, open up the conversation about the topic and raise awareness of the issue; and

WHEREAS, the League supports cities who take a stance against bullying by raising education and awareness about anti-bullying efforts throughout the State of California to provide a better life and foundation for young people; now, therefore, be it

RESOLVED, by the General Assembly of the League of California Cities, assembled in Annual Conference in San Francisco, September 23, 2011, that the League encourages cities to promote anti-bullying efforts across California as well as provide education and awareness to the general public about the imminent health and safety concerns for bullied children; and, be it further

RESOLVED, by the General Assembly of the League of California Cities, that the League will forward this Resolution to the CCS (Cities, Counties, Schools) Partnership for consideration at their next meeting to help promote anti-bullying efforts throughout California.

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Background Information on Resolution No. 3

Source: City of Elk Grove

Cities throughout the State of California are becoming painfully aware of the growing trend of bullying and its effects on children. Bullying has a potentially devastating effect on students and young adults, their families, schools, and communities. A guiding principle of the League is that the children of California must be recognized as our state's most valuable resource. Their development, education and well-being are key to our state's future.

Many studies and statistics show the frequency and unfortunate effects that bullying has on children:

- Bullying is a common experience for many children and adolescents. Surveys indicate that as many as half of all children are bullied at some time during their school years, and at least 10 percent are bullied on a regular basis (The American Academy of Child and Adolescent Psychiatry)

- More than 25 percent of adolescents and teens have been bullied repeatedly through their cell phones or the Internet. More than 80 percent of teens use a cell phone regularly, making it the most popular form of technology and a common medium for cyber bullying (bullyingstatistics.org)

- Victims of bullying display a range of responses, even many years later, such as: low self-esteem, difficulty in trusting others, lack of assertiveness, aggression, difficulty controlling anger, and isolation (bullyingstatistics.org)

- Research shows that bullying will stop when adults in authority and peers get involved (bullying.org)

- Bullying has been identified as a major concern by schools across the U.S. (NEA, 2003)

The health and safety of the residents of Elk Grove is paramount to the members of the Elk Grove City Council. On July 13, 2011, the City Council unanimously adopted a resolution raising public awareness of the imminent health and safety concerns for bullied children. This resolution is in conjunction with an aggressive, yet economical, public outreach campaign the City held to educate its residents about the effects of bullying on children. In conjunction with the Elk Grove City Council, Elk Grove Youth Commission, law enforcement and nonprofit agencies, the City hosted three public workshops focused on the subject of bullying that strengthened partnerships between youth and law enforcement, nonprofit agencies, parents and teachers. Workshop topics included how to keep teens safe from cyber bullying and online harassment, safe and responsible Internet use, social media and 'sexting' safety issues, dangers of bullying and strategies to stop bullies and empower victims. The City informed the community about the campaign through media coverage on every television and radio news outlet in the Sacramento region, the City's newsletter which reaches every Elk Grove household, and the City's social media outlets Facebook and Twitter.

Other cities in California are encouraged to raise the awareness of bullying in their community by educating residents about the dangers and effects of bullying on children. Educational outreach will benefit children, parents, teachers, and the community. Local governments have the ability to implement wide-spread cost-effective educational tools to communicate with residents about this important public safety issue.

All local government officials and parents in California want to protect their children, families, themselves, and others. Please help raise public awareness of the imminent health and safety concerns for bullied children.

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4. RESOLUTION SUPPORTING THE PRISON RAPE ELIMINATION ACT OF 2003

Source: Council Member Tony Cardenas, City of Los Angeles
Referred To: Public Safety Policy Committee
Recommendation to General Resolutions Committee:

WHEREAS, according to the Bureau of Justice Statistics, 10,000 children are held in adult jails and prisons on any given day; and

WHEREAS, the annual number of youth exposed to the dangers of sexual assault in adult facilities is significantly higher because of the "flow" of youth entering and exiting facilities; and

WHEREAS, studies from across the nation confirm that youth tried as adults fit the risk profile of those persons at the highest risk of sexual assault; and

WHEREAS, studies also show that the overwhelming majority of youth tried as adults are nonviolent offenders, with a considerable proportion being first-time offenders; and

WHEREAS, according to the prison rape literature, the persons with the highest likelihood of being sexually assaulted are young people; and

