

**BENICIA CITY COUNCIL  
REGULAR MEETING AGENDA**

**City Council Chambers  
November 17, 2015  
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 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/PROCLAMATIONS/ APPOINTMENTS/PRESENTATIONS:**

**A. ANNOUNCEMENTS.**

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

**2. Openings on Boards and Commissions:**

Arts and Culture Commission

1 unexpired term

Open until filled – Note: Status of current opening subject to change based on Consent Item VII.H

Community Sustainability Commission  
2 unexpired terms  
1 Student Commissioner 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**

Update from City Attorney

**B. PROCLAMATIONS.**

**C. APPOINTMENTS.**

- 1. Appointment of Temma Roby to the Civil Service Commission for an unexpired term ending July 31, 2018**
- 2. Appointment of Jennie Dilley to the Parks, Recreation and Cemetery Commission (Student Commissioner) for a one year term ending July 31, 2016**

**D. PRESENTATIONS.**

- 1. CITIZENS' ACADEMY GRADUATION**
- 2. BENICIA HISTORICAL MUSEUM ANNUAL PRESENTATION**
- 3. ANNUAL TOURISM PRESENTATION BY JACK WOLF**

**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 (7:45 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 THE MINUTES OF THE OCTOBER 20, 2015 CITY COUNCIL MEETING. (City Clerk)**

**B. AWARD OF CONTRACT TO WELLS FARGO FOR BANKING AND TREASURY SERVICES. (Finance Director)**

On October 1, 2015, the City was notified by Bank of America that it would be exiting the contract to provide banking and treasury services as of April 2016. The City issued a Request for Qualifications (RFQ) on October 8, 2015 and invited six banks to bid. The bids were returned on October 30th and the Finance Committee banking subcommittee recommended the award of contract to Wells Fargo. The contract term is for five years with an option to extend an additional five years. In addition, the Finance Committee banking subcommittee recommended the City contract with Wells Fargo for enhanced services that the City is either receiving from other vendors, such as lockbox, or new services such as payment management services that will integrate into the Tyler Munis software.

**Recommendation: Adopt a resolution approving the award of contract for banking and treasury services to Wells Fargo for five years with a five year extension option.**

**C. MEASURE C FUNDED PROJECT - AUTHORIZE PURCHASE OF REPLACEMENT IN-CAR CAMERAS FOR TWELVE (12) POLICE PATROL VEHICLES. (Police Chief)**

The Police Vehicle Camera project is funded from proceeds from Measure C. This project replaces existing in-car cameras for Patrol Officers. The Police Department's Panasonic Arbitrator Camera Kits (In-Car Cameras) were purchased in 2008. The technology for Mobile Audio Video (MAV) systems has changed since then; including enhancements in video resolution, camera angle, battery technology in microphone packs and evidence storage

management. The department has planned for this eventual upgrade and has analyzed the additional required hardware space the new cameras will require. The latest software has been installed on the server to allow for a seamless transition.

**Recommendation: Adopt a resolution authorizing the purchase of twelve (12) Panasonic Arbitrator In-Car Cameras for Police patrol vehicles in an amount not-to-exceed \$103,610.82, authorizing the City Manager to sign the purchase order on behalf of the City and allocating \$23,611 in first quarter Measure C proceeds to supplement the original budget amount.**

**D. MILLS ACT CONTRACTS FOR PROPERTIES AT 470 WEST J STREET AND 121 EAST J STREET. (Community Development Director)**

The Mills Act Program, enacted by the State of California in 1972, encourages the restoration and preservation of qualified historic buildings through economic incentive and authorizes its implementation by local governments. In 2003, Council approved the City of Benicia Mills Act Program and assigned initial review and recommendation of Mills Act Contract applications to the Historic Preservation Review Commission (Resolution No. 03-12). The program incentive consists of an alternative method for determining lower property value for tax assessment purposes. On October 22, 2015 the Commission recommended approval of Mills Acts for eligible properties at 470 West J Street and 121 East J Street.

**Recommendation: Adopt resolutions directing the City Manager to execute Mills Acts contracts with the owners of 470 West J Street and 121 East J Street.**

**E. REVIEW AND ACCEPTANCE OF THE INVESTMENT REPORT FOR THE QUARTER ENDED SEPTEMBER 30, 2015. (Finance Director)**

The Investment Report is in compliance with the City's Investment Policy and California Law. Additionally, the City has adequate investments to meet its expenditure needs for the next six months. The Finance Committee has reviewed this report and recommends approval.

**Recommendation: Accept, by motion, the Investment Report for the quarter ended September 30, 2015.**

**F. SECOND READING OF AN AMENDMENT TO BENICIA MUNICIPAL CODE CHAPTER 2.108 TO ALLOW THE COMMUNITY SUSTAINABILITY COMMISSION (CSC) TO ENGAGE IN FUNDRAISING ACTIVITIES AND CONCURRENTLY APPROVE FUNDRAISING GUIDELINES. (Community Development Director)**

At the October 20, 2015 City Council meeting, the Council conducted a first reading of an ordinance amendment to allow CSC to conduct fundraising activities, and, with a minor modification, approved the fundraising guidelines policy. Disbursement of all funds shall be at the discretion of the City Council.

**Recommendation: Conduct a second reading and adopt the ordinance to amend Chapter 2.108 (Community Sustainability Commission) of Division 2 (Boards and Commissions) of Title 2 (Administration and Personnel) of the Benicia Municipal Code by adding a new section 2.108.100 (Powers) to allow the Community Sustainability Commission (CSC) the ability to fundraise, after determining that the project is exempt from CEQA. Also, approve the CSC Fundraising Guidelines concurrent with the ordinance amendment.**

**G. UPDATE ON EMERGENCY CONTRACTS FOR CLOCK TOWER ELEVATOR REPLACEMENT. (Parks and Community Services Director)**

An inspection identified defects beyond repair, necessitating the immediate removal of the Clock Tower elevator from operation. A number of weddings and other large events had already been scheduled at the Clock Tower through fall. Staff therefore entered into contracts to provide temporary alternate access to the second floor of the Clock Tower that meets Americans with Disabilities Act standards and to purchase and install the permanent replacement elevator. Provided is an update on the status of both the temporary and permanent replacement elevators.

**Recommendation: Review the report and affirm by a 4/5 vote that continued emergency contracting by the City Manager is necessary to provide temporary ADA access and to purchase and install a permanent replacement elevator and associated improvements at the Clock Tower.**

**H. INTRODUCTION AND FIRST READING OF AN AMENDMENT TO THE ARTS AND CULTURE COMMISSION'S ORDINANCE CHANGING THE NUMBER OF COMMISSIONERS FROM NINE TO SEVEN. (Library Director)**

The Arts and Culture Commission (ACC), has requested a change in their ordinance from nine to seven members. They feel that nine members makes it more difficult to reach a quorum, that it is an unwieldy group, and that the commission would function better with seven members. Therefore, the ACC is requesting an amendment to section 2.104.010 of the Municipal Code changing the number of commissions from nine to seven.

**Recommendation: Conduct a first reading of a proposed ordinance change to amend Chapter 2.104 (Arts and Culture Commission) of Division 2 (Boards and Commissions) of Title 2 (Administration and Personnel) of the Benicia Municipal Code to revise section 2.104.010 to**

reduce the number of commissioners from nine to seven.

**I. APPROVAL OF AMENDMENT TO AGREEMENT FOR DREDGE ENGINEERING SERVICES RELATED TO THE ANNUAL DREDGING OF THE BENICIA MARINA. (Public Works Director)**

The Amendment to Agreement will provide for project management and engineering support for the following tasks:

1. Project management and engineering support to prepare after-dredge survey, plans, dredged volume calculations and reports for the 2015 dredge episode.
2. Preparation and approval from the Dredged Material Management Office (DMMO) for a 12-year Master Sampling and Analysis Plan (MSAP).
3. Provide Tier III sediment quality evaluation for the 2016 dredge episode.
4. Project management and engineering support to prepare before and after dredge survey, plans, dredged volume calculations and reports for the 2016 dredge episode.

**Recommendation: Adopt a resolution approving an Amendment to Agreement for dredge engineering services related to the Benicia Marina with Cullen-Sherry & Associates, Inc. for a not-to-exceed cost of \$99,930 and authorizing the City Manager to sign the Amendment to Agreement on behalf of the City.**

**J. MONTHLY WATER UPDATE. (Public Works Director)**

Benicia's state-mandated water conservation target is 20%. Benicia already is ahead of state-mandated targets thanks to the community's water conservation efforts. Benicia has reduced its water use by 32.1% in the last 12 months compared to the 2013 baseline. In August, Benicia's water conservation rate was 34.9%, compared to the statewide average of 27%. In September, Benicia's water use was reduced by 31.6% compared to September 2013.

**Recommendation: Receive the City's water supply, customer usage, and conservation update.**

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

**VIII. BUSINESS ITEMS (7:45 PM):**

A public hearing should not exceed one hour in length. To maximize public participation, the council requests that speakers be concise and avoid repetition of the remarks of prior speakers. Instead, please simply state whether you agree with prior speakers.

**A. CITY OF BENICIA COMMITMENT TO COMPACT OF MAYORS.  
(Community Development Director)**

The Compact of Mayors is a global coalition of mayors and city officials who have committed to reduce city-level greenhouse gas emissions, reduce vulnerability to climate change and enhance resilience as demonstrated through transparent tracking of progress. The program recognizes the efforts of local leaders to fight and adapt to climate change, provides an avenue to establish a data collection standard, and publicly recognizes local action. The long-term focus of the program is on establishing targets and reporting progress on an annual basis. Participation in the Compact of Mayors is voluntary.

**Recommendation: By motion, authorize the Mayor to join the Compact of Mayors.**

**B. INTRODUCTION AND FIRST READING OF ORDINANCES RELATING TO A BUILDING SEWER LATERAL INSPECTION AND REPAIR PROGRAM.  
(Public Works Director)**

In 2012 the City entered into a settlement agreement with Northern California River Watch to address alleged violations of the Clean Water Act associated with the City's operation and maintenance of its sewer collection system. One of the terms of the agreement is for City staff to recommend to the City Council an ordinance establishing a program for the inspection, repair, and/or replacement of building sewer laterals. The program is to be based on specific events as the basis or "trigger" for inspection, repair and/or replacement such as property transfer/sale, a significant remodel, or two or more sewer overflows within two years. Depending on the condition of the building sewer lateral, the property owner would be required, at their expense, to repair or replace the sewer lateral in an effort to help prevent sanitary sewer overflows from occurring. The purpose of these ordinances is to codify requirements for the inspection, repair and/or replacement of building sewer laterals within the city.

**Recommendation: Conduct a public hearing and introduce two ordinances relating to inspection, repair and maintenance of building sewer laterals:**

- (1) Introduction of an Ordinance amending Section 13.60.050 (Maintenance Generally) of Chapter 13.60 (Building Sewers and Sewer Laterals) of Title 13 (Public Services) of the Benicia Municipal Code; and**
- (2) Introduction of an Ordinance adding Chapter 13.80 (Building Sewer Lateral Inspection and Repair Program) to Title 13 (Public Services) of the Benicia Municipal Code.**

- C. Council Member Committee Reports:**  
(Council Member serve on various internal and external committees on behalf of the City. Current agendas, minutes and meeting schedules, as available, from these various committees are included in the agenda packet. Oral reports by the Council Members are made only by exception.)
- 1. Mayor's Committee Meeting.**  
(Mayor Patterson)  
Next Meeting Date: December 16, 2015
  - 2. Association of Bay Area Governments (ABAG).**  
<http://www.abag.ca.gov/>  
(Vice Mayor Hughes and Council Member Schwartzman)  
Next Meeting Date: TBD
  - 3. Finance Committee.**  
(Vice Mayor Hughes and Council Member Strawbridge)  
Next Meeting Date: November 19, 2015
  - 4. League of California Cities.**  
(Mayor Patterson and Vice Mayor Hughes)  
Next Meeting Date: TBD
  - 5. School Liaison Committee.**  
(Vice Mayor Hughes and Council Member Strawbridge)  
Next Meeting Date: December 10, 2015
  - 6. Sky Valley Open Space Committee.**  
(Vice Mayor Hughes and Council Member Campbell)  
Next Meeting Date: TBD
  - 7. Solano EDC Board of Directors.**  
(Vice Mayor Hughes and Council Member Strawbridge)  
Next Meeting Date: November 12, 2015
  - 8. Solano Transportation Authority (STA).**  
<http://www.sta.ca.gov/>  
(Mayor Patterson and Council Member Campbell)  
Next Meeting Date: December 9, 2015
  - 9. Solano Water Authority-Solano County Water Agency and Delta Committee.**  
<http://www.scwa2.com/>  
(Mayor Patterson, Vice Mayor Hughes and Council Member Campbell)

**Next Meeting Date: December 10, 2015**

- 10. Traffic, Pedestrian and Bicycle Safety Committee.  
(Vice Mayor Campbell and Council Member Strawbridge)  
Next Meeting Date: January 21, 2016**
- 11. Tri-City and County Cooperative Planning Group.  
(Vice Mayor Hughes and Council Member Schwartzman)  
Next Meeting Date: December 14, 2015**
- 12. Valero Community Advisory Panel (CAP).  
(Council Member Campbell and Council Member Schwartzman)  
Next Meeting Date: TBD**
- 13. Youth Action Coalition.  
(Vice Mayor Hughes and Council Member Strawbridge)  
Next Meeting Date: December 9, 2015**
- 14. ABAG-CAL FED Task Force-Bay Area Water Forum.  
<http://www.baywaterforum.org/>  
(Mayor Patterson)  
Next Meeting Date: TBD**
- 15. SOLTRANS Joint Powers Authority.  
(Mayor Patterson, Vice Mayor Hughes and Council Member Campbell)  
Next Meeting Date: December 17, 2015**
- 16. Marin Clean Energy (MCE).  
(Council Member Schwartzman and Council Member Strawbridge)  
Next Meeting Date: TBD**

**IX. ADJOURNMENT (9:00 PM):**

<b>Public Participation</b>
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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) 746-4200. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to the meeting.

**Meeting Procedures**

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

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

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

**Public Records**

The agenda packet for this meeting is available at the City Manager's Office and the Benicia Public Library during regular working hours. To the extent feasible, the packet is also available on the City's web page at [www.ci.benicia.ca.us](http://www.ci.benicia.ca.us) under the heading "Agendas and Minutes." Public records related to an open session agenda item that are distributed after the agenda packet is prepared are available before the meeting at the City Manager's Office located at 250 East L Street, Benicia, or at the meeting held in the Council Chambers. If you wish to submit written information on an agenda item,

please submit to the City Clerk as soon as possible so that it may be distributed to the City Council. A complete proceeding of each meeting is also recorded and available through the City Clerk's Office.



**RESOLUTION NO. 15-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA CONFIRMING THE MAYOR'S APPOINTMENT OF TEMMA ROBY TO THE CIVIL SERVICE COMMISSION TO FILL AN UNEXPIRED TERM ENDING JULY 31, 2018**

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Benicia that the appointment of Temma Roby to the Civil Service Commission 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 17th day of November 2015 and adopted by the following vote:

Ayes:

Noes:

Absent:

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

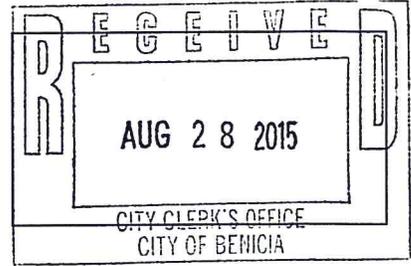
Attest:

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

\_\_\_\_\_  
Date



Date Received



### City of Benicia Board/Commission/Committee Application

It is the intent of the City Council to have Boards, Commissions or Committees composed of people from all geographical, social, environmental and economic sectors of the community and to avoid potential conflicts of interest.

Please check the board, commission, or committee you wish to apply for:

- Arts and Culture Commission
- Benicia Housing Authority Board of Commissioners
- Board of Library Trustees
- Civil Service Commission**
- Economic Development Board
- Finance, Audit & Budget Committee
- Historic Preservation Review Commission
- Human Services & Arts Board
- Open Government Commission
- Parks, Recreation & Cemetery Commission
- Planning Commission
- Sustainability Commission
- Sky Valley Open Space Committee
- Uniform Code Board of Appeals

Name: Temma Roby

Address: \_\_\_\_\_

Phone: (Work) \_\_\_\_\_ (Home) \_\_\_\_\_

(Cell) \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_ Years as Benicia resident: 4

Occupation/Employer: Angius and Terry, LLP; Firm Administrator

Please note your most recent community or civic volunteer experience:

Current Board President of the Benicia Stingrays Swim Team.

Please describe any applicable experience/training: I was the Human Resources Director for a plaintiff's law firm for 7 years and managed 80 employees; I'm currently the Firm Administrator for a law firm where I handle all aspects related to Human Resources as well as manage 70 employees in four offices in three states.

All applications are considered public records and will be retained in an active file for at least one year from date of receipt.

Signature: *Yemmanu Ray* Date: 8/27/15

Page 1 of 2



### Civil Service Commission Application

In addition to completing the City of Benicia Board/Commission/Committee Application form, please respond to the following questions:

1. What interests you about this Commission?

At the beginning of this year I took a position to be closer to home in order to spend more time with my family and volunteer locally. This position interests me because it's for the City of Benicia and it is in an area where I have extensive experience and knowledge.

2. Do you have any experience in the area of human resources, employee relations, and/or supervising/managing employees or programs?

Yes, I have over 10 years of experience in Human Resources and managing employee relations. I have been involved with investigating discrimination claims, sexual harassment claims and frequently providing recommendations to managing partners.

I also have extensive knowledge in terminations, recruitment, interviewing, background checks, training and onboarding new hires.

I have extensive knowledge of employment laws in California, Nevada and Florida.

3. What knowledge and skills could you bring to the City of Benicia if appointed to this commission?

Over the years I have been faced with very challenging employee personnel issues as well as management/partner issues and complicated claims and situations. I think I have been very successful in mediating disputes and making sound decisions. I am asked for recommendations related to employee issues on a daily basis. I have a very strong background in California employment law.

Thank you for considering me.



**RESOLUTION NO. 15-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA CONFIRMING THE MAYOR'S APPOINTMENT OF JENNIE DILLEY TO THE PARKS, RECREATION AND CEMETERY COMMISSION (STUDENT COMMISSIONER) FOR A ONE YEAR TERM ENDING JULY 31, 2016**

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Benicia that the appointment of Jennie Dilley to the Parks, Recreation and Cemetery Commission (Student Commissioner) 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 17<sup>th</sup> day of November 2015 and adopted by the following vote:

Ayes:

Noes:

Absent:

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

Attest:

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

\_\_\_\_\_  
Date





Parks and Community Services  
**MEMORANDUM**

**DATE:** October 26, 2015

**TO:** Brad Kilger  
City Manager

**FROM:** Michael Dotson  
Director of Parks and Community Services

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

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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. On October 7, 2015 the Youth Commission elected Jennie Dilley chairperson for the 2015/16 Youth Commission term. Provided below is a bio on Jennie Dilley.

Jennie began her senior year at Benicia High School this fall, where she will juggle a strong academic schedule complete with four AP classes while hoping to maintain her 4.0 GPA she has held through high school. Jennie is also involved with multiple clubs at BHS; she is the treasurer of the Panther Pride club and an officer in the Interact club.

Jennie volunteers for Kaiser Hospital in Vallejo once a week after school hoping that the experience in the medical field will aid her with her passion for wanting to become a nurse. Jennie plans to go to a four year university after graduating from BHS and pursue a degree in Nursing.

Benicia Youth Commission is perfect for Jennie, as she is excited for the opportunity to have a hand in helping the community thrive. Being born and raised in Benicia, she has been very involved in the community alongside of her parents who are also Benicia natives. In the four years she has been in BYC she has volunteered for the Clock Tower dances, Christmas Tree Lightings, and the Run for Education. As Commission Chair, Jennie's main goal is to continue to have a positive impact and give back to the community.

Please ask the Mayor to consider this nomination for the Council meeting scheduled for November 17, 2015.



MINUTES OF THE  
REGULAR MEETING – CITY COUNCIL  
October 20, 2015

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 Closed Session to order at 6:00 p.m.

All Council Members were present.

**II. CLOSED SESSION:**

**A. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION**  
Significant exposure to litigation pursuant to subdivision (b) of  
Section 54956.9

Number of potential cases: One (1)

**B. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION**  
(Paragraph (1) of subdivision (d) of Section 54956.9)  
Name of case: Willis

**III. CONVENE OPEN SESSION:**

Mayor Patterson called the Open Session to order at 7:04 p.m.

**A. ROLL CALL**

All Council Members were present.

Council Member Schwartzman arrived at 7:05 p.m.

**B. PLEDGE OF ALLEGIANCE**

Gina Eleccion led the Pledge of Allegiance.

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

**IV. ANNOUNCEMENTS/PROCLAMATIONS/ APPOINTMENTS/PRESENTATIONS:**

**A. ANNOUNCEMENTS**

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

Heather McLaughlin, City Attorney, reported the following actions taken during Closed Session:

II.A - Council received information from Staff and gave direction to Staff.

II.B - Council received information from Staff and gave direction to Staff.

**2. Openings on Boards and Commissions:**

Arts and Culture Commission

1 unexpired term

Open until filled

Community Sustainability Commission

2 unexpired terms

1 Student Commissioner term

Open until filled

**3. Boards and Commissions - Council Subcommittee Recommendation:**

Subcommittee recommendation to Mayor of Temma Roby to the Civil Service Commission for a three year term ending July 31, 2018

**4. Mayor's Office Hours:**

**5. Benicia Arsenal Update**

Update from City Attorney

Heather McLaughlin, City Attorney stated there was nothing new to report. Staff hopes to have information to present to Council at the December 2, 2015 Council meeting.