WHEREAS, according to studies from the Office of Juvenile Justice and Delinquency Prevention and the Centers for Disease Control and Prevention, youth who are tried in the adult criminal justice system are 34% more likely to recidivate than youth in the juvenile justice system; and

WHEREAS, 70% of prisoners in adult prisons were once juvenile offenders, so the long-term effect of preventing harm to youth will decrease recidivism and substantially reduce the adult prison population and the associated economic, social and human cost; and

WHEREAS, the U.S. Department of Justice has an opportunity to ban the placement of youth (under 18) in adult jails and prisons as part of the implementation of the Prison Rape Elimination Act (PREA); and

WHEREAS, PREA was signed into law by President Bush in 2003 to address sexual violence behind bars; and

WHEREAS, a key component of the law was the development of national standards addressing prisoner rape and the requirements would apply to all detention facilities, including federal and state prisons, jails, police lock-ups, private facilities, and immigration detention centers; now, therefore, be it

RESOLVED, by the General Assembly of the League of California Cities, assembled during the Annual Conference in San Francisco, September 23, 2011, that the League includes in its 2011-12 Federal Legislative Program support for standards implementing the Prison Rape Elimination Act of 2003 which would ban the placement of young people under the age of 18 in adult jails and prisons.

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Background Information on Resolution No. 4

Source: City of Los Angeles

What is the Prison Rape Elimination Act?
The Prison Rape Elimination Act (PREA) of 2003 is a Federal law established to address the elimination and prevention of sexual assault and rape in correctional systems. PREA applies to all federal, state, and local prisons, jails, police lock-ups, private facilities, and community settings such as residential facilities. The major provisions of PREA are to:

- Develop standards for detection, prevention, reduction and punishment of prison rape
- Collect and disseminate information on the incidence of prison rape
- Award grants and technical assistance to help state governments implement the Act

Youth in adult facilities are at the greatest risk of prison rape. According to the Bureau of Justice Statistics, 10,000 children are held in adult jails and prisons daily, and the annual number of youth exposed to the dangers of sexual assault in adult facilities is significantly higher because of the “flow” of youth entering and exiting facilities. Studies from across the nation confirm that youth tried as adults fit the risk profile of those persons at the highest risk of sexual assault. *Studies also show that the overwhelming majority of youth tried as adults are nonviolent offenders, and a considerable proportion are first-time offenders*. In more than half of the states, there is no lower age limit on who can be prosecuted as an adult, so even young children can be prosecuted as adults and sent to adult jails and prisons.

How Does PREA Apply to Jails?
PREA seeks to insure that jails and other correctional settings protect inmates from sexual assault, sexual harassment, "consensual sex" with employees and inmate-inmate sexual assault. These violations affect security and staff safety, and pose long-term risks to inmates and staff inside jails, and to the public when victimized inmates are released into the community.

Where is PREA at?
The U.S. Department of Justice is currently considering banning the placement of youth (under 18) in adult jails and prisons as part of the implementation of PREA. As such, this resolution seeks to raise awareness of

youth spending time in adult facilities so elected and appointed officials could develop more effective juvenile justice policies and support the passage of the bill.

The Prison Rape Elimination Act was originally signed into law by President Bush in 2003 to address sexual violence behind bars. A key component of the law was the creation of the National Prison Rape Elimination Commission (NPREC), a bipartisan federal commission charged with developing national standards addressing prisoner rape and the requirements would apply to all detention facilities, including federal and state prisons, jails, police lock-ups, private facilities, and immigration detention centers. The NPREC held public hearings, had expert committees to draft the standards and released their final recommendations by issuing a report and set of standards (available online at *http://www.ncjrs.gov/pdffiles1/226680.pdf.)*

Who supports PREA?

American Probation and Parole Association
Correctional Education Association
International Community Corrections Association
National Association of Criminal Defense Lawyers
National Center on Domestic and Sexual Violence
Missouri Youth Services Institute
Campaign for Youth Justice
American Jail Association
National Juvenile Detention Association
Center for Children's Law and Policy
Family Violence Prevention Fund
National Alliance to End Sexual Violence

*****This is only a partial list of national supporters***

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5. RESOLUTION CALLING FOR THE REPLACEMENT OF THE DEATH PENALTY WITH THE SENTENCE OF LIFE IMPRISONMENT WITHOUT THE POSSIBILITY OF PAROLE

Source: Council Member Joseph Lyons, City of Claremont
Referred To: Public Safety Policy Committee
Recommendation to General Resolutions Committee:

WHEREAS the administration of the death penalty costs California taxpayers hundreds of millions of dollars more to administer than life imprisonment without the possibility of parole;

WHEREAS death penalty cases cost County taxpayers millions of dollars more to prosecute than cases that seek life imprisonment without the possibility of parole;

WHEREAS the non-partisan California Commission on the Fair Administration of Justice Senate Commission concluded that California's death penalty system is systemically dysfunctional and will require hundreds of millions of dollars to reform;

WHEREAS the death penalty is not a deterrent and does not make our Cities or the State of California a safer place to live;

WHEREAS California's Cities face severe cuts to the services needed to keep their neighborhoods safe and have had to resort to layoffs and furloughs because of reductions in revenues from State and County sources;

WHEREAS the millions of dollars in savings realized by replacing the death penalty with life without the possibility of parole could be spent on: education, roads, police officers and public safety programs, after-school programs, drug and alcohol treatment, child abuse prevention programs, mental health services, and services for crime victims and their families.

WHEREAS Governor Brown has the power to convert death sentences to sentences of life imprisonment without any possibility of parole, saving the state $1 billion in the next five years without releasing a single prisoner;

WHEREAS California's County District Attorneys are solely responsible for pursuing the death penalty for persons convicted of special circumstance first-degree murders within their Counties;

WHEREAS the California State Legislature and Governor Brown have the ability to place a constitutional amendment on the ballot to permanently replace the death penalty with a sentence of life imprisonment without the possibility of parole;

RESOLVED by the General Assembly of the League of California Cities, assembled during the Annual Conference in San Francisco, September 23, 2011, that the League of California Cities call upon Governor Jerry Brown to convert all death sentences to sentences of life imprisonment without any possibility of parole, mandating those sentenced to life without the possibility of parole to work in prison and pay restitution to the victims' families, and that the money saved by the state be used to fund education, local government, and public safety;

RESOLVED that the League of California Cities call upon California's County District Attorneys to desist from pursuing the death penalty, and to invest the savings in solving homicides, violence prevention, and effective public safety programs;

RESOLVED that the League of California Cities call upon the California State Legislature and Governor Brown to place on a statewide ballot a constitutional amendment to replace the death penalty with a sentence of life imprisonment without the possibility of parole.

Pursuant to this resolution copies of the adopted and officially signed resolution will be sent to Governor Jerry Brown, California Attorney General Kamala Harris, the leadership of the California State Senate and Assembly, County District Attorneys and their County Board of Supervisors

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Background Information on Resolution No. 5

Source: City of Claremont

California's death penalty is broken and remains at risk of executing an innocent person. A new study of the costs of California's death penalty was recently conducted by Judge Arthur Alarcon, a conservative federal judge who supports the death penalty, and Prof. Paula Mitchell, a law school professor who opposes the death penalty. With access to new information and documentation, their study is the most comprehensive appraisal of expenditures associated with the death penalty. They concluded that the death penalty costs California taxpayers $184 million each year; California has spent a total of $4 billion on the death penalty since 1978 and is expected to spend another $1 billion over the next five years; each execution in California costs $308 million.

Judge Alarcon and Professor Mitchell concluded that the current death penalty system is broken. With over 700 inmates, California's death row is the largest and most costly in the country, yet we have only executed 13 people since 1978. Victims' family members are put through a decades-long legal ordeal based on the hollow promise of execution, but 99% of those sentenced to death are never executed.
The funds wasted on California's dysfunctional death penalty could be better spent to ensure public safety if the death penalty were replaced with Life Without the Possibility of Parole, allowing $1 billion over the next

five years to be re-invested in public safety measures like law enforcement and education. There are three ways to accomplish this addressed in this resolution:

1. Governor Brown should convert all existing death sentences to Life Without Parole
The governor has the authority to convert death sentences to the alternative of Life Without Parole, saving $1 billion over five years. This will allow the more than 700 existing death row inmates to be re-housed in the general population, eliminating the additional housing costs associated with death row and the cost of prosecuting and defending death row appeals. Three states have enacted this reform in the past to ensure that innocent men and women sentenced to death will not be executed and to save funds spent on maintaining death row. Life Without Parole is a real solution that ensures public safety and effectively punishes horrible crimes. It also allows inmates to work and pay restitution to the Victims' Compensation Fund. Recent polling from David Binder Research indicates that 64% of likely voters in California support this reform as a budgetary measure.