**B. PROCLAMATIONS**

**C. APPOINTMENTS**

**D. PRESENTATIONS**

**1. JOINT PRESENTATION BY REBUILDING TOGETHER SOLANO COUNTY AND THE AMERICAN RED CROSS UPCOMING SMOKE DETECTOR EVENT IN BENICIA - OCTOBER 24, 2015**

**2. DEMONSTRATION GARDEN PRESENTATION BY ELIZABETH HOFFMAN**

**V. ADOPTION OF AGENDA:**

On motion of Council Member Hughes, seconded by Council Member Strawbridge, Council adopted the Agenda, as presented, on roll call by the following vote:

Ayes: Patterson, Schwartzman, Campbell, Hughes, Strawbridge

Noes: (None)

**VI. OPPORTUNITY FOR PUBLIC COMMENT:**

**A. WRITTEN COMMENT**

Seven items received (copies on file).

**B. PUBLIC COMMENT**

None

**VII. CONSENT CALENDAR:**

Council pulled item VII.D for discussion.

On motion of Council Member Schwartzman, seconded by Council Member Strawbridge, Council adopted the Consent Calendar, as amended, on roll call by the following vote:

Ayes: Patterson, Schwartzman, Campbell, Hughes, Strawbridge

Noes: (None)

**A. APPROVAL OF THE MINUTES OF THE OCTOBER 6, 2015 CITY COUNCIL MEETING**

**B. UPDATE ON EMERGENCY CONTRACTS FOR CLOCK TOWER ELEVATOR REPLACEMENT**

**C. APPROVAL TO EXTEND CONTRACT FOR LABOR RELATIONS SERVICES TO RENNE SLOAN HOLTZMAN SAKAI**

**RESOLUTION 15-123 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA EXTENDING THE CONTRACT FOR LABOR RELATIONS SERVICES TO RENNE SLOAN HOLTZMAN SAKAI**

**D. INTRODUCTION AND FIRST READING OF AN AMENDMENT TO BENICIA MUNICIPAL CODE CHAPTER 2.108 TO ALLOW THE COMMUNITY SUSTAINABILITY COMMISSION (CSC) TO ENGAGE IN FUNDRAISING ACTIVITIES AND CONCURRENTLY APPROVE FUNDRAISING GUIDELINES**

**ORDINANCE 15- - AN ORDINANCE AMENDING CHAPTER 2.108 (COMMUNITY SUSTAINABILITY COMMISSION) OF DIVISION 2 (BOARDS AND COMMISSIONS) OF TITLE 2 (ADMINISTRATION AND PERSONNEL) OF THE BENICIA MUNICIPAL CODE BY ADDING A NEW SECTION 2.108.100 (POWERS) TO ESTABLISH FUNDRAISING POWER FOR THE COMMISSION**

Vice Mayor Hughes pulled this item to clarify that this amendment was completely consistent with the way the other amendments were made with the other two boards and commissions.

Brad Kilger, City Manager, stated that it was identical with the Arts & Culture Commission. The Human Services Board was slightly different, as they have a different mission. The Community Sustainability Commission's fundraising guidelines were modeled after the Arts & Culture Commission's guidelines.

Public Comment:

None

After the vote was taken, Council Member Schwartzman stated he had a question he meant to ask. He requested the item be reopened.

The motion to reconsider this item was approved by Council.

Council Member Schwartzman and Staff discussed the language on page VII.D.10, item no. 6 - 'allocations from the CSC shall be approved by the City Council after receiving a recommendation from the CSC.' He did not think that was the way it was being done. He thought it was 'it may be, and is subject to...' He would like clarification on the issue.

Christina Ratcliffe, Community Development Director, stated that Staff did not intend for Council to approve everything the CSC recommends. They wanted to ensure that Council approval was needed in order to disperse funds.

Mr. Kilger and Staff discussed the existing language and the amended language. He thought it was a matter of wording.

Heather McLaughlin, City Attorney, stated she thought the language could be improved. The goal was to say that Council has to approve any of the allocations, not the CSC. So, it has to come to Council for approval.

Council Member Schwartzman stated he would like that on the record, because

if you read that, it could be construed as something different.

Ms. McLaughlin stated that what was being discussed was the policy, not the ordinance. The way to correct that is to refer to the ordinance, so Staff can insert a footnote into the policy.

Council Member Schwartzman stated that was an acceptable fix for his issue.

Public Comment:

None

On motion of Council Member Hughes, seconded by Council Member Strawbridge, Council approved the Introduction and First Reading of the above Ordinance, on roll call by the following vote:

Ayes: Patterson, Schwartzman, Campbell, Hughes, Strawbridge

Noes: (None)

On motion of Council Member Schwartzman, seconded by Council Member Hughes, Council approved the reconsideration of this item, on roll call by the following vote:

Ayes: Patterson, Schwartzman, Campbell, Hughes, Strawbridge

Noes: (None)

On motion of Council Member Schwartzman, seconded by Council Member Hughes, Council approved the Introduction and First Reading of the above Ordinance, with the amendment of adding a footnote to the policy, on roll call by the following vote:

Ayes: Patterson, Schwartzman, Campbell, Hughes, Strawbridge

Noes: (None)

**E. AWARD OF CONSTRUCTION CONTRACT FOR THE MEASURE C 2015 PAVEMENT REPAIR PROJECT #2015-03**

**RESOLUTION 15-124 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA REJECTING BIDS FOR OCTOBER 5, 2015 BID OPENING FOR THE 2015 PAVEMENT REPAIR PROJECT #2015-03, SUSPENDING COMPETITIVE BIDDING FOR THE PROJECT, AWARDED A NEGOTIATED CONSTRUCTION CONTRACT TO DRT GRADING & PAVING, INC. IN THE AMOUNT OF \$174,964.50, AND AUTHORIZING THE CITY MANAGER TO SIGN THE CONTRACT ON BEHALF OF THE CITY**

**F. ACCEPTANCE OF A GRANT DEED FOR 472 EAST N STREET**

**RESOLUTION 15-125 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA AUTHORIZING THE CITY MANAGER TO EXECUTE A SETTLEMENT AGREEMENT FOR THE PROPERTY AT 472 EAST N STREET, TO ACCEPT A GRANT DEED FOR THE PROPERTY AND TO TAKE ALL NECESSARY STEPS FOR THE SETTLEMENT AGREEMENT INCLUDING RECORDING THE GRANT DEED**

- G. Approval to waive the reading of all ordinances introduced and adopted pursuant to this agenda.**

**VIII. BUSINESS ITEMS:**

- A. APPROVAL OF AMENDMENT TO AGREEMENT WITH BROWN AND CALDWELL FOR CONSULTANT SERVICES FOR A FEASIBILITY STUDY AND ENVIRONMENTAL REVIEW FOR THE BENICIA WATER REUSE PROJECT**

**RESOLUTION 15-126 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA APPROVING AN AMENDMENT TO THE AGREEMENT WITH BROWN AND CALDWELL FOR PERFORMING A FEASIBILITY STUDY AND PREPARING ENVIRONMENTAL DOCUMENTATION FOR THE WATER REUSE PROJECT AND AUTHORIZING THE CITY MANAGER TO SIGN THE AMENDMENT TO AGREEMENT ON BEHALF OF THE CITY**

Dan Jackson, Water Quality Supervisor, reviewed the staff report.

Council Member Campbell and Staff discussed the costs of doing steps 2-4 listed on the Water Reuse Project Major Milestones listed on page VIII.A.3. Staff confirmed that a good 2/3 of the project money will be spent by the time the City can have the discussion with Valero on water reuse. Valero has been positive about the overall project. Council Member Campbell was concerned about the possibility of the City spending a lot of money and Valero changing their minds.

Council Member Schwartzman and Staff discussed the financial feasibility, annual costs, and the public's interest in getting recycled water from the Wastewater Treatment Plant.

Mayor Patterson and Staff discussed the issue of reliable water supplies, Valero's delay in participation in previous projects, and how the City could ensure that Valero stays on track with meeting the schedules in the milestones. She requested that Staff keep Council informed if there are delays.

Public Comment:

None

Council Member Campbell and Staff discussed the issue of capital financing that was listed in the staff report.

On motion of Council Member Schwartzman, seconded by Council Member Strawbridge, Council adopted Resolution 15-126, on roll call by the following vote:

Ayes: Patterson, Schwartzman, Campbell, Hughes, Strawbridge  
Noes: (None)

**B. RECEIVE AND FILE THE BUDGET TO ACTUAL REPORTS: ALL FUNDS FOR THE QUARTER ENDING SEPTEMBER 30, 2015 AND ADOPT RESOLUTION AMENDING THE FISCAL YEAR 2015-2016 BUDGET TO INCLUDE FY 2014-2015 CARRYOVERS AND FY 2015-2016 AMENDMENTS**

**RESOLUTION 15-127 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA AMENDING THE MUNICIPAL BUDGET FOR FISCAL YEAR 2015-2017**

Karin Schnaider, Finance Director, reviewed the staff report.

Vice Mayor Hughes and Staff discussed the management analyst position, replacement of the inoperable Community Alert Notification (CAN) system.

Council Member Schwartzman and Staff discussed the budget adjustments and committed reserves.

Council Member Strawbridge and Staff discussed the issue of dredging.

Council Member Campbell and Staff discussed the expenditures in 2014-15 and 2015-16, and why the number was \$8 million higher in the latter. They discussed the issue of a balanced operating budget, and the reason there were no committed reserves in 2016.

Mayor Patterson and Staff discussed the status of the CAN Project, the need for having information on lifecycle expectancy and replacement cost.

**Public Comment:**

None

On motion of Council Member Hughes, seconded by Council Member Schwartzman, Council approved receiving and filing the Budget to Actual Reports: All Funds for the Quarter Ending September 30, 2015, on roll call by the following vote:

Ayes: Patterson, Schwartzman, Campbell, Hughes, Strawbridge  
Noes: (None)

On motion of Council Member Hughes, seconded by Council Member Schwartzman, Council adopted Resolution 15-127, on roll call by the following vote:

Ayes: Patterson, Schwartzman, Campbell, Hughes, Strawbridge  
Noes: (None)

**C. FY 2015-17 BUDGET IMPLEMENTATION PLAN - QUARTERLY UPDATE**

Karin Schnaider, Finance Director, reviewed the staff report.

Council Member Strawbridge requested Council add the issue of downtown parking to the list, as it affects tourism. She and Staff discussed the parking issue in the downtown area.

Council Member Schwartzman and Staff discussed the issue of downtown parking and enforcement.

Vice Mayor Hughes and Staff discussed what effect the lack of parking would have on the City's tourism.

Mayor Patterson and Staff discussed the CAN replacement project and whether the cost included maintenance and replacement costs (it did not), the importance of building money into the budget so we don't always have to do big budget adjustments (as with vehicle replacement).

Public Comment:

1. Leah Shellhorn, Downtown Business Alliance - Ms. Shellhorn discussed the issue of the lack of parking in the downtown area. They are requesting courtesy zones, green zones, and 20-minute parking spaces for the businesses.

Mayor Patterson requested a short report on enforcement and costs. Staff will draft a work plan and come back to Council. Staff discussed concerns regarding staffing, tickets, etc.

Heather McLaughlin cautioned Council that she was concerned with discussing the issue of parking downtown, as there was several conflicts of interest for Council.

Mayor Patterson stated that the sense of discussion and direction was for Staff to come back with status report, there would be an enforcement program after first of the year (if sooner, Council would be informed), and the possibility of Staff

meeting with the Downtown Business Alliance.

Council Member Schwartzman suggested staffing for parking enforcement only at busy times to start with to break people in.

Council Member Strawbridge discussed the need to inform business owners that the courtesy zones were reinstated, and the need to educate business owners on parking options and alternatives.

On motion of Council Member Hughes, seconded by Council Member Strawbridge, Council approved, by motion, the FY 2015-17 Budget Implementation Plan - Quarterly Update, and provided direction to Staff , on roll call by the following vote:

Ayes: Patterson, Schwartzman, Campbell, Hughes, Strawbridge  
Noes: (None)

#### **D. MAYOR PATTERSON'S REQUEST TO AGENDIZE DISCUSSION OF RESIDENTIAL CHILD CARE ORDINANCE**

Mayor reviewed her request.

Council Member Schwartzman and Staff discussed the issue of the 100 ft. change. If the change to the ordinance stayed focused on the distance change, it would be simple. The issue of revising the entire ordinance would be more complex. Staff thought revising the entire ordinance would need to be dealt with using study sessions, etc.

Mayor Patterson thought the bigger issue (ordinance revision) would need to be sent back to the Planning Commission. Staff suggested they come back at a later date with a work plan and suggestions on policy. The 100 ft. issue could come back as an action item fairly soon.

Vice Mayor Hughes discussed the two step process. He did not expect Staff to come back with a formal work plan. He envisioned they would come back with information on what the item is and some options and information on how complex it would be to address.

Council Member Campbell and Staff discussed the current noticing codes. He could not support reducing the noticing distance.

Public Comment:

1. Raycraft - Mr. Raycraft spoke in support of reducing the noticing to 100 ft. for large family daycare.

Mayor Patterson clarified that the motion was to approve agendizing the 100 ft. noticing requirement and potential approach for amendment for City's current

ordinance on residential child care.

On motion of Council Member Hughes, seconded by Council Member Strawbridge, Council approved agendaizing the 100 ft. noticing requirement and directing Staff to come up with a potential approach for amendment of the City's current ordinance on residential child care, on roll call by the following vote:

Ayes: Patterson, Schwartzman, Campbell, Hughes, Strawbridge

Noes: (None)

**E. MAYOR PATTERSON'S REQUEST TO AGENDIZE DISCUSSION OF COMPLEX GREY WATER SYSTEM**

Mayor Patterson reviewed her request.

Council Member Campbell and Staff discussed how the City currently addresses grey water.

Vice Mayor Hughes and Staff discussed leaving the timing of this item to go on the agenda up to staff.

Public Comment:

1. Kathy Kerridge - Ms. Kerridge spoke in support of placing this item on a future agenda.

Council Member Campbell stated that he did not want to add more permits, but wants to discuss the overall issue.

On motion of Council Member Hughes, seconded by Vice Mayor Campbell, Council approved placing the item on a future agenda for discussion, on roll call by the following vote:

Ayes: Patterson, Schwartzman, Campbell, Hughes, Strawbridge

Noes: (None)

**F. Council Member Committee Reports:**

1. **Mayor's Committee Meeting. (Mayor Patterson) Next Meeting Date: December 16, 2015**
2. **Association of Bay Area Governments (ABAG)**  
<http://www.abag.ca.gov/>. (Vice Mayor Hughes and Council Member Schwartzman) Next Meeting Date: TBD
3. **Finance Committee. (Vice Mayor Hughes and Council Member Strawbridge) Next Meeting Date: October 22, 2015**

4. **League of California Cities. (Mayor Patterson and Vice Mayor Hughes) Next Meeting Date: TBD**
5. **School Liaison Committee. (Vice Mayor Hughes and Council Member Strawbridge) Next Meeting Date: December 10, 2015**
6. **Sky Valley Open Space Committee. (Vice Mayor Hughes and Council Member Campbell) Next Meeting Date: TBD**
7. **Solano EDC Board of Directors. (Vice Mayor Hughes and Council Member Strawbridge) Next Meeting Date: November 12, 2015**
8. **Solano Transportation Authority (STA). <http://www.sta.ca.gov/> (Mayor Patterson and Council Member Campbell) Next Meeting Date: December 9, 2015**
9. **Solano Water Authority-Solano County Water Agency and Delta Committee. <http://www.scwa2.com/>(Mayor Patterson, Vice Mayor Hughes and Council Member Campbell) Next Meeting Date: November 12, 2015**
10. **Traffic, Pedestrian and Bicycle Safety Committee. (Vice Mayor Hughes and Council Member Strawbridge) Next Meeting Date: TBD**
11. **Tri-City and County Cooperative Planning Group. (Vice Mayor Hughes and Council Member Schwartzman) Next Meeting Date: December 14, 2015**
12. **Valero Community Advisory Panel (CAP). (Council Member Campbell and Council Member Schwartzman) Next Meeting Date: TBD**
13. **Youth Action Coalition. (Vice Mayor Hughes and Council Member Strawbridge) Next Meeting Date: October 28, 2015**
14. **ABAG-CAL FED Task Force-Bay Area Water Forum. <http://www.baywaterforum.org/> (Mayor Patterson) Next Meeting Date: TBD**
15. **SOLTRANS Joint Powers Authority (Mayor Patterson, Vice Mayor Hughes and Council Member Campbell) Next Meeting Date: December 17, 2015**
16. **Marin Clean Energy. (Council Member Schwartzman and Council**

**Member Strawbridge) Next Meeting Date: TBD**

**IX. ADJOURNMENT:**

Mayor Patterson adjourned the meeting at 9:09 p.m.

**AGENDA ITEM**  
**CITY COUNCIL MEETING DATE - NOVEMBER 17, 2015**  
**CONSENT CALENDAR**

**DATE** : November 6, 2015

**TO** : City Manager

**FROM** : Finance Director

**SUBJECT** : **AWARD OF CONTRACT TO WELLS FARGO FOR BANKING AND TREASURY SERVICES**

**RECOMMENDATION:**

Adopt a resolution approving the award of contract for banking and treasury services to Wells Fargo for five years with a five year extension option.

**EXECUTIVE SUMMARY:**

On October 1, 2015, the City was notified by Bank of America that it would be exiting the contract to provide banking and treasury services as of April 2016. The City issued a Request for Qualifications (RFQ) on October 8, 2015 and invited six banks to bid. The bids were returned on October 30<sup>th</sup> and the Finance Committee banking subcommittee recommended the award of contract to Wells Fargo. The contract term is for five years with an option to extend an additional five years. In addition, the Finance Committee banking subcommittee recommended the City contract with Wells Fargo for enhanced services that the City is either receiving from other vendors, such as lockbox, or new services such as payment management services that will integrate into the Tyler Munis software.

**BUDGET INFORMATION:**

The City anticipates that the fees for services for Wells Fargo are comparable to that of the Bank of America fees and no budget adjustment is necessary. The annual cost is estimated at approximately \$55,000. The start-up costs are approximately \$5,000.

In addition, Wells Fargo provided pricing for enhanced services. These costs are currently approximated at \$36,000 annually with a start-up cost of \$8,400. Staff is recommending that the additional budget amendment for the FY 2016-17 budget of \$36,000 annually and \$8,400 start-up costs be approved.

**Budget Summary:**  
Wells Fargo Contract for Banking and Treasury Services

	<u>Covered under approved budget</u>	<u>New appropriations</u>
Existing Services		
start-up	5,500	
annual	55,000	
New services		
start-up		8,400
annual		36,000
<b>Total Costs</b>	<b>\$ 60,500</b>	<b>\$ 44,400</b>

**GENERAL PLAN:**

There is no effect on the City's General Plan.

**STRATEGIC PLAN:**

Relevant Strategic Plan Issues:

- Strategic Issue 3: Strengthening Economic and Fiscal Conditions

**BACKGROUND:**

In April 2015, Bank of America notified the City that it anticipated raising their banking and treasury fees. As a result, staff recommended to the Finance Committee that a subcommittee should be formed to look at going out for a new contract. The Finance Committee nominated Alan Nadritch; additional subcommittee members were the City Treasurer, the Finance Director, and the Accounting Supervisor. The subcommittee was initially put on hold, so that Finance could focus on the ERP implementation. However, on October 1, 2015, Bank of America notified the City that it was exiting their contract with the City and that the City had 180 days to move their banking and treasury services to a new institution.

The subcommittee responded quickly and released their Request for Qualifications on October 7, 2015. The City reached out to six local banks and five responded. On October 20, the subcommittee met with each bank for an initial interview and needs assessment. The banks submitted their proposals on October 30. On November 3, three banks were asked to return with their final proposals. Based upon these interviews and the total services provided, the subcommittee recommended the award of the contract to Wells Fargo.

The subcommittee asked each bank for three key factors:

1. Provide current level banking and treasury services
2. Provide recommendations for new banking and treasury services that best represents modern banking security, technology, and customer service

3. Provide recommendations to best integrate into the City's upcoming ERP
  - a. Focus on paperless transactions
  - b. Focus on customer ease of payables and receivables

Wells Fargo was able to show a wide variety of products and services that would best enhance the technology features of Tyler Munis. The contract will greatly enhance the internal banking and treasury; as well as, provide improved processing of City receivables and payables. The unification of services into one contract is anticipated to streamline processes and improve efficiencies in the department. It was clear that Wells Fargo has diversified its product offerings to meet a wide variety of needs to its customers. Finally, Wells Fargo was the best fit for implementation. They proposed a well-thought-out, three-phase plan that would help Finance transition over by the April 1, 2016 deadline; as well as, match up with the various phases of the ERP implementation.

Attachments:

- Resolution Awarding the Extension of the Contract for Audit Services
- Wells Fargo's sample pricing proposal



**RESOLUTION NO. 15-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA APPROVING A CONTRACT WITH WELLS FARGO FOR BANKING AND TREASURY SERVICES**

**WHEREAS**, the City of Benicia currently contracts with Bank of America for banking and treasury services; and

**WHEREAS**, Bank of America notified the City its contract with Bank of America is canceled as of April 1, 2016; and

**WHEREAS**, the City sent out Request for Qualification for banking and treasury services; and

**WHEREAS**, Wells Fargo submitted a proposal to meet current banking and treasury service needs; and

**WHEREAS**, Wells Fargo submitted a proposal with recommendations for new banking and treasury services that best represents modern banking security, technology, and customer service; and

**WHEREAS**, Wells Fargo submitted a proposal with recommendations to best integrate into the City's upcoming Enterprise Resource Planning (ERP) software; and

**WHEREAS**, the Finance Committee's subcommittee, consisting of the City Treasurer, Member Nadritch, the Finance Director, and the Accounting Supervisor have recommended that the award of contract go to Wells Fargo; and

**WHEREAS**, the Wells Fargo contract is for five years with a five year extension option; and

**WHEREAS**, the Wells Fargo contract is anticipated to cost \$91,000 annually with \$14,100 in start-up costs and the General Fund will require an additional \$36,000 annually plus \$8,600 in one-time appropriations to cover this new contract beginning in FY 2016-17.