2. County District Attorneys should reduce or end the practice of seeking death sentences
According to Judge Alarcon and Prof. Mitchell's study, each prosecution seeking death costs the county approximately $1 million more than a prosecution seeking Life Without Parole. The decision to seek the death penalty over the alternative of Life Without Parole falls to each county's District Attorney. According to the ACLU's 2009 report "Death in Decline '09," most counties in the state currently do not seek the death penalty, or do so very rarely, due to the excessive costs of such prosecutions. However, a small number of counties continue to seek the death penalty, at great expense to the cities within the county and the taxpayers of the state at large. When the county district attorney decides to seek the death penalty, everyone within the county is impacted as the entire county criminal justice system strains to accommodate the massive expenditures associated with a death penalty trial. Justice is slowed for everyone.

The ACLU's 2011 report, "The Death Penalty is Dead," showed a dramatic decrease in the number of death sentences in California in the first half of 2011, leaving the state on track to sentence the fewest men and women to death since 1978. Los Angeles County, historically the state's leader in death sentences, also saw a substantial decline in the first half of 2011. This trend should be encouraged and all County District Attorneys should be called upon to reduce or eliminate the practice of seeking the death penalty.

3. The California Legislature should pass SB 490 and give voters the option to replace the death penalty on the November 2012 ballot
SB 490 is currently under consideration by the California legislature. If passed, voters will be given the option of replacing the death penalty with Life Without Parole, saving $1 billion over five years. California voters have not had an opportunity to vote on maintaining the death penalty since 1978, and have never been made aware of the costs associated with the system. Don Heller, the author of the 1978 initiative to reinstate California's death penalty, now supports its replacement because of the death penalty's costly failure over the last 30 years. Numerous attempts to streamline, speed up, and reduce waste within the death penalty have been made, but all have failed and often result in increasing the cost of the system. Voters should be given a chance to make an educated decision about whether the death penalty is worth $184 million each year, or if there are more productive ways to invest those funds.

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RESOLUTION REFERRED TO GENERAL ASSEMBLY

6. RESOLUTION IN HONOR OF THE CITY OF BELL

Source: Council Member Tony Cardenas, City of Los Angeles
Referred To: General Assembly

WHEREAS, the city of Bell has a Native American history dating back thousands of years with the Gabrieliño Indians migrating to what is now known as the City of Bell in 500 B.C., and

WHEREAS, in the early 1800's, Spanish aristocrat and former soldier, Don Antonio Maria Lugo settled on 30,000 acres of land that encompasses the City of Bell, and

WHEREAS, between 1870 and 1890 settlers arrived to the area and among those was the city's founder, James George Bell who acquired approximately 360 acres of land and helped in its development as a small farming and cattle community, and

WHEREAS, the City of Bell was incorporated on November 7, 1927 and is now home to many businesses, small industries, schools, churches and community organizations, and

WHEREAS, in July 2010, the City of Bell was devastated with a municipal scandal that made national and international headlines, and

WHEREAS, it was revealed during the corruption scandal that Bell city officials were receiving unusually large salaries, perhaps the highest in the nation, and

WHEREAS, upon the removal of the previous administration, including the City Administrator and City Attorney, the City of Bell began taking steps to immediately address this unprecedented scandal, and

WHEREAS, under the new leadership of Pedro Carrillo, Interim City Administrator for the City of Bell, and James M. Casso, Interim City Attorney, the City of Bell has taken action to restore trust, ethics and fiscal sustainability in the City of Bell, and

WHEREAS, the City of Bell helped craft legislation (AB 900) authorizing the refunding of the illegally charged taxes to Bell property owners, which the state legislators quickly and unanimously adopted so that refund checks could be issued to constituents, and

WHEREAS, in March 2011, voters turned out in record numbers to recall and replace City Council members charged in the corruption scandal, and

WHEREAS, the City of Bell continues to consider all options for recovering all taxpayer funds that were spent improperly, and has implemented best practices that will enable the City of Bell to emerge from this unprecedented situation with an efficient, transparent and trusted government; now, therefore, be it

RESOLVED, by the General Assembly of the League of California Cities, assembled during the Annual Conference in San Francisco, September 23, 2011, that the League acknowledges the efforts of the City of Bell to address municipal corruption and restore policies and actions that create an environment of a responsible government.