**NOW, THEREFORE, BE IT RESOLVED THAT** the City Council of the City of Benicia hereby approves the contract with Wells Fargo for banking and treasury services and authorizes the City Manager to execute the agreement subject to minor modifications approved by the City Attorney.

\* \* \* \* \*

On motion of Council Member \_\_\_\_\_, seconded by Council Member \_\_\_\_\_, the above resolution was approved by the City Council of the City of Benicia at a regular meeting held on the 17<sup>th</sup> day of November 2015, by the following vote:

AYES:

NOES:

ABSTAIN:

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

ATTEST:

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

\_\_\_\_\_  
Date



## Sample Proposed Pricing: Existing Services

### City of Benicia

#### Wells Fargo Treasury Management Proposal

Pricing as of January 2016

<u>Service Description</u>	<u>Price</u>	<u>Monthly Volume</u>	<u>Activity Charges</u>
<b>BALANCE &amp; COMPENSATION INFORMATION</b>			
RECOUPMENT MONTHLY	0.12750	5,332	679.88 *
<b>Subtotal</b>			<b>679.88</b>
<b>GENERAL ACCOUNT SERVICES</b>			
ACCOUNT MAINTENANCE-CHEXSTOR	20.00000	2	40.00
SUBACCOUNT MAINTENANCE	12.00000	5	60.00
DEBITS POSTED	0.20000	42	8.40
DDA STATEMENT - PAPER	5.00000	1	5.00
CEO BASIC BANKING - TRANSFER	0.00000	1	0.00
CEO WELLSTAX PAYMENT	2.50000	2	5.00
CEO WELLSTAX SUBSCRIPTION PER ACCT	6.00000	1	6.00
WELLSTAX RECEIPT	2.50000	2	5.00
<b>Subtotal</b>			<b>129.40</b>
<b>LOCKBOX SERVICES</b>			
WTLBX MONTHLY BASE	185.00000	1	185.00
WTLBX TRANSMISSION MONTHLY BASE	220.00000	1	220.00
WTLBX TOTAL PAYMENTS PROCESSED	0.30450	1,932	588.29
WTLBX STD ITEM PROCESSED NON SCAN	0.50000	5	2.50
WTLBX SCANNABLES MULTIS	0.30450	1	0.30
WTLBX SCANNABLES PARTIAL PAYS	0.04000	2	0.08
WTLBX MICR DATA CAPTURE	0.13000	1,932	251.16
WTLBX MICR CAP PER LINE NON SCAN	0.13000	5	0.65
WTLBX CORRESPONDENCE / REJECTS	0.50000	1	0.50
WTLBX DOCUMENT SCANNED	0.07000	3,867	270.69
WTLBX DOCUMENT SCANNED - NON SCAN	0.07000	5	0.35
WTLBX 7 YEAR B/W IMAGE ARCHIVE	0.03500	3,872	135.52
WTLBX VALUE ADDED KEYING - NON SCAN	0.01800	9,685	174.33
WTLBX DAILY DEPOSIT CUT	1.50000	21	31.50
VIRTUAL LBX SCANNER LOCATION MOBASE	50.00000	1	50.00
VIRTUAL LBX PAYMENT PROCESSED	0.36000	1,938	697.68
E-BOX OPERATIONS MANUAL RETURN	3.50000	1	3.50
E-BOX PAYMENT RETURN	0.35000	1	0.35
E-BOX PAYMENT REVERSED	0.25000	1	0.25
E-BOX REVERSAL REJECT	0.25000	1	0.25
E-BOX MONTHLY MAINT (W/CROSS REF)	250.00000	1	250.00
<b>Subtotal</b>			<b>2,862.91</b>

<u>Service Description</u>	<u>Price</u>	<u>Monthly Volume</u>	<u>Activity Charges</u>
<b>DEPOSITORY SERVICES</b>			
CASH VAULT DEPOSIT CASH AND CHECK	0.75000	70	52.50
RETURN ITEM - CHARGEBACK	12.00000	4	48.00
RETURN ITEM REDEPOSITED	8.00000	7	56.00
CASH VAULT CASH ORDER-TOUCHTONE	4.00000	1	4.00
CASH VAULT CASH ORDERS-CEO	4.00000	1	4.00
CASH VAULT CURRENCY FURNISHED	0.00130	1,000	1.30
CASH VAULT CURRENCY/COIN DEPOSITED	0.00130	40,200	52.26
CASH VAULT DEPOSIT ADJUSTMENT	7.50000	0	0.00
CASH VAULT MONTHLY BASE	35.00000	2	70.00
MISCELLANEOUS CREDITS POSTED	1.00000	1	1.00
STORE/NIGHT DROP DEPOSIT	1.00000	1	1.00
DEPOSITED CHECKS - ON US	0.20000	208	41.60
DEPOSITED CHECKS	0.20000	1,181	236.20
WHOLESALE LBX CHECKS DEPOSITED	0.17000	1,935	328.95
<b>Subtotal</b>			<b>896.81</b>
<b>PAPER DISBURSEMENT SERVICES</b>			
STOP PAYMENT - AUTO RENEWAL	3.00000	0	0.00
POSITIVE PAY EXCEPTION - CEO IMAGE	2.00000	1	2.00
ONLINE IMAGE VIEW < 90 DAYS - ITEM	2.50000	0	0.00
POS PAY CHECK VERIFICATION CALL	15.00000	0	0.00
POSITIVE PAY EXCEPTION CHECKS RETND	15.00000	0	0.00
POSITIVE PAY ONLY - ITEM	0.08000	576	46.08
POSITIVE PAY ONLY MONTHLY BASE	35.00000	2	70.00
STOP PAYMENT - ONLINE	15.00000	0	0.00
DDA CHECKS PAID	0.20000	576	115.20
CEO SEARCH	1.05000	0	0.00
<b>Subtotal</b>			<b>233.28</b>
<b>PAPER DISBURSEMENT RECON SERVICES</b>			
CEO REGISTER INPUT - ITEM	0.20000	671	134.20
ARP AGED ISSUE RECORDS ON FILE-ITEM	0.01000	1	0.01
CEO ARP STMT & RPTS MONTHLY BASE	25.00000	2	50.00
ARP OPTIONAL REPORTS	15.00000	2	30.00
POSITIVE PAY EXCEPTIONS - ITEM	6.00000	1	6.00
<b>Subtotal</b>			<b>220.21</b>
<b>GENERAL ACH SERVICES</b>			
ELECTRONIC CREDITS POSTED	0.20000	190	38.00
ACH RECEIVED ITEM	0.20000	221	44.20
ACH PAYMENTS ONLINE BATCH RELEASE	5.00000	2	10.00
ACH PAYMENTS BASE FEE	40.00000	2	80.00
ACH PAYMENTS TWO DAY ITEM	0.25000	324	81.00
ACH CEO FRAUD FILTER REVIEW MO BASE	25.00000	1	25.00
ACH CEO FRAUD FILTER REVIEW - ITEM	10.00000	0	0.00
ACH NOC - FAX ADVICE	8.00000	0	0.00
ACH DELETE/REVERSE - BATCH/FILE	40.00000	0	0.00
<b>Subtotal</b>			<b>278.20</b>

<u>Service Description</u>	<u>Price</u>	<u>Monthly Volume</u>	<u>Activity Charges</u>
<b>WIRE &amp; OTHER FUNDS TRANSFER SERVICE</b>			
WIRE IN DOMESTIC	15.00000	1	15.00
WIRE-OUTGOING DOMESTIC-CEO	13.00000	6	78.00
<b>Subtotal</b>			<b>93.00</b>
<b>INFORMATION SERVICES</b>			
CEO E-BOX RPT - ITEM	0.35000	215	75.25
CEO E-BOX RPT SUBSCRIPTION MO BASE	150.00000	1	150.00
CEO EVENT MESSAGING SERVICE - EMAIL	0.50000	21	10.50
CEO BASIC BANKING - MONTHLY BASE	20.00000	1	20.00
CEO BASIC BANKING ADDL ACCT-MO BASE	10.00000	1	10.00
<b>Subtotal</b>			<b>265.75</b>
<b>INTERNATIONAL SERVICES</b>			
DEPOSITED CHECK FOREIGN	5.00000	1	5.00
<b>Subtotal</b>			<b>5.00</b>
<b>Total Monthly Activity Charges</b>			<b>5,664.44</b>
<b>Summary Position</b>			
<b>Total Monthly Activity Charges</b>			<b>\$ 5,664.44</b>
<b>Available Balance</b>			<b>\$ 5,111,092.81</b>
<b>Earnings Credit Rate</b>			<b>0.40%</b>
<b>Earnings Allowance</b>			<b>\$ 1,736.37</b>
<b>Balance Required to Offset Services</b>			<b>\$ 16,673,551.75</b>
<b>Estimated Net Position (Shortfall)</b>			<b>\$ (3,928.07)</b>

<b>Setup Charges</b>			
WELLSTAX ACCESS CODE SET UP	10.00000	1	10.00
WHTL LOCKBOX SET UP FEE	135.00000	1	135.00
WTLBX PROGRAMMING CHARGES	225.00000	10	2,250.00
WTLBX PO BOX RENTAL/ANNUAL	225.00000	1	225.00
ACH PAYMENTS SET UP FEE	375.00000	2	750.00
ACH FRAUD FILTER - SET UP	30.00000	1	30.00
CEO WIRE ACCOUNT ADD	30.00000	1	30.00
CEO E-BOX RPT SETUP	750.00000	1	750.00
<b>Total Setup Charges</b>			<b>4,180.00</b>

Balances and ECR may also be applied against Balance Based Setup Charges.

The above pricing estimate is based on certain assumptions drawn from projected volume, scope of services and/or other information you have provided. The pricing is subject to change if the actual volume and/or scope of services differ from the assumptions upon which the pricing estimate was based.

\* Wells Fargo Bank, N.A. will allocate a fee to recover the cost of deposit insurance premiums. The Recoupment Fee is assessed on the Average Ledger Balance in your interest bearing and non-interest bearing accounts.



## Sample Proposed Pricing: Enhanced Services

### City of Benicia

#### Wells Fargo Treasury Management Proposal

Pricing as of January 2016

<u>Service Description</u>	<u>Price</u>	<u>Monthly Volume</u>	<u>Activity Charges</u>
<b>ACH</b>			
ACH TRANSMISSION CHARGE	10.00000	4	40.00
<b>Subtotal</b>			<b>40.00</b>
<b>E-Bill Express</b>			
E-BILL EXPRESS MTHLY BASE <5K BILLS	325.00000	1	325.00
E-BILL EXPRESS-ACH PAYMENT	0.50000	1	0.50
E-BILL EXPRESS-BILL PRESENTMENT	0.40000	1	0.40
E-BILL EXPRESS-CREDIT CARD PAYMENT	0.50000	1	0.50
E-BILL EXPRESS-INV FILE TRANSFER	15.00000	1	15.00
E-BILL EXPRESS-REMITTANCE RPT	175.00000	1	175.00
<b>Subtotal</b>			<b>516.40</b>
<b>MSC-TM</b>			
PMGR TOTAL MTH POSTAGE AND HANDLING	1.00000	1	1.00 **
<b>Subtotal</b>			<b>1.00</b>
<b>Payment Manager</b>			
PAYMENT MANAGER COMML CRD PMT TRANS	0.17000	1	0.17
PAYMENT MGR COMML CRD CCER PMT	0.17000	1	0.17
PAYMENT MANAGER DOMESTIC ACH TRAN	0.27000	324	87.48
PAYMENT MGR EMAIL SECONDARY APPROVE	0.50000	1	0.50
PAYMENT MGR CHK 1ST PAGE NEXT DAY	1.00000	576	576.00
PAYMENT MGR CHK ADDL PAGE NEXT DAY	0.30000	1	0.30
PAYMENT MGR MANUAL CHECK PULL	25.00000	1	25.00
PAYMENT MANAGER MONTHLY BASE	350.00000	1	350.00
ELECTRONIC COMMERCE DIRECT TRANS	25.00000	4	100.00
PAYMENT MANAGER PACKAGE PREPARATION	5.50000	1	5.50
<b>Subtotal</b>			<b>1,145.12</b>
<b>Receivables Manager</b>			
REC MGR WHOLESALE LBX ITEMS	0.07500	1,935	145.13
RECEIVABLES MGR PER ITEM-ACH	0.14000	239	33.46
E-BILL EXPRESS ITEMS	0.06500	1	0.07
RECEIVABLES MANAGER MONTHLY BASE	250.00000	1	250.00
RECEIVABLES MANAGER OUTGOING TRANS	15.00000	3	45.00
RECEIVABLES MANAGER RECVD ADDENDA	0.07500	1	0.08
<b>Subtotal</b>			<b>473.73</b>
<b>Total Monthly Activity Charges</b>			<b>2,176.25</b>
<b>Setup Charges</b>			
E-BILL EXPRESS SETUP <5K BILLS	2,500.00000	1	2,500.00
PAYMENT MANAGER SET UP	2,500.00000	1	2,500.00
EC IMPLEMENTATION DEV HOURS	200.00000	1	200.00
PAYMENT MANAGER CHECK/DOC SET UP	1,700.00000	1	1,700.00
RECEIVABLES MANAGER SET UP	1,500.00000	1	1,500.00

**Total Setup Charges****8,400.00**

The above pricing estimate is based on certain assumptions drawn from projected volume, scope of services and/or other information you have provided. The pricing is subject to change if the actual volume and/or scope of services differ from the assumptions upon which the pricing estimate was based.

\*\*Postage is a pass-through element and appears on your statement as \$1.00. The presort rate for a 1 - 2 oz domestic package is \$0.43, but costs increase for heavier packages and foreign mail pieces. The volume reported under this price element represents the aggregate total of all blended postage costs for the month. Customer price is 100% of the total postage cost for the month. Postage rates are subject to change as determined by the USPS.



**AGENDA ITEM**  
**CITY COUNCIL MEETING DATE - NOVEMBER 17, 2015**  
**CONSENT CALENDAR**

**DATE** : October 21, 2015

**TO** : City Manager

**FROM** : Police Chief

**SUBJECT** : **MEASURE C FUNDED PROJECT - AUTHORIZE PURCHASE OF REPLACEMENT IN-CAR CAMERAS FOR TWELVE (12) POLICE PATROL VEHICLES**

**RECOMMENDATION:**

Adopt a resolution authorizing the purchase of twelve (12) Panasonic Arbitrator In-Car Cameras for Police patrol vehicles in an amount not-to-exceed \$103,610.82, authorizing the City Manager to sign the purchase order on behalf of the City and *allocating \$23,611 in first quarter Measure C proceeds to supplement the original budget amount.*

**EXECUTIVE SUMMARY:**

The Police Vehicle Camera project is funded from proceeds from Measure C. This project replaces existing in-car cameras for Patrol Officers. The Police Department's Panasonic Arbitrator Camera Kits (In-Car Cameras) were purchased in 2008. The technology for Mobile Audio Video (MAV) systems has changed since then; including enhancements in video resolution, camera angle, battery technology in microphone packs and evidence storage management. The department has planned for this eventual upgrade and has analyzed the additional required hardware space the new cameras will require. The latest software has been installed on the server to allow for a seamless transition.

**BUDGET INFORMATION:**

The total cost of project is \$103,610.82. The department has not budgeted for this project, so it would rely solely on Measure C funding. An additional \$23,611 is required from the Measure C funding to supplement the previously allocated amount for the cameras.

**GENERAL PLAN:**

Relevant General Plan Goals and Policies include:

- Goal #2.28: Improve and maintain public facilities and services

## **STRATEGIC PLAN:**

Relevant Strategic Plan Issues and Strategies:

- Strategic Issue #1: Protecting Community Health and Safety
- Strategic Issue #4: Preserving and Enhancing Infrastructure
  - Strategy #3: Address technology needs
  - Strategy #4: Provide adequate funding for ongoing infrastructure needs

## **BACKGROUND:**

On August 19, 2014, the City Council adopted Resolution No. 14-96 with a Measure C Two-Year Expenditure Plan that included funds for Police Radio Replacement. Because the Police Department was successful in securing a grant to purchase the new radios, the City Council amended the Measure C Two-Year Expenditure Plan on October 6, 2015. The amended plan substitutes the replacement of in-car cameras for the radios.

The Department has sent five out of our 12 Arbitrator audio microphones back to Panasonic for various repairs during the previous six months, as they have begun to reach their anticipated life expectancy. The current version of the existing hardware is out of date, is no longer manufactured and it is becoming difficult to obtain replacement parts. It is recommended that the department upgrade all 12 of Arbitrator MAV units with the new Panasonic Arbitrator 360 hardware.

Replacing existing video cameras will allow the existing equipment that has reached its useful life expectancy to be decommissioned. This will eliminate downtime waiting for equipment to be returned from the repair center and will reduce spending to repair equipment that is not up to today's in-car camera standards. The department has had five wireless microphones fail that cannot be repaired because they are no longer being manufactured. The upgraded MAV system project will allow the department to capitalize on significant advances in technology including; a wider angle view (65-degree with 360x zoom capability). This will allow officers and others viewing the footage to see more of the scene utilizing a higher resolution High Definition 1080p video. The wireless microphone system has been improved as well and can transmit quality audio up to one mile from the receiver. The department has planned for this eventual upgrade and has analyzed the additional required hardware space the new cameras will require. In anticipation of the need for replacement cameras, the latest software was installed on the server, which would allow for a seamless transition.

Since implementing an in-car camera system, the following technology advantages have been identified:

- **Strengthening police accountability** by documenting incidents and encounters between officers and the public
- **Preventing confrontational situations** by improving officer professionalism and the behavior of people being recorded
- **Resolving officer-involved incidents and complaints** by providing a more accurate record of events
- **Improving agency transparency** by allowing the public to see video evidence of police activities and encounters
- **Strengthening officer performance** by using footage for officer training
- **Improving evidence documentation** for investigations and prosecutions.

The purchase of this in-car camera system would allow us to eventually easily upgrade to body worn cameras, as Panasonic makes a compatible body camera that integrates seamlessly with our current software. The software would then store the entire record of the officer's contact as a single record, with multiple views, for evidence management purposes.

These in-car cameras will be purchased piggybacking on the National IPA contract number 120471 awarded to Panasonic System Communications. The bidding procedures used to obtain the prices are substantially similar to Benicia's. Thus, in accordance with Benicia Municipal Code section 3.08.090 (I) the purchase of the cameras using the State of California contract is permitted.

Attachments:

- Proposed Resolution
- Price Quote



**RESOLUTION NO. 15-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA AUTHORIZING THE PURCHASE OF TWELVE (12) REPLACEMENT IN-CAR CAMERAS UTILIZING MEASURE C FUNDS**

**WHEREAS**, the purchase of 12 new in-car cameras was authorized by City Council on November 17, 2015; and

**WHEREAS**, the replacement cameras will be purchased from Panasonic through piggybacking on the National Intergovernmental Purchasing Alliance (IPA) contract number 120471, so further bidding is not required pursuant to Benicia Municipal Code section 3.08.090 (I); and

**WHEREAS**, \$80,000 of Measure C funds were previously allocated to this project; and

**WHEREAS**, an additional allocation of Measure C funds in the amount of \$23,611 is needed and there are sufficient Measure C funds for this.

**NOW, THEREFORE, BE IT RESOLVED THAT**, the City Council of the City of Benicia approves the expenditure not-to-exceed \$103,610.82, from the Measure C account 330-5205-8541, for the purchase of 12 in-car cameras, and authorizes the City Manager to sign the purchase order on behalf of the City.

\*\*\*\*\*

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 17<sup>th</sup> day of November, 2015, and adopted by the following vote:

Ayes:

Noes:

Absent:

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

Attest:

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

\_\_\_\_\_  
Date





4707 Northgate Blvd.  
 Sacramento, CA. 95834  
 Parts Dept. 916-646-6626  
 Service Dept 916-646-6636  
 Fax 916-646-6656

\*\* QUOTATION \*\*

Page 1

Ord # 01 40559  
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Lin	Qty	Part Number	S	Description	Wt.Each	Net	Value
001	12	P3 ARB-KIT-HD256W1M90	P	ARB360HD KIT		5680.0000	68160.00
002	12	P3 ARB-WV-VC31-C	F	BACKSEAT CAMERA		459.0000	5508.00
003	12	P3 TGS-3DP	F	G-FORCE		260.0000	3120.00
004	12	P3 ARB-APWQSQS22-RP-BL	P	ARB 3.0 ANTENNA		144.0000	1728.00
005	21	P3 ARB-HT3N-P		ARB 900MHZ MIC		455.0000	9555.00
006	12	LA L		LABOR CHARGE		700.0000	8400.00

Uninstall old Arb System and install New Arb HD System at our Pittsburg Location.

National IPA #120471 Contract

81	96471.00		420.00			6719.82
TOTAL UNITS	PART TOTAL	CORE TOTAL	FREIGHT	HANDLING	OTHER	TAX
					PAY THIS AMOUNT	\$ 103610.82

WWW.LEHRAUTO.COM SALES@LEHRAUTO.COM

RCVD.  
BY: \_\_\_\_\_

**VII.C.7**



**AGENDA ITEM**  
**CITY COUNCIL MEETING DATE - NOVEMBER 17, 2015**  
**CONSENT CALENDAR**

**DATE** : October 22, 2015

**TO** : City Manager

**FROM** : Community Development Director

**SUBJECT** : **MILLS ACT CONTRACTS FOR PROPERTIES AT 470 WEST J STREET AND 121 EAST J STREET**

**RECOMMENDATION:**

Adopt resolutions directing the City Manager to execute Mills Acts contracts with the owners of 470 West J Street and 121 East J Street.

**EXECUTIVE SUMMARY:**

The Mills Act Program, enacted by the State of California in 1972, encourages the restoration and preservation of qualified historic buildings through economic incentive and authorizes its implementation by local governments. In 2003, Council approved the City of Benicia Mills Act Program and assigned initial review and recommendation of Mills Act Contract applications to the Historic Preservation Review Commission (Resolution No. 03-12). The program incentive consists of an alternative method for determining lower property value for tax assessment purposes. On October 22, 2015 the Commission recommended approval of Mills Acts for eligible properties at 470 West J Street and 121 East J Street.

**BUDGET INFORMATION:**

An approved Mills Act Contract would reduce the property taxes paid by these property owners. The City collects approximately 26% of the property taxes collected on parcels in Benicia. The estimated total reduction in City revenue for the two proposed contracts is \$1,862 annually. The City currently has 37 contracts that together resulted in an annual loss of revenue to the City of \$35,168 in FY 2014/2015.

For all contracts recorded by December 31 of a calendar year, reassessment by the County is conducted by June 30 of the following year and is reflected on fiscal year tax bills issued in October.

**ENVIRONMENTAL ANALYSIS:**

These projects are categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15331, which applies to projects limited to the maintenance, repair, stabilization, rehabilitation, restoration, preservation, conservation or reconstruction of historical resources in a manner consistent with the U.S. Secretary of the Interior's Standards for the Treatment of Historic Properties. Mills Act Contracts require all work performed subsequent to entering into a contract be consistent with these standards.

**GENERAL PLAN:**

Mills Act Contracts are consistent with historic preservation goals established in General Plan Goal 3.1, to "Maintain and enhance Benicia's historic character." The reduction in property taxes helps property owners offset the cost of the requirements of the contract, including rehabilitation work and overall maintenance of the historic structure.

**STRATEGIC PLAN:**

There are no issues, strategies or actions related to preservation of private historic properties.

**BACKGROUND:**

At the City Council meeting on April 21, 2015, the Council increased the cap on the number of Mills Act properties to 40. The addition of these two properties to the Mills Act program would bring the existing number of contracts to 39.

At the August 24, 2015 Council meeting, the Council directed staff to add a work plan for evaluation of the Mills Act Program to the project priority list for FY 2015-2017. Issues for consideration in the work plan include: future expansion and management of new Mills Act contracts; inspections and enforcement related to maintenance; dispersion of contracts among properties of certain ages, styles, or geographic location, inclusion of properties not currently designated as "historic", establishing a valuation threshold, preservation and economic hardship, highest level of significance, green rehabilitation, appropriate improvements, and fees. Staff continues to work on this item, with public workshops that are tentatively scheduled for the first quarter of 2016.

**PROPOSED CONTRACTS:****470 West J Street**

The subject property is a 1,356 square foot single-family residence located on the south side of West J Street between West Fourth Street and West Fifth Street. A historic carriage house/garage is located in front of the home abutting the West J Street right-of-way. The City's adopted historic survey describes the property as two-story vernacular house with a strongly vertical form and pitched front gable roof. The survey estimates the home was built in about 1900 and

makes note of the front door, which is of the Arts and Crafts period. According to the survey, the house retains its integrity.

In March, 2015, the Historic Preservation Review Commission (HPRC) approved Design Review (HPRC Resolution No. 15-6) for a new building foundation, rear addition, demolition of an existing outbuilding and construction of a new garage along the alley of 470 West J Street. The following work is already completed or underway:

- Replacement of building foundation
- Rear roof repairs
- Re-grading to direct slope away from house foundation
- Removal of non-historic sunroom and side porch
- Removal of non-historic basement entry
- Removal of exterior plumbing
- Replacement of damaged siding
- Replacement of knob and tube electrical wiring

Additionally, the property owners expect to complete interior improvements such as replacement of the water heater and furnace, and insulation of the sub-area and attic.

The home retains its integrity of materials and style through the existing clapboard siding, triangular pediment on the house and garage, and the dentil molding along the full-length front porch. Existing windows appear to be original; the property owner proposes to rehabilitate damaged and deteriorated windows as proposed in the draft Work Program (below). Given the integrity of the home, the Work Program focuses on rehabilitation and maintenance.

<b>470 West J Street Architectural Rehabilitation Schedule</b> <i>(EXHIBIT C OF DRAFT CONTRACT)</i>	<b>Year</b>
Replace roof on front garage; repair or replace deteriorated rafters in kind.	2016
Install front landscaping to include low-water/native landscaping plants and decorative perennials such as climbing roses, gardenias and hydrangeas.	2017
Repair and replace deteriorated siding on front garage in kind, paint siding and garage door.	2018
Repair windows on front garage. If replacement is necessary, the new windows shall be wood, same size, dimension and overall appearance as the existing windows.	2019
Repair/replace concrete walkways and repair cracks in the concrete retaining wall.	2020
Repair/replace damaged trim on house in kind.	2021

Paint exterior of house	2022
Refinish and repair front door	2023
Repair garage foundation	2025
Rehabilitate windows on house (replace cords, cracked panes, rotted wood)	2016-2026

121 East J Street

The subject property is 2,255 square foot single-family residence located on the north side of East J Street between First Street and East Second Street. The City's adopted historic survey describes the subject property as transitional between the Queen Anne and Four Square/Revival style houses of the early 20th century. The survey notes: "the roof line with its intersecting planes, the porch treatment with its turned posts, the compound plan, and, to some extent, the projecting front bay are drawn from Victorian precedents. However, the massing and proportion of the house is in the more robust turn-of-the-century four square and revival mode. Likewise the gable trim has a Tudor motif that appears frequently in English Revivals that were gaining popularity in the 1900s and teens."

The survey places the date of construction circa 1900 and notes that while the home displays many features of a Queen Anne cottage it is larger and more robust than would be characteristic of the style. According to the survey, the house retains its integrity and has had few apparent alterations.

In September, 2015, the HPRC approved Design Review (HPRC Resolution No. 15-14) for installation of a new window and door on the non-historic detached garage, demolition of a carport, replacement of gutters on the garage and house, and installation of a gate. The property owners expect to complete interior improvements such as replacement of interior plumbing and a water heater.

The following work is already completed or underway:

- Paint exterior of home
- Repair exterior wood rot
- Replace gutters and downspouts

As noted, there have been few exterior alterations to the home, which retains its integrity through the intact form of the building itself as well as the retention of historic exterior building materials and decorative details. Given the integrity of the home, the Work Program (Exhibit C) focuses on rehabilitation and maintenance.

**VII.D.4**

<b>180 West H Street Architectural Rehabilitation Schedule</b> <i>(EXHIBIT C OF DRAFT CONTRACT)</i>	<b>Year</b>
Evaluate health of street tree through consultation with arborist and perform necessary maintenance.	2016
Repair broken/cracked windows and pulleys	2017
Repair stained glass on the front bay window	2018
Re-landscape front and rear yards	2018
Update retrofitting (add shear walls and additional bolts)	2020
Repair concrete driveway, walkways and front retaining wall	2022

During discussion at the HPRC meeting of October 22, the Commission discussed prioritizing repair of deteriorated and damaged windows. The prior draft of Exhibit C identified removal of a “dead tree” that the Commission felt should be addressed as soon as possible in 2016, if it would damage the home. Subsequently, the property owner clarified that the tree is located in the front of the home and may not be dead, but rather stressed or diseased. Through subsequent conversation, the wording of the work program item has been revised.

Attachments:

- Draft Resolution for 470 West J Street
- Draft Resolution for 121 East J Street
- Draft Contract for 470 West J Street
- Draft Contract for 121 East J Street
- Historic Preservation Review Commission Draft Minutes of October 22, 2015
- Historic Preservation Review Commission Resolution No. 15-16
- Historic Preservation Review Commission Resolution No. 15-17
- Mills Act Program Costs



**RESOLUTION NO. 15-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA DIRECTING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A MILLS ACT CONTRACT FOR 470 WEST J STREET IN THE CITY OF BENICIA (15PLN-00037)**

**WHEREAS**, the General Plan is the guiding land use and development document of the City of Benicia; and

**WHEREAS**, General Plan Goal 3.1 is to maintain and enhance Benicia's historic character and General Plan Policy 3.1.6 to promote restoration of public and privately-owned historic and architecturally significant properties; and

**WHEREAS**, the Benicia City Council adopted Resolution No. 03-12 approving the implementation of a Mills Act program in the City of Benicia; and

**WHEREAS**, the City has determined that this project is exempt from the California Environmental Quality Act pursuant to Section 15331, which states that modifications to historic structures consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties are categorically exempt from further CEQA review; and

**WHEREAS**, the Historic Preservation Review Commission at a regular meeting on October 22, 2015, considered public comment and recommended approval of the proposed Mills Act contract; and

**WHEREAS**, the City Council at a regular meeting on November 17, 2015, considered public comment and reviewed the proposed Mills Act contract.

**NOW, THEREFORE**, the City Council of the City of Benicia makes the following findings:

- a) The Mills Act contract for the specified property is consistent with General Plan Goal 3.1 and General Plan Policy 3.1.6 because it will require that subsequent work on this property is consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties and require that this property be maintained.
- b) The Mills Act contract for 470 West J Street will help preserve a listed historic resource for the City of Benicia.

**BE IT FURTHER RESOLVED THAT** the City Council directs the City Manager to negotiate and execute a Mills Act contract, subject to the review and approval as to form by the City Attorney, with the property owners of 470 West J Street.

\* \* \* \* \*

On a motion of Council Member \_\_\_\_\_, seconded by Council Member \_\_\_\_\_, the above Resolution was adopted by the City Council of the City of Benicia at the regular meeting of said Council held on the 17<sup>th</sup> day of November, 2015, and adopted by the following vote:

Ayes:

Noes:

Absent:

Abstain:

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

ATTEST:

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

\_\_\_\_\_  
Date

**RESOLUTION NO. 15-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA DIRECTING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A MILLS ACT CONTRACT FOR 121 EAST J STREET IN THE CITY OF BENICIA (15PLN-00054)**

**WHEREAS**, the General Plan is the guiding land use and development document of the City of Benicia; and

**WHEREAS**, General Plan Goal 3.1 is to maintain and enhance Benicia's historic character and General Plan Policy 3.1.6 to promote restoration of public and privately-owned historic and architecturally significant properties; and

**WHEREAS**, the Benicia City Council adopted Resolution No. 03-12 approving the implementation of a Mills Act program in the City of Benicia; and

**WHEREAS**, the City has determined that this project is exempt from the California Environmental Quality Act pursuant to Section 15331, which states that modifications to historic structures consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties are categorically exempt from further CEQA review; and

**WHEREAS**, the Historic Preservation Review Commission at a regular meeting on October 22, 2015, considered public comment and recommended approval of the proposed Mills Act contract; and

**WHEREAS**, the City Council at a regular meeting on November 17, 2015, considered public comment and reviewed the proposed Mills Act contract.

**NOW, THEREFORE**, the City Council of the City of Benicia makes the following findings:

- a) The Mills Act contract for the specified property is consistent with General Plan Goal 3.1 and General Plan Policy 3.1.6 because it will require that subsequent work on this property is consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties and require that this property be maintained.
- b) The Mills Act contract for 121 East J Street will help preserve a listed historic resource for the City of Benicia.

**BE IT FURTHER RESOLVED THAT** the City Council directs the City Manager to negotiate and execute a Mills Act contract, subject to the review and approval as to form by the City Attorney, with the property owners of 121 East J Street.

\* \* \* \* \*

On a motion of Council Member \_\_\_\_\_, seconded by Council Member \_\_\_\_\_, the above Resolution was adopted by the City Council of the City of Benicia at the regular meeting of said Council held on the 17<sup>th</sup> day of November, 2015, and adopted by the following vote:

Ayes:

Noes:

Absent:

Abstain:

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

ATTEST:

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

\_\_\_\_\_  
Date

WHEN RECORDED, RETURN TO:

CITY OF BENICIA  
250 East L Street  
Benicia, CA 94510  
Attention: City Clerk

---

### **HISTORIC PROPERTY PRESERVATION AGREEMENT**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of December 2015, by and between the CITY OF BENICIA, a municipal corporation (hereinafter referred to as the "City"), and Thomas and Maureen Carroll (hereinafter referred to as the "Owner").

#### **WITNESSETH**

##### **A. Recitals**

1. California Government Code Sections 50280, et seq. allow cities the discretion to enter into contracts with the owner of qualified historic properties, as the term is defined by Government Code Section 50280.1, for the purpose of restricting development of its cultural and historic significance and continuing maintenance of the historic property;
2. Owner possesses fee title in and to that certain real property, together with associate structures and improvements thereon, located at the street address 470 West J Street, Benicia, CA 94510 (hereinafter, shall be referred to as the "the Historic Property"). A legal description of the Property is attached hereto and incorporated herein by this reference as Exhibit A;
3. On November 17, 2015, the City Council of the City of Benicia adopted Resolution No. 15-\_\_ thereby declaring its intention to enter into this Historic Property Preservation Agreement.
4. City and Owner, for their mutual benefit, now desire to enter into this Agreement both to protect and preserve the characteristics of cultural and historical significance of the Property and to qualify the Property for an assessment of valuation pursuant

to the provisions of Article 1.9, Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code

## B. Agreement

NOW, THEREFORE, City and Owner, in consideration of the mutual promises, covenants and conditions set forth herein, do hereby agree as follows:

1. Effective Date and Term of Agreement. This Agreement shall be effective and commence on January 1, 2016 and shall remain in effect for a term of (10) years thereafter. Each year, upon the anniversary of the effective date of this Agreement (hereinafter "renewal date"), one (1) year shall automatically be added to the term of the Agreement, unless timely notice of nonrenewal, as provided in paragraph 2, is given. If either City or Owner serves notice to the other of nonrenewal in any year, the Agreement shall remain in effect for the balance of the term then remaining, either from its original execution or from the last renewal of the Agreement, whichever may apply.
2. Notice of Nonrenewal. If City or Owner desires in any year not to renew the Agreement, that party shall serve written notice of nonrenewal in advance of the annual renewal date of the contract as follows: (1) Owner must serve written notice of nonrenewal at least ninety (90) days prior to the renewal date or (2) City must serve written notice within sixty (60) days prior to the renewal date. Owner may make a written protest of the notice. City may, at any time prior to the annual renewal date of the Agreement, withdraw its notice of nonrenewal to Owner.
3. Valuation of Historic Property. During the term of this Agreement, Owner is entitled to seek assessment of valuation of the Historic Property pursuant to the provisions of Article 1.9, Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.
4. Standards for Historic Property. During the term of this Agreement, the Property shall be subject to the following conditions, requirements and restrictions:
  - a) Owner shall preserve and maintain the characteristics of cultural and historical significance of the Property in accordance to the Secretary of the Interiors Standards for Rehabilitation and the minimum maintenance standards, identified in Exhibit "B", attached hereto, which shall apply to the property throughout the term of this Agreement. New additions, exterior alterations, or related new construction shall comply with the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitation of Historic Buildings.
  - b) Owner shall make improvements to bring the Property into good condition. Attached hereto, marked as Exhibit "C", and incorporated herein by this reference, is a list of work that both City and Owner agree is necessary to bring the Property into good condition.

Owner shall undertake all improvements in accordance with Exhibit "C". If the schedule set out in Exhibit "C" is not complied with, then City will use the following process to determine whether the owner is making good faith progress on the schedule of work. Upon City's request, the Owner shall submit documentation of expenditures, made to accomplish the next highest priority improvement project for the property, within the last 24 months. The owner shall be determined to be in substantial compliance when the expenditures are equal to or greater than the property tax savings provided by the Property being in the Mills Act Program. This schedule set out in Exhibit "C" shall be revised to reflect the schedule change. The Community Development Director shall have the ability to administratively adjust the schedule timeline, in concurrence with the property owner, only by written recorded instrument executed by the parties hereto.

5. Inspections and Annual Reporting. Owner agrees to permit the periodic examination, by prior appointment, of the interior and exterior of the Historic Property by the County Assessor, the State Department of Parks and Recreation, the State Board of Equalization and the City as may be necessary to determine Owner's compliance with the terms and provisions of this Agreement. Owner agrees to provide the City with a report as to the status of the Historic Property annually and when any improvements or changes have been made.
6. Provision of Information. Owner hereby agrees to furnish City with any and all information requested by City which City deems necessary or advisable to determine compliance with the terms and provisions of this Agreement.
7. Cancellation. City, following a duly noticed public hearing as set forth in California Government Code Section 50285 may cancel this Agreement if it determines that Owner has breached any of the conditions of the Agreement or has allowed the property to deteriorate to the point that it no longer meets the standards for a qualified historic property. City may also cancel this Agreement if it determines that Owner has failed to restore or rehabilitate the Historic Property in the manner specified in paragraph 4 of this Agreement.

In the event of cancellation, Owner shall be subject to payment of those cancellation fees set forth in California Government Code Sections 50280 et seq., described herein. Upon cancellation, Owner shall pay a cancellation fee of twelve and one-half percent (12 1/2%) of the current fair market value of the Historic Property at the time of cancellation, as determined by the county assessor as though the Historic Property were free of any restrictions pursuant to this Agreement.

8. Enforcement of Agreement. In lieu of any provisions to cancel the Agreement as referenced herein, City may specifically enforce, or enjoin the breach of, the terms of this Agreement. In the event of a default, under the provisions of this

Agreement by Owner, City shall give written notice to Owner by registered or certified mail addressed to the address stated in the Agreement, and if such a violation is not corrected to the reasonable satisfaction of City within thirty (30) days thereafter, or if not corrected within such a reasonable time as may be required to cure the breach or default if said breach or default cannot be cured within thirty (30) days provided that acts to cure the breach or default may be commenced within (30) days and must thereafter be diligently pursued to completion by Owner, then City may, without further notice, declare a default under the terms of this Agreement and may bring any action necessary to specifically enforce the obligations of Owner growing out of the terms of this Agreement, apply to any violation by Owner or apply for such other relief as may be appropriate.

9. Waiver. City does not waive any claim of default by Owner if City does not enforce or cancel this Agreement. All other remedies at law or in equity which are not otherwise provided for in this Agreement or in City's regulations governing historic properties are available to the City to pursue in the event that there is a breach of this Agreement. No waiver by City of any breach or default under this Agreement shall be deemed to be a waiver of any other subsequent breach thereof or default hereunder.
10. Binding Effect of Agreement. Owner hereby subjects the Historic Property described in Exhibit A hereto to the covenants, reservations and restrictions as set forth in this Agreement. City and Owner hereby declare their specific intent that the covenants, reservations and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon the Owner's successors and assigns in title or interest to the Historic Property.

Each and every contract, deed or other instrument hereinafter executed, governing or conveying the Historic Property, or any portion thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, reservations and restrictions expressed in this Agreement regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed or other instrument.

City and Owner hereby declare their understanding and intent that the burden of the covenants, reservations and restrictions set forth herein touch and concern the land in that it restricts development of the Historic Property. City and Owner hereby further declare their understanding and intent that the benefit of such covenants, reservations and restrictions touch and concern the land by enhancing and maintaining the cultural and historic characteristics and significance of the Historic Property for the benefit of the public and Owner.

11. Notice. Any notice required to be given by the terms of this Agreement shall be provided at the address of the respective parties as specified below, or at any other address as may be later specified by the parties hereto.

City: City of Benicia  
250 East L Street  
Benicia, California 94510

Owner: Thomas and Maureen Carroll  
495 Camellia Court  
Benicia, CA 94510

## 12. General Provisions

a. None of the terms, provisions or conditions of this Agreement shall be deemed to create a partnership between the parties hereto and any of their heirs, successors or assigns, nor shall such terms, provisions or conditions cause them to be considered joint ventures or members of any joint enterprise.

b. Owner agrees to and shall hold City and its elected officials, officers, agents and employees harmless from liability for damage or claims which may arise from the direct or indirect use or operations of Owner or those of their contractor, subcontractor, agenda, employee or other person acting on his/her behalf which relates to the use, operation and maintenance of the Historic Property and from any injury to property caused by the restrictions on development of the Historic Property from application or enforcement of the City's Historic Preservation Ordinance or from the enforcement of this Agreement. Owner hereby agrees to and shall defend the City and its elected officials, officers, agents and employees with respect to any and all actions for damages caused by, or alleged to have been caused by, reason of Owner's activities in connections with the Historic Property. This hold harmless provision applies to all damages and claims for damages suffered, or alleged to have been suffered, by reason of the operations referred to in this Agreement regardless of whether or not the City prepared, supplied or approved the plans, specifications or other documents for the Historic Property.

c. All of the agreements, rights, covenants, reservations and restrictions contained in this Agreement shall be binding upon and shall inure to the benefit of the parties herein, their heirs, successors, legal representatives, assigns and all persons acquiring any part or portion of the Historic Property, whether by operation of law or in any manner whatsoever.

d. In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, reservations or restrictions contained herein, or to determine the rights and duties of any party hereunder, the prevailing party in such proceeding may recover all reasonable attorney's fees to be fixed by the court, in addition to court costs and other relief ordered by the court.

e. In the event that any of the provisions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, or by subsequent preemptive legislation, the validity and enforceability of the remaining provisions, or portions thereof, shall not be affected thereby.

f. This Agreement shall be constructed and governed in accordance with the laws of the State of California.