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Background Information on Resolution No. 6

Source: City of Los Angeles

In July 2010, the City of Bell was devastated with a municipal scandal that made national and international headlines. At that time, the Los Angeles Times reported that the City of Bell had the second-highest property tax rate in the county — 1.55 percent — well above the county average of 1.16 percent with Bell city officials receiving unusually large salaries. It was reported that City Manager Robert Rizzo was being paid an annual salary of $787,637; Police Chief Randy Adams was receiving $457,000; and Assistant City

Manager Angela Spaccia was receiving $376,000. Additionally, the mayor and three of the four City Council members were being paid about $97,000 a year, including health benefits for their part-time jobs.

During this unprecedented corruption scandal, the previous administration, including the City Administrator and City Attorney, were immediately removed and the City of Bell began taking steps to immediately address this unprecedented scandal. In March 2011, voters subsequently turned out in record numbers to recall and replace City Council members charged in the corruption scandal with the City of Bell continuing to implement best practices that is enabling the City to emerge from this situation with an efficient, transparent and trusted government.

BRINGING GOOD GOVERNMENT PRACTICES BACK TO BELL

Since the scandal broke last year, the new Administration, under the leadership and guidance of Pedro Carrillo, Interim City Administrator for the City of Bell, and James M. Casso, Interim City Attorney, has taken exceptional action to restore trust, ethics and fiscal sustainability in the City of Bell. As such, the City of Bell continues to be fully committed to open government and is working diligently with all stakeholders to bring transparency and good government practices to Bell.

In the past few months, the Bell City Council, Interim CAO and Interim City Attorney have made substantial changes to bring good government practices to Bell. For example, the Bell City Council reduced property taxes worked with State Legislators and the State Controller on Assembly Bill (AB) 900 to secure rebates for Bell residents who were over assessed from 2007-2010. AB900 was signed into law allowing the City of Bell to authorize nearly $3 million in refunds to Bell residents and small businesses with Los Angeles County providing fiscal oversight.

PURPOSE OF THE RESOLUTION

Given the actions of the City of Bell to restore good government practices, and the fact that the League of California Cities has taken steps to learn from this unprecedented scandal, this resolution would acknowledge the on-going efforts of the City of Bell to address municipal corruption and restore policies and actions that create an environment of a responsible and open government.

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VIII.E.22

8/26/11 9:54 AM

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CITY CLERK'S OFFICE
CITY OF BENICIA

CITY COUNCIL MEMBER

REQUEST FOR ITEM ON COUNCIL AGENDA

Please submit this request by the Friday preceding the agenda packet distribution day, or 12 calendar days prior to the meeting. (For example, for a Council meeting on March 21st, please submit the request by March 10th.)

Requested by: Tom Campbell

Requested Council Meeting Date: 9/6/11

While every effort will be made to include your item on the requested date, please note that depending on the number of items already on an agenda, it may be placed on the subsequent meeting date.

Agenda Item Name: Violation of Chapter 1.40, Benicia Disclosure of Contributions and Expenditures in Candidate and Ballot measure Elections

Description of Item (i.e., the text that will go on the agenda as the middle paragraph, between the title and recommendation): I believe a telephone poll done during the week of 8/22/11 violates the disclosure rules of Chapte 1.40 of the Benicia Municipal Code

If you would like any attachments regarding your item included in the packet, please note them below and forward them via email to tgilmore@ci.benicia.ca.us, if possible, along with this completed form. If attachment(s) are not available via email, please describe the attachment(s) desired and any information you may have on where to locate (website, etc.) so they can be included in the packet.

A copy of this completed form will be included in the packet, followed by any attachments you note above. Thank you!

Tom Campbell

VIII.F.2