13. Recordation. No later than twenty (20) days after the parties execute and enter into this Agreement, the City shall cause the Agreement to be recorded in the office of the County Recorder of the County of Solano.

14. Notice to State Office of Historic Preservation. The Owner or Agent of the Owner shall provide written notice of this Agreement to the State Office of Historic Preservation within six (6) months of the date of this Agreement.

15. Amendments. This Agreement may be amended, in whole or in part, only by written recorded instrument executed by the parties hereto

IN WITNESS WHEREOF, City and Owner have executed this Agreement on the day and year first written above.

OWNER

CITY OF BENICIA

\_\_\_\_\_  
BY: Thomas Carroll  
DATED:

\_\_\_\_\_  
BY: Brad Kilger, City Manager  
DATED:

\_\_\_\_\_  
BY: Maureen Carroll  
DATED:

APPROVED AS TO FORM

\_\_\_\_\_  
Heather McLaughlin, City Attorney

**EXHIBIT A**

**LEGAL DESCRIPTION OF PROPERTY**

BEING THE EAST FIFTY FEET OF THE WEST SEVENTY-FIVE FEET (FRONT AND REAR MEASUREMENTS) OF LOT 14 IN BLOCK 31, AS SAID LOT AND BLOCK ARE LAID DOWN AND SO DESIGNATED ON THE OFFICIAL MAP OF THE CITY OF BENICIA, MADE BY BENJAMIN W. BARLOW, SURVEYOR, AND FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF SOLANO COUNTY, CALIFORNIA IN BOOK 1 OF MAPS, PAGE 124.

APN: 0089-031-030

## EXHIBIT B

### THE SECRETARY OF THE INTERIOR'S STANDARDS FOR REHABILITATION

The following Standards are to be applied to rehabilitation projects for the Property in a reasonable manner, taking into consideration economic and technical feasibility:

- (1) The Property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.
- (2) The historic character of the Property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize the Property shall be avoided.
- (3) The Property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.
- (4) Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.
- (5) Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize the historic property shall be preserved.
- (6) Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical or pictorial evidence.
- (7) Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of the structure(s), if appropriate, shall be undertaken using the gentlest means possible.
- (8) Significant archeological resources affected by this project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.
- (9) New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.
- (10) New additions and adjacent or related new construction shall be undertaken in

such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

**Minimum Property Maintenance:**

As part of this agreement the Owner shall maintain all buildings, structures, yards and other improvements in a manner that does not detract from the appearance of the immediate neighborhood. The following conditions (including, but not limited to) are prohibited:

1. Dilapidated, deteriorating, or unrepaired structures, such as: fences, roofs, doors, walls, and windows, broken windows, peeling exterior paint, broken structures;
2. Scrap lumber, junk, trash or debris;
3. Abandoned discarded or unused objects, equipment such as automobiles, automobile parts, furniture, appliances, containers, cans or similar items;
4. Stagnant water, including pools or spas, or open excavations;
5. Any device, decoration, design, structure, vegetation or landscape which is unsightly by reason of its height, condition or its inappropriate location;
6. Graffiti;
7. Incomplete exterior construction where no building inspections have been requested for 6 or more months, or for work which does not require a building permit, where there has been no significant progress for 90 days.

## EXHIBIT C

### Architectural Rehabilitation and/or Restoration

The City and the Owner agrees to the following Rehabilitation project to be undertaken by the Owner in conformance with Paragraph 4b of this Agreement. In addition, throughout the life of this contract the owner shall maintain Minimum Property Maintenance as described in Exhibit B. The work will be conducted as indicated below.

WORK PLAN PROJECT(S)	SCHEDULE
Replace roof on front garage; repair or replace deteriorated rafters in kind.	2016
Install front landscaping to include low-water/native landscaping plants and decorative perennials such as climbing roses, gardenias and hydrangeas.	2017
Repair and replace deteriorated siding on front garage in kind, paint siding and garage door.	2018
Repair windows on front garage. If replacement is necessary, the new windows shall be wood, same size, dimension and overall appearance as the existing windows.	2019
Repair/replace concrete walkways and repair cracks in the concrete retaining wall.	2020
Repair/replace damaged trim on house in kind	2021
Paint exterior of house	2022
Refinish and repair front door	2023
Repair garage foundation	2025
Rehabilitate windows on house (replace cords, cracked panes, rotted wood)	2016-2026

**Work Item:** The methods and materials for completing the above work items shall be subject to review and approval by the City prior to commencement of work. All work shall comply with the Secretary of the Interior's Standards for Rehabilitation of Historic Buildings. Non-compliance with this requirement may constitute grounds for a termination of the Historic Property Contract by the City.

**Completion Date:** Work shall be completed by the specified date unless the Owner requests a change to a later completion date in writing and the City agrees to a later completion date. Non-compliance with this requirement may constitute grounds for a termination of the Historic Preservation Agreement by the City.

WHEN RECORDED, RETURN TO:

CITY OF BENICIA  
250 East L Street  
Benicia, CA 94510  
Attention: City Clerk

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### **HISTORIC PROPERTY PRESERVATION AGREEMENT**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of December 2015, by and between the CITY OF BENICIA, a municipal corporation (hereinafter referred to as the "City"), and John Aaron Foster and Paul Gigliotti (hereinafter referred to as the "Owner").

#### **WITNESSETH**

##### **A. Recitals**

1. California Government Code Sections 50280, et seq. allow cities the discretion to enter into contracts with the owner of qualified historic properties, as the term is defined by Government Code Section 50280.1, for the purpose of restricting development of its cultural and historic significance and continuing maintenance of the historic property;
2. Owner possesses fee title in and to that certain real property, together with associate structures and improvements thereon, located at the street address 121 East J Street, Benicia, CA 94510 (hereinafter, shall be referred to as the "the Historic Property"). A legal description of the Property is attached hereto and incorporated herein by this reference as Exhibit A;
3. On November 17, 2015 the City Council of the City of Benicia adopted Resolution No. 15-\_\_ thereby declaring its intention to enter into this Historic Property Preservation Agreement.
4. City and Owner, for their mutual benefit, now desire to enter into this Agreement both to protect and preserve the characteristics of cultural and historical significance of the Property and to qualify the Property for an assessment of valuation pursuant

to the provisions of Article 1.9, Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code

## B. Agreement

NOW, THEREFORE, City and Owner, in consideration of the mutual promises, covenants and conditions set forth herein, do hereby agree as follows:

1. Effective Date and Term of Agreement. This Agreement shall be effective and commence on January 1, 2016 and shall remain in effect for a term of (10) years thereafter. Each year, upon the anniversary of the effective date of this Agreement (hereinafter "renewal date"), one (1) year shall automatically be added to the term of the Agreement, unless timely notice of nonrenewal, as provided in paragraph 2, is given. If either City or Owner serves notice to the other of nonrenewal in any year, the Agreement shall remain in effect for the balance of the term then remaining, either from its original execution or from the last renewal of the Agreement, whichever may apply.
2. Notice of Nonrenewal. If City or Owner desires in any year not to renew the Agreement, that party shall serve written notice of nonrenewal in advance of the annual renewal date of the contract as follows: (1) Owner must serve written notice of nonrenewal at least ninety (90) days prior to the renewal date or (2) City must serve written notice within sixty (60) days prior to the renewal date. Owner may make a written protest of the notice. City may, at any time prior to the annual renewal date of the Agreement, withdraw its notice of nonrenewal to Owner.
3. Valuation of Historic Property. During the term of this Agreement, Owner is entitled to seek assessment of valuation of the Historic Property pursuant to the provisions of Article 1.9, Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.
4. Standards for Historic Property. During the term of this Agreement, the Property shall be subject to the following conditions, requirements and restrictions:
  - a) Owner shall preserve and maintain the characteristics of cultural and historical significance of the Property in accordance to the Secretary of the Interiors Standards for Rehabilitation and the minimum maintenance standards, identified in Exhibit "B", attached hereto, which shall apply to the property throughout the term of this Agreement. New additions, exterior alterations, or related new construction shall comply with the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitation of Historic Buildings.
  - b) Owner shall make improvements to bring the Property into good condition. Attached hereto, marked as Exhibit "C", and incorporated herein by this reference, is a list of work that both City and Owner agree is necessary to bring the Property into good condition.

Owner shall undertake all improvements in accordance with Exhibit "C". If the schedule set out in Exhibit "C" is not complied with, then City will use the following process to determine whether the owner is making good faith progress on the schedule of work. Upon City's request, the Owner shall submit documentation of expenditures, made to accomplish the next highest priority improvement project for the property, within the last 24 months. The owner shall be determined to be in substantial compliance when the expenditures are equal to or greater than the property tax savings provided by the Property being in the Mills Act Program. This schedule set out in Exhibit "C" shall be revised to reflect the schedule change. The Community Development Director shall have the ability to administratively adjust the schedule timeline, in concurrence with the property owner, only by written recorded instrument executed by the parties hereto.

5. Inspections and Annual Reporting. Owner agrees to permit the periodic examination, by prior appointment, of the interior and exterior of the Historic Property by the County Assessor, the State Department of Parks and Recreation, the State Board of Equalization and the City as may be necessary to determine Owner's compliance with the terms and provisions of this Agreement. Owner agrees to provide the City with a report as to the status of the Historic Property annually and when any improvements or changes have been made.
6. Provision of Information. Owner hereby agrees to furnish City with any and all information requested by City which City deems necessary or advisable to determine compliance with the terms and provisions of this Agreement.
7. Cancellation. City, following a duly noticed public hearing as set forth in California Government Code Section 50285 may cancel this Agreement if it determines that Owner has breached any of the conditions of the Agreement or has allowed the property to deteriorate to the point that it no longer meets the standards for a qualified historic property. City may also cancel this Agreement if it determines that Owner has failed to restore or rehabilitate the Historic Property in the manner specified in paragraph 4 of this Agreement.

In the event of cancellation, Owner shall be subject to payment of those cancellation fees set forth in California Government Code Sections 50280 et seq., described herein. Upon cancellation, Owner shall pay a cancellation fee of twelve and one-half percent (12 1/2%) of the current fair market value of the Historic Property at the time of cancellation, as determined by the county assessor as though the Historic Property were free of any restrictions pursuant to this Agreement.

8. Enforcement of Agreement. In lieu of any provisions to cancel the Agreement as referenced herein, City may specifically enforce, or enjoin the breach of, the terms of this Agreement. In the event of a default, under the provisions of this

Agreement by Owner, City shall give written notice to Owner by registered or certified mail addressed to the address stated in the Agreement, and if such a violation is not corrected to the reasonable satisfaction of City within thirty (30) days thereafter, or if not corrected within such a reasonable time as may be required to cure the breach or default if said breach or default cannot be cured within thirty (30) days provided that acts to cure the breach or default may be commenced within (30) days and must thereafter be diligently pursued to completion by Owner, then City may, without further notice, declare a default under the terms of this Agreement and may bring any action necessary to specifically enforce the obligations of Owner growing out of the terms of this Agreement, apply to any violation by Owner or apply for such other relief as may be appropriate.

9. Waiver. City does not waive any claim of default by Owner if City does not enforce or cancel this Agreement. All other remedies at law or in equity which are not otherwise provided for in this Agreement or in City's regulations governing historic properties are available to the City to pursue in the event that there is a breach of this Agreement. No waiver by City of any breach or default under this Agreement shall be deemed to be a waiver of any other subsequent breach thereof or default hereunder.
10. Binding Effect of Agreement. Owner hereby subjects the Historic Property described in Exhibit A hereto to the covenants, reservations and restrictions as set forth in this Agreement. City and Owner hereby declare their specific intent that the covenants, reservations and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon the Owner's successors and assigns in title or interest to the Historic Property.

Each and every contract, deed or other instrument hereinafter executed, governing or conveying the Historic Property, or any portion thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, reservations and restrictions expressed in this Agreement regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed or other instrument.

City and Owner hereby declare their understanding and intent that the burden of the covenants, reservations and restrictions set forth herein touch and concern the land in that it restricts development of the Historic Property. City and Owner hereby further declare their understanding and intent that the benefit of such covenants, reservations and restrictions touch and concern the land by enhancing and maintaining the cultural and historic characteristics and significance of the Historic Property for the benefit of the public and Owner.

11. Notice. Any notice required to be given by the terms of this Agreement shall be provided at the address of the respective parties as specified below, or at any other address as may be later specified by the parties hereto.

City: City of Benicia  
250 East L Street  
Benicia, California 94510

Owner: John Aaron Foster and Paul Gigliotti  
121 East J Street  
Benicia, CA 94510

## 12. General Provisions

a. None of the terms, provisions or conditions of this Agreement shall be deemed to create a partnership between the parties hereto and any of their heirs, successors or assigns, nor shall such terms, provisions or conditions cause them to be considered joint ventures or members of any joint enterprise.

b. Owner agrees to and shall hold City and its elected officials, officers, agents and employees harmless from liability for damage or claims which may arise from the direct or indirect use or operations of Owner or those of their contractor, subcontractor, agenda, employee or other person acting on his/her behalf which relates to the use, operation and maintenance of the Historic Property and from any injury to property caused by the restrictions on development of the Historic Property from application or enforcement of the City's Historic Preservation Ordinance or from the enforcement of this Agreement. Owner hereby agrees to and shall defend the City and its elected officials, officers, agents and employees with respect to any and all actions for damages caused by, or alleged to have been caused by, reason of Owner's activities in connections with the Historic Property. This hold harmless provision applies to all damages and claims for damages suffered, or alleged to have been suffered, by reason of the operations referred to in this Agreement regardless of whether or not the City prepared, supplied or approved the plans, specifications or other documents for the Historic Property.

c. All of the agreements, rights, covenants, reservations and restrictions contained in this Agreement shall be binding upon and shall inure to the benefit of the parties herein, their heirs, successors, legal representatives, assigns and all persons acquiring any part or portion of the Historic Property, whether by operation of law or in any manner whatsoever.

d. In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, reservations or restrictions contained herein, or to determine the rights and duties of any party hereunder, the prevailing party in such proceeding may recover all reasonable attorney's fees to be fixed by the court, in addition to court costs and other relief ordered by the court.

e. In the event that any of the provisions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, or by subsequent preemptive legislation, the validity and enforceability of the remaining provisions, or portions thereof, shall not be affected thereby.

f. This Agreement shall be constructed and governed in accordance with the laws of the State of California.

13. Recordation. No later than twenty (20) days after the parties execute and enter into this Agreement, the City shall cause the Agreement to be recorded in the office of the County Recorder of the County of Solano.

14. Notice to State Office of Historic Preservation. The Owner or Agent of the Owner shall provide written notice of this Agreement to the State Office of Historic Preservation within six (6) months of the date of this Agreement.

15. Amendments. This Agreement may be amended, in whole or in part, only by written recorded instrument executed by the parties hereto

IN WITNESS WHEREOF, City and Owner have executed this Agreement on the day and year first written above.

OWNER

CITY OF BENICIA

\_\_\_\_\_  
BY: John Aaron Foster  
DATED:

\_\_\_\_\_  
BY: Brad Kilger, City Manager  
DATED:

\_\_\_\_\_  
BY: Paul Gigliotti  
DATED:

APPROVED AS TO FORM

\_\_\_\_\_  
Heather McLaughlin, City Attorney

## EXHIBIT A

### LEGAL DESCRIPTION OF PROPERTY

#### PARCEL ONE:

BEING A PORTION OF LOTS 3 AND 4, IN BLOCK 41, AS THE SAME ARE LAID DOWN AND DELINEATED 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, IN BOOK 1 OF MAPS, PAGE 124, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY LINE OF EAST "J" STREET, DISTANT 90 FEET EASTERLY FROM THE INTERSECTION OF SAID NORTHERLY LINE OF EAST "J" STREET AND THE EASTERLY LINE OF FIRST STREET, THENCE NORTHERLY PARALLEL WITH SAID EASTERLY LINE OF FIRST STREET, 125 FEET TO THE NORTHERLY LINE OF SAID LOT 4; THENCE EASTERLY ALONG SAID NORTHERLY LINE AND THE NORTHERLY LINE OF LOT 3, A DISTANCE OF 64.25 FEET; THENCE AT RIGHT ANGLES SOUTHERLY 125 FEET TO THE SOUTHERLY LINE OF SAID LOT 3; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID LOTS 3 AND 4, A DISTANCE OF 64.25 FEET TO THE POINT OF BEGINNING.

#### PARCEL TWO:

THE SOUTHERLY 10 FEET OF THE ALLEY ADJACENT TO THE EASTERLY 50 FEET OF LOT 4, BLOCK 41, AND THE WESTERLY 4.5 FEET OF LOT 3, BLOCK 41, AS THE SAME ARE SHOWN ON THE OFFICIAL MAP OF THE CITY OF BENICIA, MADE BY BENJAMIN W. BARLOW, C.E., AND FILED IN THE OFFICE OF THE COUNTY RECORDER OF SOLANO COUNTY, IN BOOK 1 OF MAPS, PAGE 124.

APN: 0088-142-070

## EXHIBIT B

### THE SECRETARY OF THE INTERIOR'S STANDARDS FOR REHABILITATION

The following Standards are to be applied to rehabilitation projects for the Property in a reasonable manner, taking into consideration economic and technical feasibility:

- (1) The Property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.
- (2) The historic character of the Property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize the Property shall be avoided.
- (3) The Property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.
- (4) Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.
- (5) Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize the historic property shall be preserved.
- (6) Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical or pictorial evidence.
- (7) Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of the structure(s), if appropriate, shall be undertaken using the gentlest means possible.
- (8) Significant archeological resources affected by this project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.
- (9) New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.
- (10) New additions and adjacent or related new construction shall be undertaken in

such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

**Minimum Property Maintenance:**

As part of this agreement the Owner shall maintain all buildings, structures, yards and other improvements in a manner that does not detract from the appearance of the immediate neighborhood. The following conditions (including, but not limited to) are prohibited:

1. Dilapidated, deteriorating, or unrepaired structures, such as: fences, roofs, doors, walls, and windows, broken windows, peeling exterior paint, broken structures;
2. Scrap lumber, junk, trash or debris;
3. Abandoned discarded or unused objects, equipment such as automobiles, automobile parts, furniture, appliances, containers, cans or similar items;
4. Stagnant water, including pools or spas, or open excavations;
5. Any device, decoration, design, structure, vegetation or landscape which is unsightly by reason of its height, condition or its inappropriate location;
6. Graffiti;
7. Incomplete exterior construction where no building inspections have been requested for 6 or more months, or for work which does not require a building permit, where there has been no significant progress for 90 days.

## EXHIBIT C

### Architectural Rehabilitation and/or Restoration

The City and the Owner agrees to the following Rehabilitation project to be undertaken by the Owner in conformance with Paragraph 4b of this Agreement. In addition, throughout the life of this contract the owner shall maintain Minimum Property Maintenance as described in Exhibit B. The work will be conducted as indicated below.

<b>WORK PLAN Project(s)</b>	<b>schedule</b>
Evaluate health of street tree through consultation with arborist and perform necessary maintenance	2016
Repair broken/cracked windows and pulleys	2017
Repair stained glass on the front bay window	2018
Re-landscape front and rear yards	2018
Update retrofitting (add shear walls and additional bolts)	2020
Repair concrete driveway, walkways and front retaining wall	2022

**Work Item:** The methods and materials for completing the above work items shall be subject to review and approval by the City prior to commencement of work. All work shall comply with the Secretary of the Interior's Standards for Rehabilitation of Historic Buildings. Non-compliance with this requirement may constitute grounds for a termination of the Historic Property Contract by the City.

**Completion Date:** Work shall be completed by the specified date unless the Owner requests a change to a later completion date in writing and the City agrees to a later completion date. Non-compliance with this requirement may constitute grounds for a termination of the Historic Preservation Agreement by the City.



**DRAFT**

**BENICIA HISTORIC PRESERVATION COMMISSION  
REGULAR MEETING EXCERPT MINUTES**

**City Hall Commission Room  
Thursday, October 22, 2015  
6:30 P.M.**

**I. OPENING OF MEETING**

**A. Pledge of Allegiance**

**B. Roll Call of Commissioners**

Present: Commissioners Delgado, Haughey, Macenski, von Studnitz, Trumbly and Chair Van Landschoot

Absent: Commissioner McKee (excused)

Staff Present: Christina Ratcliffe, Community Development Director  
Suzanne Thorsen, Senior Planner  
Dorothy Dickson-Dodds, Recording Secretary

**C. Reference to Fundamental Rights of the Public**

**V. REGULAR AGENDA ITEMS**

**A. MILLS ACT CONTRACT FOR 470 WEST J STREET, AFTER A DETERMINATION THAT THE PROJECT IS EXEMPT FROM CEQA**

15PLN-00037 Mills Act Contract  
470 West J Street  
APN: 0089-031-030

Ms. Thorsen provided a presentation on the project.

The Commission inquired when the City expects to continue its evaluation of the Mills Act program. Ms. Ratcliffe said that the Council had approved

a work plan to evaluate the Mills Act program and that as part of this, staff expects to hold a public workshop, with HPRC in early 2016.

The Commission asked various questions about the inclusion of the house in the historic district, condition of the garage and the landscaping, and urged the homeowner to make electrical repairs a priority. Commissioners discussed whether landscaping should be included in Mills Act work programs and the priority that should be assigned to landscape improvements.

Ms. Thorsen clarified that the focus of the work program is on exterior rehabilitation and maintenance, and stated that it is consistent with past practice to include landscaping in the work plan. City staff works with Mills Act property owners to adjust their schedule as needed to ensure successful compliance with the Mills Act contract.

Public comment was opened.

Bonnie Silveira commented that the applicant is doing a great job on rehabilitation of the home and stated that the intent of the Mills Act program was to focus work programs on the historic structure.

Public comment was closed.

The Commission expressed support for the application and work program generally, and commented that rear landscaping should not be included in the work program.

**RESOLUTION NO. 15-16 OF THE HISTORIC PRESERVATION REVIEW COMMISSION OF THE CITY OF BENICIA RECOMMENDING CITY COUNCIL AUTHORIZE THE CITY MANAGER TO ENTER INTO A MILLS ACT CONTRACT FOR THE PROPERTY LOCATED AT 470 WEST J STREET (15PLN-00037)**

On a motion of Commissioner Delgado, seconded by Commissioner von Studnitz, approved the above resolution subject to the conditions that work plan revised to add "in kind" to items 3 and 7 relating to siding and trim, and to remove rear landscaping, by the following vote:

Ayes:	Commissioners Delgado, Haughey, Macenski, von Studnitz, Trumbly and Chair Van Landschoot
Noes:	None
Absent:	Commissioner McKee
Abstain:	None

**B. MILLS ACT CONTRACT FOR 121 EAST J STREET, AFTER A DETERMINATION THAT THE PROJECT IS EXEMPT FROM CEQA**

15PLN-00054 Mills Act Contract  
121 East J Street  
APN: 0089-142-070

Ms. Thorsen provided a presentation on the project.

The Commission inquired about the timeline for completion of the work plan and discussed the priority of landscape improvements on Mills Act work plans. Commissioners commented that window repairs should be prioritized. The Commission discussed the condition of a tree identified for removal in the draft work program.

The applicant was not in attendance to comment.

Commissioner Haughey disclosed ex parte communication with the property owner who stated he is open to prioritizing window repair first on the Mills Act work plan.

Public Comment open was opened.

A Benicia resident who lives next door to 121 East J Street expressed support for the Mills Act application and commented that it would support maintenance of the home.

Victor Randall, City of Benicia Parks and Community Services, commented on tree removal permit procedures.

The Commission expressed support for the application and work program generally, and discussed reprioritizing the work plan to emphasize window repair and removal of a tree, if it would damage the home.

**RESOLUTION NO. 15-17 OF THE HISTORIC PRESERVATION REVIEW COMMISSION OF THE CITY OF BENICIA RECOMMENDING CITY COUNCIL AUTHORIZE THE CITY MANAGER TO ENTER INTO A MILLS ACT CONTRACT FOR THE PROPERTY LOCATED AT 121 EAST J STREET (15PLN-00054)**

On a motion of Commissioner Haughey, seconded by Commissioner von Studnitz, approved the above resolution subject to the conditions that the work plan be revised to indicate tree removal if detrimental to the structure in 2016; repair broken/cracked windows and pulleys in 2017; repair stained glass on front bay window in 2018; and re-landscaping in 2018 with all else remaining as proposed, by the following vote:

Ayes: Commissioners Delgado, Haughey, Macenski, von Studnitz,  
Trumbly and Chair Van Landschoot  
Noes: None  
Absent: Commissioner McKee  
Abstain: None

**RESOLUTION NO. 15-16 (HPRC)**

**A RESOLUTION OF THE HISTORIC PRESERVATION REVIEW COMMISSION OF THE CITY OF BENICIA RECOMMENDING CITY COUNCIL AUTHORIZE THE CITY MANAGER TO ENTER INTO A MILLS ACT CONTRACT FOR THE PROPERTY LOCATED AT 470 WEST J STREET (15PLN-00037)**

**WHEREAS**, On July 7, 2015, Thomas and Maureen Carroll, property owners, requested approval of a Mills Act contract for the residence at 470 West J Street; and

**WHEREAS**, the purpose of the Mills Act Program is to encourage the preservation, restoration and rehabilitation of historic properties within the City of Benicia; and

**WHEREAS**, the property at 470 West J Street is listed as a contributing building in the Downtown Historic Conservation Plan; and

**WHEREAS**, General Plan Goal 3.1 is to "Maintain and enhance Benicia's historic character" and the and preservation and rehabilitation of the contributing building at 470 West J Street is consistent with this Goal; and

**WHEREAS**, all exterior work undertaken pursuant to the subject Mills Act Contract must be consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties; and

**WHEREAS**, the City has determined that this project is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15331, which states that modifications to historic structures consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties are categorically exempt from CEQA review; and

**WHEREAS**, the Historic Preservation Review Commission at a regular meeting on October 22, 2015 considered the Mills Act contract application of Thomas and Maureen Carroll; and

**WHEREAS**, the Historic Preservation Review Commission reviewed the Draft Mills Act Contract and recommended work plan provided as Exhibit C.

**NOW, THEREFORE, BE IT RESOLVED THAT** the Historic Preservation Review Commission of the City of Benicia hereby finds that:

The proposed application is consistent with General Plan Goal 3.1 as the proposed contract will allow the applicants to continue to preserve and enhance a contributing building at 470 West J Street.

**BE IT FURTHER RESOLVED THAT** the Historic Preservation Review Commission recommends that the City Council approve the Mills Act Contract application of Thomas and Maureen Carroll.

\* \* \* \* \*

On motion of Commissioner Delgado, seconded by Commissioner von Studnitz, the above Resolution was adopted at a regular meeting of the Historic Preservation Review Commission on October 22, 2015 by the following vote:

Ayes: Commissioners Delgado, Haughey, Macenski, von Studnitz, Trumbly and  
Chair Van Landschoot  
Noes: None  
Absent: Commissioner McKee  
Abstain: None



Jon Van Landschoot  
Historic Preservation Review Commission Chair

**RESOLUTION NO. 15-17 (HPRC)**

**A RESOLUTION OF THE HISTORIC PRESERVATION REVIEW COMMISSION OF THE CITY OF BENICIA RECOMMENDING CITY COUNCIL AUTHORIZE THE CITY MANAGER TO ENTER INTO A MILLS ACT CONTRACT FOR THE PROPERTY LOCATED AT 121 EAST J STREET (15PLN-00054)**

**WHEREAS**, On September 30, 2015, John Aaron Foster and Paul Gigliotti, property owners, requested approval of a Mills Act contract for the residence at 121 East J Street; and

**WHEREAS**, the purpose of the Mills Act Program is to encourage the preservation, restoration and rehabilitation of historic properties within the City of Benicia; and

**WHEREAS**, the property at 121 East J Street is listed as a contributing building in the Downtown Historic Conservation Plan; and

**WHEREAS**, General Plan Goal 3.1 is to "Maintain and enhance Benicia's historic character" and the and preservation and rehabilitation of the contributing building at 121 East J Street is consistent with this Goal; and

**WHEREAS**, all exterior work undertaken pursuant to the subject Mills Act Contract must be consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties; and

**WHEREAS**, the City has determined that this project is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15331, which states that modifications to historic structures consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties are categorically exempt from CEQA review; and

**WHEREAS**, the Historic Preservation Review Commission at a regular meeting on October 22, 2015 considered the Mills Act contract application of John Aaron Foster and Paul Gigliotti; and

**WHEREAS**, the Historic Preservation Review Commission reviewed the Draft Mills Act Contract and recommended work plan provided as Exhibit C.

**NOW, THEREFORE, BE IT RESOLVED THAT** the Historic Preservation Review Commission of the City of Benicia hereby finds that:

The proposed application is consistent with General Plan Goal 3.1 as the proposed contract will allow the applicants to continue to preserve and enhance a contributing building at 121 East J Street.

**BE IT FURTHER RESOLVED THAT** the Historic Preservation Review Commission recommends that the City Council approve the Mills Act Contract application of John Aaron Foster and Paul Gigliotti.

\* \* \* \* \*

On motion of Commissioner Haughey, seconded by Commissioner von Studnitz, the above Resolution was adopted at a regular meeting of the Historic Preservation Review Commission on October 22, 2015 by the following vote:

Ayes: Commissioners Delgado, Haughey, Macenski, von Studnitz, Trumbly and  
Chair Van Landschoot  
Noes: None  
Absent: Commissioner McKee  
Abstain: None



Jon Van Landschoot  
Historic Preservation Review Commission Chair

# City of Benicia Mills Act Program Costs FY14-15

The Mills Act contracts will reduce the property tax paid by these properties. The City of Benicia receives approximately 26% of the property taxes collected on parcels in the City.

PROPERTY ADDRESS	DATE ENTERED INTO	BASE PROPERTY VALUE	PROPERTY TAX WITHOUT CONTRACT (1%)	CITY PROPERTY TAX REVENUE OF REASSESSED VALUE (26% OF PROPERTY TAX)	FAIR MARKET VALUE	PROPERTY TAX WITHOUT CONTRACT (1%)	CITY PROPERTY TAX REVENUE OF REASSESSED VALUE (26% OF PROPERTY TAX)	REASSESSED MILLS ACT PROPERTY VALUE	PROPERTY TAX WITH CONTRACT (1%)	CITY PROPERTY TAX REVENUE OF REASSESSED VALUE (26% OF PROPERTY TAX)	ESTIMATED TAX SAVINGS*	LOSS OF CITY REVENUE*
<b>EXISTING CONTRACTS:</b>												
245 West K Street** - M	11/07/90	\$1,045,118	\$10,451.18	\$2,717.31	<b>\$795,000</b>	\$7,950	\$2,067	\$157,013	\$1,570.13	\$408.23	\$6,380	\$1,659
235 East L Street** - M	06/11/90	<b>\$679,181</b>	\$6,792	\$1,765.87	\$700,000	\$7,000	\$1,820	\$238,776	\$2,388	\$621	\$4,404	\$1,145
230 West K Street - M	10/22/04	<b>\$516,267</b>	\$5,163	\$1,342.29	\$700,000	\$7,000	\$1,820	\$144,921	\$1,449	\$377	\$3,713	\$965
121 West J Street - M	12/03/04	<b>\$407,424</b>	\$4,074	\$1,059.30	\$508,000	\$5,080	\$1,321	\$199,118	\$1,991	\$518	\$2,083	\$542
185 East D Street - M	11/09/04	<b>\$367,888</b>	\$3,679	\$956.51	\$475,000	\$4,750	\$1,235	\$121,865	\$1,219	\$317	\$2,460	\$640
251 West J Street - M	12/17/04	<b>\$289,067</b>	\$2,891	\$751.57	\$420,000	\$4,200	\$1,092	\$98,810	\$988	\$257	\$1,903	\$495
401 First Street	10/15/04	<b>\$1,044,828</b>	\$10,448	\$2,716.55	\$1,390,000	\$13,900	\$3,614	\$1,046,240	\$10,462	\$2,720	-\$14	-\$4
166 West H Street -M	12/17/04	<b>\$733,000</b>	\$7,330	\$1,905.80	<b>\$733,000</b>	\$7,330	\$1,906	\$210,041	\$2,100	\$546	\$5,230	\$1,360
123 West D Street - M	12/27/05	\$767,965	\$7,680	\$1,996.71	<b>\$581,000</b>	\$5,810	\$1,511	\$123,746	\$1,237	\$322	\$4,573	\$1,189
1063 Jefferson Street - M	05/24/05	<b>\$465,112</b>	\$4,651	\$1,209.29	\$625,000	\$6,250	\$1,625	\$98,810.00	\$988	\$257	\$3,663	\$952
125 East I Street	12/20/06	\$891,839	\$8,918	\$2,318.78	<b>\$498,000</b>	\$4,980	\$1,295	\$198,152	\$1,982	\$515	\$2,998	\$780
159 West G Street - M	10/30/06	<b>\$455,899</b>	\$4,559	\$1,185.34	\$498,000	\$4,980	\$1,295	\$144,921	\$1,449	\$377	\$3,110	\$809
163 West J Street - M	10/30/06	\$614,594	\$6,146	\$1,597.94	<b>\$330,000</b>	\$3,300	\$858	\$88,929	\$889	\$231	\$2,411	\$627
149 West G Street	10/30/06	<b>\$405,402</b>	\$4,054	\$1,054.05	\$491,000	\$4,910	\$1,277	\$141,972	\$1,420	\$369	\$2,634	\$685
145 East I Street - M	10/30/06	\$609,712	\$6,097	\$1,585.25	<b>\$432,000</b>	\$4,320	\$1,123	\$102,103	\$1,021	\$265	\$3,299	\$858
141 West H Street	12/18/07	\$452,334	\$4,523	\$1,176.07	<b>\$401,000</b>	\$4,010	\$1,043	\$121,106	\$1,211	\$315	\$2,799	\$728
120 West D Street	12/18/07	<b>\$376,946</b>	\$3,769	\$980.06	\$581,000	\$5,810	\$1,511	\$133,780	\$1,338	\$348	\$2,432	\$632
1025 West Second Street	12/18/07	<b>\$345,349</b>	\$3,453	\$897.91	\$350,000	\$3,500	\$910	\$103,039	\$1,030	\$268	\$2,423	\$630
140 East G Street	12/18/07	\$709,935	\$7,099	\$1,845.83	<b>\$588,000</b>	\$5,880	\$1,529	\$233,446	\$2,334	\$607	\$3,546	\$922
392-396 East H Street	12/18/07	<b>\$417,402</b>	\$4,174	\$1,085.25	\$600,000	\$6,000	\$1,560	\$180,843	\$1,808	\$470	\$2,366	\$615
224 West I Street - M	12/18/07	\$664,240	\$6,642	\$1,727.02	<b>\$528,000</b>	\$5,280	\$1,373	\$162,162	\$1,622	\$422	\$3,658	\$951
242 West I Street	12/18/07	\$601,116	\$6,011	\$1,562.90	<b>\$433,000</b>	\$4,330	\$1,126	\$110,368	\$1,104	\$287	\$3,226	\$839
171 West H Street	12/18/07	\$698,878	\$6,989	\$1,817.08	<b>\$456,000</b>	\$4,560	\$1,186	\$103,679	\$1,037	\$270	\$3,523	\$916
270 West H Street	12/18/07	\$1,420,819	\$14,208	\$3,694.13	<b>\$645,000</b>	\$6,450	\$1,677	\$164,683	\$1,647	\$428	\$4,803	\$1,249
441 West J Street	12/18/07	\$709,312	\$7,093	\$1,844.21	<b>\$397,000</b>	\$3,970	\$1,032	\$118,891	\$1,189	\$309	\$2,781	\$723
271 West J Street	12/02/08	\$507,822	\$5,078	\$1,320.34	<b>\$462,000</b>	\$4,620	\$1,201	\$125,159	\$1,252	\$325	\$3,368	\$876
141 West F Street	12/02/08	\$808,987	\$8,090	\$2,103.37	<b>\$581,000</b>	\$5,810	\$1,511	\$167,225	\$1,672	\$435	\$4,138	\$1,076
155 West J Street	12/02/08	\$503,605	\$5,036	\$1,309.37	<b>\$395,000</b>	\$3,950	\$1,027	\$87,187	\$872	\$227	\$3,078	\$800
182 East I Street -M	12/09/09	<b>\$492,515</b>	\$4,925	\$1,280.54	\$524,000	\$5,240	\$1,362	\$127,091	\$1,271	\$330	\$3,654	\$950
1101 West Second Street	12/09/09	<b>\$411,130</b>	\$4,111	\$1,068.94	\$606,000	\$6,060	\$1,576	\$127,091	\$1,271	\$330	\$2,840	\$739
395 West J Street	12/20/10	\$598,760	\$5,988	\$1,556.78	<b>\$462,000</b>	\$4,620	\$1,201	\$118,572	\$1,186	\$308	\$3,434	\$893
175 West H Street - M	11/27/12	<b>\$243,601</b>	\$2,436	\$633	\$498,000	\$4,980	\$1,295	\$117,057	\$1,171	\$304	\$1,265	\$329
288 West J Street	12/05/12	<b>\$315,228</b>	\$3,152	\$820	\$392,000	\$3,920	\$1,019	\$113,713	\$1,137	\$296	\$2,015	\$524
135 East J Street	11/27/12	<b>\$462,108</b>	\$4,621	\$1,201	\$569,000	\$5,690	\$1,479	\$186,262	\$1,863	\$484	\$2,758	\$995
251 West G Street -M	12/10/13	<b>\$405,402</b>	\$4,054	\$1,054	\$491,000	\$4,910	\$1,277	\$141,972	\$1,420	\$369	\$2,634	\$907
153 West G Street	12/08/14	<b>\$281,301</b>	\$2,813	\$731	\$374,000	\$3,740	\$972	\$102,103	\$1,021	\$265	\$1,792	\$466
180 West H Street	12/24/14	<b>\$494,000</b>	\$4,940	\$1,284	<b>\$494,000</b>	\$4,940	\$1,284	\$125,159	\$1,252	\$325	\$3,688	\$959
	<b>TOTAL VALUE:</b>	<b>\$21,214,086</b>	<b>\$212,141</b>	<b>\$55,157</b>	<b>\$20,003,000</b>	<b>\$200,030</b>	<b>\$52,008</b>	<b>\$6,086,005</b>	<b>\$60,860</b>	<b>\$15,824</b>	<b>\$115,070</b>	<b>\$29,918</b>
<b>EXISTING CONTRACTS ANNUAL COSTS:</b>		(\$150 per contract for annual inspections)										
<b>EXISTING CONTRACTS TOTAL:</b>												
<b>2015 CONTRACTS PROPOSED:</b>												
470 West J Street	TBD	\$480,000	\$4,800	\$1,248	\$480,000	\$4,800	\$1,248	\$192,503	\$1,925.03	\$500.51	\$2,875	\$747
121 East J Street	TBD	\$710,000	\$7,100	\$1,846	\$710,000	\$7,100	\$1,846	\$281,055	\$2,810.55	\$730.74	\$4,289	\$1,115
	<b>TOTAL VALUE:</b>	<b>\$1,190,000</b>	<b>\$11,900</b>	<b>\$3,094</b>	<b>\$1,190,000</b>	<b>\$11,900</b>	<b>\$3,094</b>	<b>\$473,558</b>	<b>\$4,736</b>	<b>\$1,231</b>	<b>\$7,164</b>	<b>\$1,863</b>
<b>2015 CONTRACTS ANNUAL STAFF COSTS:</b>		(\$150 per contract for annual inspections)										
<b>2015 CONTRACTS TOTAL:</b>												
<b>CONTRACTS TOTAL INCL. ANNUAL STAFF COSTS (EXISTING AND PROPOSED):</b>												
											<b>TOTAL:</b>	<b>\$35,168</b>

\* Tax savings are estimates and subject to change annually

M - Exhibit B "Maintenance Only" contract

\*\* Prior to 2003 City Council program authorization



**AGENDA ITEM**  
**CITY COUNCIL MEETING DATE - NOVEMBER 17, 2015**  
**CONSENT CALENDAR**

**DATE** : October 22, 2015

**TO** : City Manager

**FROM** : Finance Director

**SUBJECT** : **REVIEW AND ACCEPTANCE OF THE INVESTMENT REPORT FOR THE QUARTER ENDED SEPTEMBER 30, 2015**

**RECOMMENDATION:**

Accept, by motion, the Investment Report for the quarter ended September 30, 2015.

**EXECUTIVE SUMMARY:**

The Investment Report is in compliance with the City's Investment Policy and California Law. Additionally, the City has adequate investments to meet its expenditure needs for the next six months. The Finance Committee has reviewed this report and recommends approval.

**BUDGET INFORMATION:**

The interest earnings from the Investment Report have been reported in the appropriate fiscal year's budget.

**GENERAL PLAN:**

There is no effect on the City's General Plan.

**STRATEGIC PLAN:**

Relevant Strategic Plan Issues and Strategies:

- Strategic Issue #3: Strengthening Economic and Fiscal Conditions
  - Strategy #4: Manage City's finances prudently

**BACKGROUND:**

The City's investment portfolio consists of cash balances in checking accounts (less outstanding checks), Local Agency Investment Fund, treasury bills, federal agency notes, corporate notes, certificates of deposits and trustee accounts, which manage the installment payments and reserves for bonds issued by the City. The City has adequate investments to meet its expenditure requirements for the next six months. In addition, the City's investment portfolio is in compliance with Government Code Sections 53600 et seq. and the City's Investment Policy.

The Finance Committee reviewed and accepted the Investment Report at its October meeting. The attached report summarizes the City's investments by purchase date, maturity date, investment type, issuer of investment, cost, current yield and yield to maturity.

Attachment:

- Investment Report for the quarter ended September 30, 2015

**City of Benicia  
Investment Report  
As of September 30, 2015**

Type of Investment	Name of Issuer	Purchase Date	Maturity Date	Current Yield	Yield to Maturity	Par Value	Cost of Investment	Current Market Value
L.A.I.F.	L.A.I.F.			0.320%		\$ 10,813,771.25	\$ 10,813,771.25	\$ 10,820,201.62
Checking	Bank of America			0.600%		5,050,994.25	5,050,994.25	5,050,994.25
Money Market	PFM Funds - Prime			0.000%		45,277.90	45,277.90	45,277.90
Subtotal						15,910,043.40	15,910,043.40	15,916,473.77
<b>Up to 6 Months</b>								
Corporate Note	Bank of Tokyo Comment	12-Aug-15	13-Oct-15		0.210%	450,000.00	449,837.25	449,973.00
US Obligation	FNMA	15-Sep-11	26-Oct-15	1.590%	0.930%	350,000.00	359,859.50	350,349.30
Corporate Note	General Electric	8-Jan-13	8-Jan-16	0.990%	1.110%	275,000.00	274,117.25	275,455.13
Corporate Note	Cisco Systems	20-Dec-13	22-Feb-16	5.330%	0.620%	75,000.00	82,890.00	76,441.35
Subtotal						1,150,000.00	1,166,704.00	1,152,218.78
<b>6 Months to 1 Year</b>								
US Obligation	FNMA	15-Feb-13	30-Mar-16	0.490%	0.540%	140,000.00	139,840.40	140,180.04
US Obligation	FNMA	30-Jul-12	11-Apr-16	2.360%	0.590%	750,000.00	798,960.00	758,364.75
Cert of Deposit	Westpac Banking Corp	17-Apr-14	15-Apr-16	0.390%	0.410%	575,000.00	575,000.00	575,224.25
Corporate Note	Toyota Motor	17-May-13	17-May-16	0.790%	0.810%	290,000.00	289,881.10	290,644.67
Cert of Deposit	Bank of Nova Scotia	13-Jun-14	10-Jun-16	0.500%	0.280%	550,000.00	549,667.80	549,884.50
Corporate Note	Wells Fargo & Co	29-Jul-13	20-Jul-16	1.190%	1.280%	410,000.00	409,606.40	411,764.64
Corporate Note	IBM Corp	26-Dec-12	22-Jul-16	1.870%	0.850%	650,000.00	675,129.00	657,467.85
Corporate Note	Procter & Gamble	9-Jan-13	15-Aug-16	1.380%	0.840%	650,000.00	663,981.50	655,620.55
US Obligation	US Treasury	30-Aug-13	31-Aug-16	0.990%	0.820%	25,000.00	25,136.72	25,139.65
US Obligation	FNMA	5-Oct-12	28-Sep-16	1.180%	0.560%	900,000.00	924,264.00	907,206.30
Cert of Deposit	Toronto Dominion Bank	29-Sep-14	29-Sep-16	0.890%	0.900%	550,000.00	550,000.00	550,385.30
Subtotal						5,490,000.00	5,601,466.92	5,521,882.20
<b>1 Year to 2 Years</b>								
US Obligation	FHLMC	3-Oct-13	14-Oct-16	0.890%	0.770%	550,000.00	551,672.00	552,358.75
US Obligation	US Treasury	24-Feb-14	28-Feb-17	0.890%	0.750%	50,000.00	50,189.45	50,259.10
US Obligation	Freddie Mac Global Notes	23-Feb-15	8-Mar-17	0.990%	0.790%	735,000.00	738,109.05	739,670.93
US Obligation	FHLB	24-Mar-15	24-Mar-17	0.790%	0.840%	400,000.00	400,000.00	401,082.00
Cert of Deposit	Rabobank Nederland	27-Apr-15	21-Apr-17	1.100%	1.070%	675,000.00	675,000.00	673,771.50
US Obligation	FNMA	30-Jul-12	27-Apr-17	1.090%	0.840%	750,000.00	760,080.00	756,229.50
Corporate Note	Apple	6-May-14	5-May-17	0.990%	1.070%	550,000.00	549,708.50	552,118.60
Corporate Note	Berkshire Hathaway	15-Jan-13	15-May-17	1.580%	1.260%	275,000.00	278,918.75	277,759.08
Cert of Deposit	Nordea Bank Finland	29-May-15	26-May-17	1.100%	1.150%	550,000.00	550,000.00	548,834.00
US Obligation	Freddie Mac Global Notes	1-Nov-13	29-Jun-17	0.990%	0.960%	950,000.00	951,330.00	956,480.90
US Obligation	Freddie Mac Global Notes	31-Jul-12	28-Jul-17	0.990%	0.860%	750,000.00	755,017.50	755,073.00
US Obligation	FNMA	10-Sep-12	28-Aug-17	0.890%	0.820%	700,000.00	701,736.00	700,970.20
Cert of Deposit	US Bank NA Cincinnati	11-Sep-14	11-Sep-17	1.400%	1.410%	550,000.00	549,114.50	549,216.25
Subtotal						7,485,000.00	7,510,875.75	7,513,821.81

City of Benicia  
Investment Report  
As of September 30, 2015

Type of Investment	Name of Issuer	Purchase Date	Maturity Date	Current Yield	Yield to Maturity	Par Value	Cost of Investment	Current Market Value
<b>2 Years to 3 Years</b>								
US Obligation	FNMA	3-Dec-13	26-Oct-17	0.890%	1.080%	700,000.00	694,589.00	702,099.30
Corporate Note	Johnson & Johnson	21-Nov-14	21-Nov-17	1.100%	1.150%	175,000.00	174,861.75	176,125.95
Corporate Note	Chevron	5-Dec-12	5-Dec-17	1.100%	0.990%	85,000.00	85,459.85	84,659.32
Corporate Note	Chevron	5-Dec-12	5-Dec-17	1.100%	1.100%	145,000.00	145,000.00	144,418.84
Corporate Note	Toyota Motor	12-Jan-15	12-Jan-18	1.390%	1.500%	125,000.00	124,828.75	125,145.75
Corporate Note	Berkshire Hathaway	11-Feb-13	9-Feb-18	1.490%	1.580%	350,000.00	349,513.50	352,841.65
Corporate Note	Exxon Mobil	6-Mar-15	6-Mar-18	1.300%	1.310%	550,000.00	550,000.00	551,298.00
US Obligation	FNMA	30-Apr-15	1-Apr-18	1.480%	0.830%	180,000.00	181,799.35	181,510.74
Corporate Note	Wal-Mart Stores	11-Apr-13	11-Apr-18	1.100%	1.140%	255,000.00	254,765.40	254,803.14
Corporate Note	Microsoft Corp	2-May-13	1-May-18	1.060%	1.010%	160,000.00	159,899.20	159,708.16
Corporate Note	Apple	3-May-13	3-May-18	1.010%	1.080%	300,000.00	298,893.00	298,599.00
US Obligation	FNMA	31-May-13	21-May-18	0.900%	1.190%	250,000.00	246,212.50	249,849.75
US Obligation	FNMA	24-May-13	21-May-18	0.900%	1.050%	550,000.00	545,352.50	549,669.45
Corporate Note	Bank of New York	29-May-15	22-May-18	1.600%	1.600%	500,000.00	499,955.00	499,006.50
Corporate Note	Cisco Systems	17-Jun-15	15-Jun-18	1.590%	1.660%	475,000.00	474,919.25	478,460.38
Corporate Note	Chevron	24-Jun-13	24-Jun-18	1.680%	1.720%	425,000.00	425,000.00	428,298.00
US Obligation	US Treasury	4-Feb-15	31-Jul-18	1.380%	0.940%	450,000.00	456,697.27	456,029.10
US Obligation	US Treasury	4-Sep-14	31-Aug-18	1.480%	1.430%	925,000.00	927,420.90	940,681.53
Subtotal						6,600,000.00	6,595,167.22	6,633,204.56
<b>3 Years to 5 Years</b>								
US Obligation	US Treasury	7-Jul-14	31-Oct-18	1.190%	1.470%	200,000.00	198,171.88	201,708.40
US Obligation	US Treasury	3-Oct-14	31-Oct-18	1.190%	1.470%	250,000.00	247,851.56	252,135.50
US Obligation	US Treasury	3-Nov-14	31-Oct-18	1.190%	1.340%	375,000.00	373,725.59	378,203.25
US Obligation	FNMA	19-Jun-14	27-Nov-18	1.580%	1.620%	350,000.00	350,010.50	356,258.00
US Obligation	US Treasury	3-Jun-14	30-Nov-18	1.190%	1.410%	500,000.00	496,503.91	504,010.60
US Obligation	US Treasury	31-Jul-14	31-Jan-19	1.480%	1.610%	600,000.00	597,210.94	609,015.60
US Obligation	US Treasury	30-Dec-14	31-Jan-19	1.480%	1.540%	600,000.00	598,968.75	609,015.60
US Obligation	US Treasury	3-Dec-15	28-Feb-19	1.390%	1.330%	850,000.00	851,394.53	858,732.05
US Obligation	US Treasury	27-Feb-15	30-Sep-19	1.010%	1.450%	950,000.00	930,888.67	942,404.75
US Obligation	US Treasury	27-Mar-15	30-Sep-19	1.010%	1.410%	450,000.00	442,037.11	446,402.25
US Obligation	US Treasury	30-Apr-15	30-Sep-19	1.010%	1.310%	275,000.00	271,336.91	272,801.38
US Obligation	US Treasury	4-Sep-15	31-Oct-19	1.010%	1.370%	1,250,000.00	1,256,445.31	1,263,786.25
Corporate Note	General Electric	25-Mar-15	8-Jan-20	4.850%	2.050%	350,000.00	404,715.50	400,534.75
Subtotal						7,000,000.00	7,019,261.16	7,095,008.28

City of Benicia  
Investment Report  
As of September 30, 2015

Type of Investment	Name of Issuer	Purchase Date	Maturity Date	Current Yield	Yield to Maturity	Par Value	Cost of Investment	Current Market Value
Total (before fiscal agent accounts)						\$ 43,835,043.40	\$ 43,803,518.45	\$ 43,832,609.40
Fiscal Agent Accounts							2,211,041.85	2,211,041.85
<b>TOTAL INVESTMENT PORTFOLIO</b>						\$ 46,014,560.30	\$ 46,014,560.30	\$ 46,043,651.25

**WEIGHTED AVERAGE MATURITY OF THE INVESTMENT PORTFOLIO**

1.47 Years

The City of Benicia complies with Government Code Sections 53600 et seq. and the City's Investment Policy. The source of market value is US Bank. The City has the ability to meet expenditure requirements for the next six months. This report to the best of my knowledge, is accurate representation of the City of Benicia's investments.

Mark to Market

\$ 29,090.95

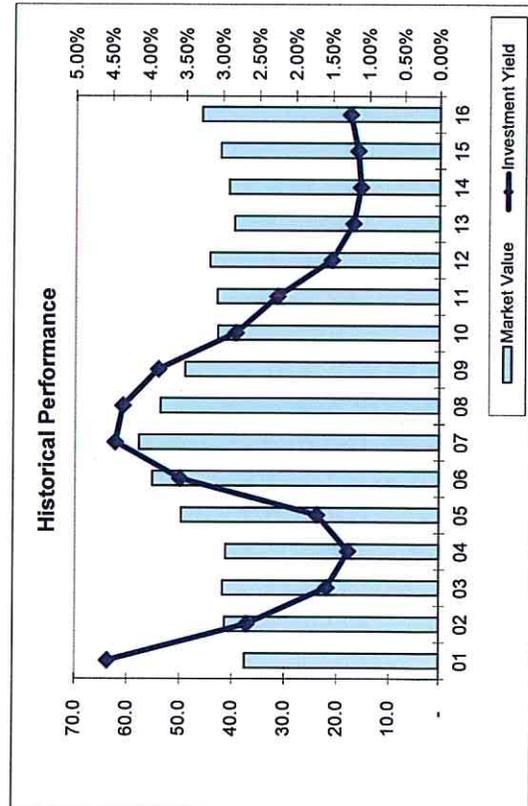
  
Kevin Schneider, Finance Director

Kenneth Paulk, City Treasurer

City of Benicia  
Historical Portfolio Comparison

Market Value (Millions)					
Fiscal Year / Quarter	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	Annual Average
2001	33.0	36.7	37.7	42.8	37.5
2002	39.3	41.5	40.3	44.6	41.4
2003	39.7	43.4	39.5	44.8	41.8
2004	39.3	42.8	41.1	41.8	41.3
2005	38.7	53.8	50.0	56.6	49.8
2006	46.9	54.9	55.1	64.3	55.3
2007	57.4	59.3	54.4	60.1	57.8
2008	51.9	54.7	51.4	56.8	53.7
2009	48.1	52.1	47.3	48.7	49.1
2010	42.6	43.7	39.4	45.7	42.9
2011	37.6	46.2	35.7	52.6	43.0
2012	46.6	45.7	40.2	45.0	44.4
2013	39.2	41.3	36.1	42.4	39.8
2014	37.9	41.8	39.0	44.4	40.8
2015	38.5	42.2	42.2	46.8	42.4
2016	46.0				46.0

Investment Yield					
Fiscal Year / Quarter	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	Annual Average
01	4.76%	4.82%	4.58%	4.07%	4.55%
02	3.62%	2.72%	2.27%	2.01%	2.66%
03	1.90%	1.61%	1.41%	1.34%	1.57%
04	1.38%	1.28%	1.24%	1.20%	1.28%
05	1.31%	1.43%	1.74%	2.33%	1.70%
06	2.52%	3.76%	3.84%	4.16%	3.57%
07	4.34%	4.44%	4.46%	4.57%	4.45%
08	4.56%	4.48%	4.20%	4.15%	4.35%
09	4.01%	4.07%	4.03%	3.36%	3.87%
10	3.17%	2.83%	2.65%	2.60%	2.81%
11	2.51%	2.38%	2.15%	1.95%	2.25%
12	1.76%	1.64%	1.43%	1.21%	1.51%
13	1.22%	1.26%	1.20%	1.18%	1.21%
14	1.15%	1.17%	1.09%	1.05%	1.12%
15	1.07%	1.10%	1.21%	1.23%	1.15%
16	1.26%				1.26%



Investment Earnings - Dollars						
Fiscal Year / Quarter	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	Mark to Market *	Annual Average
2008	319,769	789,398	474,720	327,578	403,879	578,836
2009	275,114	580,504	577,776	469,555	267,309	542,565
2010	299,040	294,913	226,519	289,374	(196,842)	228,251
2011	267,030	235,311	165,343	162,677	(352,938)	119,356
2012	46,173	132,626	130,494	131,294	(47,338)	98,312
2013	88,542	100,933	79,202	89,351	(327,648)	7,595
2014	99,460	45,980	55,704	66,838	122,842	97,706
2015	59,337	48,308	95,462	53,594	79,771	84,117.88
2016	Not available					

\* Mark to market is the difference between current year minus prior year's mark to market gain or loss.

City of Benicia  
Investment Report Totals - September 30, 2015  
Reconciliation - PFM and City Reports

	Amount
Total Market Value Balance - City report	46,043,651
Less: LAIF	(10,820,202)
B of A Checking account	(5,050,994)
Fiscal Agent accounts	(2,211,042)
Total Market Value	27,961,414
Total Market Value - PFM Report	28,045,927
Less: Accrued Interest	(84,513)
Total Market Value	27,961,414

F:\finance\Investments\InvestmentReports\FY15-16\FY15-16 Investment Reports.xlsx\Recon September 2015



**AGENDA ITEM**  
**CITY COUNCIL MEETING DATE - NOVEMBER 17, 2015**  
**CONSENT CALENDAR**

**DATE** : October 21, 2015

**TO** : City Manager

**FROM** : Community Development Director

**SUBJECT** : **SECOND READING OF AN AMENDMENT TO BENICIA MUNICIPAL CODE CHAPTER 2.108 TO ALLOW THE COMMUNITY SUSTAINABILITY COMMISSION (CSC) TO ENGAGE IN FUNDRAISING ACTIVITIES AND CONCURRENTLY APPROVE FUNDRAISING GUIDELINES.**

**RECOMMENDATION:**

Conduct a second reading and adopt the ordinance to amend Chapter 2.108 (Community Sustainability Commission) of Division 2 (Boards and Commissions) of Title 2 (Administration and Personnel) of the Benicia Municipal Code by adding a new section 2.108.100 (Powers) to allow the Community Sustainability Commission (CSC) the ability to fundraise, after determining that the project is exempt from CEQA. Also, approve the CSC Fundraising Guidelines concurrent with the ordinance amendment.

**EXECUTIVE SUMMARY:**

At the October 20, 2015 City Council meeting, the Council conducted a first reading of an ordinance amendment to allow CSC to conduct fundraising activities, and, with a minor modification, approved the fundraising guidelines policy. Disbursement of all funds shall be at the discretion of the City Council.

**BUDGET INFORMATION:**

The proposed amendment and policy will provide fundraising ability and a mechanism for managing funds raised by the Community Sustainability Commission (CSC) separate from the Valero/Good Neighbor Steering Committee Settlement Agreement funds, allowing these to be deposited and available to the Commission to use for sustainability projects in support of the Climate Action Plan, upon the Council's approval. It also codifies the means of grant distribution by the Commission.

**GENERAL PLAN:**

The overarching Goal of the General Plan is Sustainability, as enacted by the Community Sustainability Commission.

## **STRATEGIC PLAN:**

Relevant Strategic Plan Issue and Strategies:

- Strategic Issue #2: Protecting and Enhancing the Environment
  - Strategy #3: Pursue and adopt sustainable practices

## **BACKGROUND:**

On May 19, 2014, the CSC sent a request to the City Council regarding its authority for fundraising and grant applications. Due to staffing changes and because the CSC's request initiated a staff review related to the authority of all commissions, staff was unable to bring the matter for Council discussion until December 16, 2014. At that meeting, the CSC Chair clarified what she believes was the Commission's intention: if the Commission was to do fundraising, it wanted some assurance from the Council that those funds would indeed be available to promote the Commission's sustainability agenda.

Although the Council made no formal commitment, they directed staff to bring back a modification to the Commission's establishing ordinance that would explicitly allow the CSC to do fundraising similar to the authority of some other commissions. A draft ordinance amendment is attached.

Following the example established by the HSB and the ACC, the CSC wishes to have the ability to raise funds and realized that it would be useful to have a policy in place that establishes the purpose and procedures of the two funds for which they would have oversight. The ordinance amendment and the policy follow the model established by the HSB. The policy provides a better understanding of the accounts and clarifies the process used to use funds. In addition, it establishes a procedure to follow if CSC should decide in the future to apply for grants, with both application and acceptance of the money being approved by the City Council.

At the October 20, 2015 Council meeting, the Council conducted a first reading of the amendment and fundraising policy, made one slight modification in wording to the fundraising policy and approved both the amendment and the fundraising policy. The attached fundraising policy includes in underline/~~strikeout~~ the Council's modification.

### **I. Ordinance Amendment**

The attached draft amendment follows the format of the HSB and ACC ordinances, giving those bodies fundraising authority. This process leaves the final decision of the disbursement of funds with the City Council.

## **II. Valero/Good Neighbor Steering Committee Settlement Agreement Funds**

The CSC has established a set of procedures for the disbursement of the Valero/Good Neighbor Steering Committee Settlement Agreement funds, but has done so without an explicit policy framework approved by the City Council.

As there are still funds remaining in the Valero/Good Neighbor Steering Committee Agreement Settlement account, it seems appropriate as part of an overall policy, to indicate how those remaining funds will be treated in the future.

The attached draft guidelines are intended to codify the current practice, while leaving some flexibility for the CSC and the Council should they wish to go outside the grant program to fund some worthy project that does not fit into the grant cycle.

## **II. Sustainability Fund**

The second account under the CSC purview will be the Sustainability Fund. This fund will be established by the Finance Department following the amendment to the ordinance and will allow the commission to coordinate fundraising activities to augment other funding sources and to raise funds to be used to in the furtherance of sustainability events and projects in the community. This policy does not require that CSC obtain Council approval for each specific fundraising event. However, any expenditures above and beyond those anticipated in the budget must be approved by the Council through a budget adjustment.

The CSC Sustainability Fund provides a separate account for any funds received through fundraising sources. Through this policy, donations, gifts, and grants would be placed in the CSC Sustainability Fund, with any funds received in excess of the amount anticipated for any fiscal year to be made available to the CSC in the current or future fiscal years through a budget adjustment. These funds would follow the same procedures as other special City funds, in which a request to carry forward any items to the next fiscal year are made through the Finance Department and approved by City Council.

## **III. Unutilized Grant Funds**

The final section of this policy (Section III), follow the previous agreements written with grantees and establishes a clear understanding of what happens to funds designated by the city for organizations if a grantee does not claim the agreed upon amount.

Attachments:

- Draft Ordinance Amendment to the City of Benicia Municipal Code Section 2.108
- City of Benicia Community Sustainability Commission Policy on Distribution of Funds for Grantees and Fundraising as amended by the Council on October 20, 2015.
- City Council Draft Minutes, October 20, 2015

**CITY OF BENICIA**

**ORDINANCE NO. 15-\_\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BENICIA AMENDING CHAPTER 2.108 (COMMUNITY SUSTAINABILITY COMMISSION) OF DIVISION 2 (BOARDS AND COMMISSIONS) OF TITLE 2 (ADMINISTRATION AND PERSONNEL) OF THE BENICIA MUNICIPAL CODE BY ADDING A NEW SECTION 2.108.100 (POWERS) TO ESTABLISH FUNDRAISING POWER FOR THE COMMISSION**

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BENICIA HEREBY ORDAINS AS FOLLOWS:**

**Section 1.**

Chapter 2. 108 (Community Sustainability Commission) of Division 2 (Boards and Commissions) of Title 2 (Administration and Personnel) is amended by addition a new section 2.108.100 (Powers) to read as follows:

**2.108.100 Powers.**

A. The commission may coordinate and hold fundraising activities related to its purpose as stated in Section 2.108.020. The commission may also solicit and accept donations subject to approval of the city council. All net proceeds from such fundraising activities and donations shall be placed in a City Sustainability Fund and the city council shall have exclusive power to make distributions in furtherance of achieving sustainability goals, after recommendation from the commission.

B. The commission shall establish policies for raising, managing and distributing Sustainability Funds, subject to approved by the city council.

**Section 2.**

**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 20<sup>th</sup> day of October, 2015, and adopted at a regular meeting of the Council held on the day of \_\_\_\_\_, 2015, by the following vote:

Ayes:

Noes:

Absent:

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

Attest:

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

\_\_\_\_\_  
Date

# **City of Benicia Community Sustainability Commission**

## **Policy on Distribution of Funds for Grantees and Fundraising**

Approved by the Community Sustainability Commission on September 21, 2015

Ratified by Benicia City Council on (date)

The following policy describes how the Valero/Good Neighbor Steering Committee Agreement Grant Fund and the Sustainability Fund are managed. The City will establish two accounts: one with remaining funds from the Valero/Good Neighbor Steering Committee Agreement settlement that must be used in accordance with the Agreement. This fund is referred to as the Valero/Good Neighbor Steering Committee Settlement Agreement Grant Fund. A second “Sustainability Account” will be established with funds raised by the CSC through donations or through its fundraising efforts.

This policy is approved by the Commission and ratified by the City Council. Any future modifications to this policy will be approved by the Commission and forwarded to the City Council for its consideration and adoption.

### **I. Good Neighbor Steering Committee/Valero Fund**

The following policy describes the management of funds received by the City pursuant to the settlement agreement between Valero Refining Company, the Good Neighbor Steering Committee and the City, hereafter referred to as the Valero/Good Neighbor Steering Committee Agreement Settlement Agreement (also known as the Valero Improvement Project or VIP Agreement,) initially signed June 4, 2003 and subsequently modified July 10, 2008 and further modified May 4, 2010. As required by the agreement, settlement funds have been placed in a separate account and allocated by the City Council after receiving the recommendation of the CSC. The disbursement of funds related to “Future Projects” under paragraph 3.H of the 2010 Amendment are subject to the terms of that Agreement. Grants shall:

*“provide verifiable water reduction by the City, community residents, BUSD, Valero and businesses in Benicia. 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 may further proposed water reduction projects.”*

If the language in the Valero/Good Neighbor Steering Committee Settlement Agreement regarding how the grants will be used changes in the future, the most recent language shall prevail. Most of the settlement funds have been expended through an *ad hoc* procedure adopted by the CSC, but that procedure has not been set forth or approved by the City Council. This policy on distribution of funds is intended to formalize that procedure with the concurrence of the City Council.

#### A. Authorization

- i. This policy shall guide the management of the Valero/Good Neighbor Steering Committee Settlement Agreement Grant Fund and reserves in accordance with the City of Benicia rules and regulations pertaining to gifts and donations.
- ii. Grants awarded by the City are subject to the terms the grant agreement. In the event of a conflict between the grant agreement and the Valero/Good Neighbor Steering Committee Agreements the Valero/Good Neighbor Steering Committee Agreements prevail.

#### B. Definitions

The settlement agreement between the City of Benicia, Valero Refining Company and the Good Neighbor Steering Committee (June 4, 2003, as modified July 10, 2008 and May 4, 2010) is the source of the Valero/Good Neighbor Steering Committee Settlement Agreement Grant Fund.

#### C. Administration

- i. The Benicia City Finance Director or his/her designee shall implement separate accounting codes to ensure the proper accounting of the Valero/Good Neighbor Steering Committee Settlement Agreement Grant Fund.
- ii. The appointed Chair and Vice-Chair of the CSC and/or his/her designee shall review the accounting activity of the Sustainability Fund following Grantee Semi-Annual Report approvals. Any designee of the Chair or Vice Chair must be a CSC voting board member.
- iii. The term of contracts shall be established as part of each grant agreement, but shall generally not exceed two years from the date of fund disbursement, unless explicitly authorized at the time of grant execution. Any funds not expended or utilized during the contract term pursuant to the scope of the grantee's authorized program shall revert back to the Valero/Good Neighbor Steering Committee Settlement Agreement Grant Fund.

#### D. Allocation and Distribution

- i. Funds placed in the Valero/Good Neighbor Steering Committee Settlement Agreement Grant Fund are considered to be operating funds for grantees in conformance with the terms of the Valero/Good Neighbor Steering Committee Settlement Agreement.
- ii. The CSC shall establish a grant application process, evaluate and rank applications, and make a recommendation regarding award of grants to the City Council. The CSC may also choose to recommend to the Council to allocate Valero/Good Neighbor Steering Committee Settlement Agreement Grant funds in support of Climate Action Plan (CAP) implementation, or to meet a funding match obligation for an outside grant applications, or to support other special projects should it find that such allocations are consistent with the intent of the Valero/Good Neighbor Steering Committee Settlement Agreement and would achieve the water reduction or greenhouse gas reduction goals more effectively than through the awarding of grants.
- iii. The Council shall review the recommendation of the CSC prior to making a decision

regarding grants to approve.

iv. Grantee funds will be disbursed upon execution of grants in accordance with the grant agreements.

v. Community Development Department staff will process the paperwork for checks to be processed by the Finance Department staff.

vi. Grants will be reviewed semi-annually by the CSC using the Grantee Semi-Annual Report process.

## **II. Sustainability Fund**

The following policy describes the management of the Sustainability Fund.

### Overview

In accordance with Benicia Municipal Code section 2.108.090 G, the CSC may accept gifts and grants from any source, and may hold fundraising activities to further the City's sustainability efforts and implement the Climate Action Plan (CAP).

### A. Authorization

This policy shall guide the management of the Sustainability Fund and reserves in accordance with the City of Benicia Municipal Corporation rules and regulations pertaining to gifts and donations.

### B. Definitions

i. The Sustainability Fund is designed to provide a mechanism for receiving donations and fundraising money to be deposited and available to further the City's sustainability goals and implement its Climate Action Plan as recommended by the CSC and approved by the City Council.

ii. Reserves are funds from the Sustainability Fund that accumulate from year to year.

### C. Administration

i. The Benicia City Finance Director or his/her designee shall implement separate accounting codes to ensure the proper accounting of the Sustainability Fund transaction activity.

ii. The appointed Chair, Vice-Chair of the CSC and/or his/her designee shall review the accounting activity of the Sustainability Fund no less than semi-annually. Any designee of the Chair or Vice Chair must be a CSC voting board member.

### D. Allocation and Distribution

- i. All funds donated, gifted or provided as grants to the CSC shall be deposited into the Sustainability Fund.
- ii. Fundraising activities for the next calendar year will be outlined in the Commission's annual report.
- iii. Anticipated amounts to be received by fundraising will be included in the City's budget. Some portion of the Sustainability Fund may be used for fundraising activities, as set forth in the annual report and in the City Budget. Expenditures of any amount over the budgeted amount for fund raising activities must be approved by Council through a budget adjustment process. Expenditures must be made in accordance with the City's purchasing and procurement policies.
- iv. Any money placed in the Sustainability fund not used during the fiscal year will be carried forward as part of the account's reserve into future fiscal years.
- v. The CSC may establish a grant application process for the allocation of Sustainability funds. The process will include anticipated staff time in processing, administering and monitoring these grants. Should the Commission accept grant applications, it will evaluate and rank applications, and make a recommendation regarding award of grants to the City Council. The CSC may also choose to recommend to the Council to allocate Sustainability funds in support of Climate Action Plan (CAP) implementation, or to meet a funding match obligation for an outside grant applications, or to support other special projects should it find that such allocations are consistent with achieving the mission of the CSC.
- vi. The city council shall have exclusive power to make distributions in furtherance of achieving sustainability goals, after recommendation from the commission.
- vii. Grantee funds will be disbursed upon execution of grants, or based on other terms set forth in a grant agreement.
- viii. Community Development Department staff will process the paperwork for checks to be processed by the Finance Department staff.
- ix. Grants will be reviewed semi-annually by the CSC using the Grantee Semi-Annual Report process.
- x. The Commission may not apply for or partner with another entity in any grant ~~activities~~ application without authorization by the City Council. Individual Commission members may apply for CSC grants without prior Council approval. Any request to the Council to apply for or partner in any grant application shall include an estimate of staff time required for the application, evaluation, administration, monitoring and reporting of the grant.

# DRAFT

MINUTES OF THE  
REGULAR MEETING – CITY COUNCIL  
October 20, 2015

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 Closed Session to order at 6:00 p.m.

All Council Members were present.

**II. CLOSED SESSION (6:00 PM):**

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

Significant exposure to litigation pursuant to subdivision (b) of  
Section 54956.9

Number of potential cases: One (1)

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

(Paragraph (1) of subdivision (d) of Section 54956.9)

Name of case: Willis

**III. CONVENE OPEN SESSION:**

Mayor Patterson called the Open Session to order at 7:04 p.m.

**A. ROLL CALL**

All Council Members were present.

Council Member Schwartzman arrived at 7:05 p.m.

**B. PLEDGE OF ALLEGIANCE**

Gina Eleccion led the Pledge of Allegiance.

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

**IV. ANNOUNCEMENTS/PROCLAMATIONS/ APPOINTMENTS/PRESENTATIONS:**

*OMITTING PAGES 2-3.*

**CITY OF BENICIA EXTENDING THE CONTRACT FOR LABOR RELATIONS SERVICES TO RENNE SLOAN HOLTZMAN SAKAI**

**D. INTRODUCTION AND FIRST READING OF AN AMENDMENT TO BENICIA MUNICIPAL CODE CHAPTER 2.108 TO ALLOW THE COMMUNITY SUSTAINABILITY COMMISSION (CSC) TO ENGAGE IN FUNDRAISING ACTIVITIES AND CONCURRENTLY APPROVE FUNDRAISING GUIDELINES**

**ORDINANCE 15- - AN ORDINANCE AMENDING CHAPTER 2.108 (COMMUNITY SUSTAINABILITY COMMISSION) OF DIVISION 2 (BOARDS AND COMMISSIONS) OF TITLE 2 (ADMINISTRATION AND PERSONNEL) OF THE BENICIA MUNICIPAL CODE BY ADDING A NEW SECTION 2.108.100 (POWERS) TO ESTABLISH FUNDRAISING POWER FOR THE COMMISSION**

Vice Mayor Hughes pulled this item to get clarification that this amendment was completely consistent with the way the other amendments that were made with the other two boards and commissions.

Brad Kilger, City Manager, stated that it was identical with the Arts & Culture Commission. The Human Services Board was slightly different, as they have a different mission. The Community Sustainability Commission's fundraising guidelines was modeled after the Arts & Culture Commission's.

Public Comment:

None

After the vote was taken, Council Member Schwartzman stated he had a question he meant to ask. He requested the item be reopened.

The motion to reconsider this item was approved by Council.

Council Member Schwartzman and Staff discussed the language on page VII.D.10, item no. 6 - 'allocations from the CSC shall be approved by the City Council after receiving a recommendation from the CSC.' He did not think that was the way it was being done. He thought it was 'it may be, and is subject to...' He would like clarification on the issue.

Christina Ratcliffe, Community Development Director, stated that Staff did not intend for Council to approve everything the CSC recommends. They wanted to ensure that Council approval was needed in order to disperse funds.

Mr. Kilger and Staff discussed the existing language and the amended language. He thought it was a matter of wording.

Heather McLaughlin, City Attorney, stated she thought the language could be

# DRAFT

improved. The goal was to say that Council has to approve any of the allocations, not the CSC. So, it has to come to Council for approval.

Council Member Schwartzman stated he would like that on the record, because if you read that, it could be construed as something different.

Ms. McLaughlin stated that what was being discussed was the policy, not the ordinance. The way to correct that is to refer to the ordinance, so Staff can insert a footnote into the policy.

Council Member Schwartzman stated that was an acceptable fix for his issue.

Public Comment:

None

On motion of Council Member Hughes, seconded by Council Member Strawbridge, Council approved the Introduction and First Reading of the above Ordinance, on roll call by the following vote:

Ayes: Patterson, Schwartzman, Campbell, Hughes, Strawbridge

Noes: (None)

On motion of Council Member Schwartzman, seconded by Council Member Hughes, Council approved the reconsideration of this item, on roll call by the following vote:

Ayes: Patterson, Schwartzman, Campbell, Hughes, Strawbridge

Noes: (None)

On motion of Council Member Schwartzman, seconded by Council Member Hughes, Council approved the Introduction and First Reading of the above Ordinance, with the amendment of adding a footnote to the policy, on roll call by the following vote:

Ayes: Patterson, Schwartzman, Campbell, Hughes, Strawbridge

Noes: (None)

*REST OF THE MINUTES OMITTED.*



**AGENDA ITEM**  
**CITY COUNCIL MEETING DATE - NOVEMBER 17, 2015**  
**CONSENT CALENDAR**

**DATE** : October 27, 2015

**TO** : City Council

**FROM** : City Manager

**SUBJECT** : **UPDATE ON EMERGENCY CONTRACTS FOR CLOCK TOWER ELEVATOR REPLACEMENT**

**RECOMMENDATION:**

Review the report and affirm by a 4/5 vote that continued emergency contracting by the City Manager is necessary to provide temporary ADA access and to purchase and install a permanent replacement elevator and associated improvements at the Clock Tower.

**EXECUTIVE SUMMARY:**

An inspection identified defects beyond repair, necessitating the immediate removal of the Clock Tower elevator from operation. A number of weddings and other large events had already been scheduled at the Clock Tower through fall. Staff therefore entered into contracts to provide temporary alternate access to the second floor of the Clock Tower that meets Americans with Disabilities Act standards and to purchase and install the permanent replacement elevator. Provided is an update on the status of both the temporary and permanent replacement elevators.

**BUDGET INFORMATION:**

The total cost for use of the temporary elevator is estimated at \$90,796. The purchase and installation of the permanent replacement elevator is estimated at \$236,668. The funds for both of these items will be drawn from the General Fund reserves and transferred to the Internal Services Fund-Facilities, Account No. 113-9205-9521.

**GENERAL PLAN:**

Relevant General Plan Goals and Policy:

- GOAL 2.11: Encourage the retention and continued evolution of the lower Arsenal into a historic/cultural/commercial/industrial center of Mutually compatible uses.
- GOAL 2.16: Ensure access needs of individuals with disabilities.
  - POLICY 2.16.1: Provide for adequate public access in all forms (walks, buildings, transportation) in conformance with the

Americans with Disabilities Act (ADA).

- Program 2.16.A: In places that accommodate the public, remove barriers to access or provide alternative services when barriers cannot be removed.
- Program 2.16.B: Require that publicly sponsored programs, activities and transportation facilities are accessible to individuals with disabilities (including employees).
- GOAL 2.28: Improve and maintain public facilities and services.
- GOAL 3.1: Maintain and enhance Benicia's historic character.

**STRATEGIC PLAN:**

Relevant Strategic Issues and Strategies and Actions:

- Strategic Issue 5: Maintain and Enhance a High Quality of Life
  - Strategy 4: Preserve City-owned Historic Structures
  - Action 4.b.: Maintained City-owned historic structures (e.g. Benicia Historical Museum, SP Depot, Clock Tower)

**BACKGROUND:**

The Clock Tower, which the City acquired in 1964, is the City's largest rental facility with a maximum seating capacity of 536 and maximum standing capacity of 750. The facility is heavily used and is rented for more than 100 events per year. It is also used for several classes offered through the City. Staff believes the existing Clock Tower elevator was installed prior to 1915. As a result of two malfunctions of the elevator, staff had the elevator professionally inspected in early July, 2015. The inspection identified defects that could not be repaired, making it necessary to immediately remove the elevator from operation and install a temporary elevator until the permanent elevator is completed. Per the emergency contracting provisions used to get the elevator in working order, staff is required to provide Council a report on project status every two weeks until the work is done.

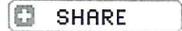
Bigge Crane and Rigging Company installed the temporary elevator, which the Occupational Safety and Health Administration approved for public use on August 14. Installation of the permanent replacement elevator by Dream Ride Elevator is expected to be completed by the end of November.

Staff will continue to provide City Council updates on project progress at every Council meeting until the project has been completed or terminated.

Attachment:

- Excerpt from Benicia Municipal Code – Emergency Contracting Procedures

### 3.09.050 Emergency contracting procedures.



- A. In the event of an emergency, the city council, pursuant to Section 22050(b)(1) of the Public Contract Code of California, delegates to the city manager or, in his/her absence, the public works director, the authority to repair or replace a public facility, take any directly related and immediate action required by that emergency, and procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts.
- B. If the city manager or public works director orders any action specified in subsection (A) of this section, that person shall report to the city council, at its next meeting required herein, the reasons justifying why the emergency will not permit a delay resulting from a competitive solicitation for bids and why the action is necessary to respond to the emergency.
- C. The city council shall initially review the emergency action not later than seven days after the action, or at its next regularly scheduled meeting if that meeting will occur not later than 14 days after the action, and at least at every regularly scheduled meeting thereafter until the action is terminated, to determine, by a four-fifths vote, that there is a need to continue the action, unless the city manager or public works director has terminated that action prior to the city council reviewing the emergency action and making a determination pursuant to this subsection.
- D. When the city council reviews the emergency action pursuant to subsection (C) of this section, it shall terminate the action at the earliest possible date that conditions warrant so that the remainder of the emergency action may be completed by giving notice for bids to let contracts. (Ord. 03-5).



**AGENDA ITEM**  
**CITY COUNCIL MEETING DATE - NOVEMBER 17, 2015**  
**CONSENT CALENDAR**

**DATE** : October 27, 2015

**TO** : City Manager

**FROM** : Library Director

**SUBJECT** : **INTRODUCTION AND FIRST READING OF AN AMENDMENT TO THE ARTS AND CULTURE COMMISSION'S ORDINANCE CHANGING THE NUMBER OF COMMISSIONERS FROM NINE TO SEVEN**

**RECOMMENDATION:**

Conduct a first reading of a proposed ordinance change to amend Chapter 2.104 (Arts and Culture Commission) of Division 2 (Boards and Commissions) of Title 2 (Administration and Personnel) of the Benicia Municipal Code to revise section 2.104.010 to reduce the number of commissioners from nine to seven.

**EXECUTIVE SUMMARY:**

The Arts and Culture Commission (ACC), has requested a change in their ordinance from nine to seven members. They feel that nine members makes it more difficult to reach a quorum, that it is an unwieldy group, and that the commission would function better with seven members. Therefore, the ACC is requesting an amendment to section 2.104.010 of the Municipal Code changing the number of commissions from nine to seven.

**BUDGET INFORMATION:**

This will have no budget impact. The ACC has been holding regular and special meetings on a monthly basis to conduct their business, so no additional staff time will be required for this change.

**GENERAL PLAN:**

Relevant Goals and Policies:

- Goal 3.6: Support and promote the arts as a major element of Benicia's community identity.
  - Policy 3.6.3: Enhance public places with art.

**STRATEGIC PLAN:**

Relevant Strategic Plan Issue and Strategies:

- Strategic Plan Issue #5: Maintain and Enhance a High Quality of Life
  - Strategy #3: Promote arts and culture

**BACKGROUND:**

The Arts and Culture Commission (ACC) was established in 2009, with nine commissioners appointed to broadly represent the arts and culture interests of Benicia residents. Over the years, the composition of the commission has changed, but since the first year of operation, there has not been a full commission with nine members serving. As a result, it has become difficult to reach a quorum for meetings. The commissioners feel that nine members is too many and that the commission would function better with seven members, as each person would be tasked with more active involvement in commission activities. The nine voting member requirement is the largest of any of the City boards and commissions.

The proposed change, if approved, would be effective January 31, 2016, when three commissioner terms will be expiring.

## Attachment:

- Proposed ordinance revising Benicia Municipal Code section 2.104.010 to change number of members from nine to seven

**CITY OF BENICIA**

**ORDINANCE NO. 15-**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BENICIA AMENDING CHAPTER 2.104 (ARTS AND CULTURE COMMISSION) OF DIVISION 2 (BOARD AND COMMISSIONS) OF TITLE 2 (ADMINISTRATION AND PERSONNEL) OF THE BENICIA MUNICIPAL CODE BY REVISING SECTION 2.104.010 TO REDUCE THE NUMBER OF COMMISSIONERS FROM NINE MEMBERS TO SEVEN.**

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BENICIA DOES ORDAIN** as follows:

**Section 1.**

Section 2.104.010 (Established -- Membership) of Chapter 2.104 (Arts and Culture Commission) of Division 2 (Boards and Commissions) of Title 2 (Administration and Personnel) is revised to read as follows:

2.104.010 Established – Membership. The Arts and Culture Commission is established in the city. The commission consists of seven voting members.

**Section 2.**

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 17<sup>th</sup> day of November, 2015, and adopted at a regular meeting of the Council held on the \_\_\_\_ day of \_\_\_\_\_, 2015, by the following vote:

Ayes:

Noes:

Absent:

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

Attest:

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

\_\_\_\_\_  
Date

**AGENDA ITEM**  
**CITY COUNCIL MEETING DATE - NOVEMBER 17, 2015**  
**CONSENT CALENDAR**

**DATE** : October 30, 2015

**TO** : City Manager

**FROM** : Public Works Director

**SUBJECT** : **APPROVAL OF AMENDMENT TO AGREEMENT FOR DREDGE ENGINEERING SERVICES RELATED TO THE ANNUAL DREDGING OF THE BENICIA MARINA**

**RECOMMENDATION:**

Adopt a resolution approving an Amendment to Agreement for dredge engineering services related to the Benicia Marina with Cullen-Sherry & Associates, Inc. for a not-to-exceed cost of \$99,930 and authorizing the City Manager to sign the Amendment to Agreement on behalf of the City.

**EXECUTIVE SUMMARY:**

The Amendment to Agreement will provide for project management and engineering support for the following tasks:

1. Project management and engineering support to prepare after-dredge survey, plans, dredged volume calculations and reports for the 2015 dredge episode.
2. Preparation and approval from the Dredged Material Management Office (DMMO) for a 12-year Master Sampling and Analysis Plan (MSAP).
3. Provide Tier III sediment quality evaluation for the 2016 dredge episode.
4. Project management and engineering support to prepare before and after dredge survey, plans, dredged volume calculations and reports for the 2016 dredge episode.

**BUDGET INFORMATION:**

The not-to-exceed cost of the proposed Amendment to Agreement for Dredge Engineering Services is \$99,930. Funding for the amendment is included in the Fiscal Year 2015-2017 Marina Budget in account #060-8060-8106.

**GENERAL PLAN:**

Relevant General Plan Goals:

- Goal 2.28: Improve and maintain public facilities and services.

**STRATEGIC PLAN:**

Relevant Strategic Plan Issue and Strategies include:

- Strategic Issue #4: Preserve and Enhance City Assets and Infrastructure

**BACKGROUND:**

The City of Benicia is the owner of the Benicia Marina, a 349 slip public marina located on the Carquinez Strait. Dredging of the marina is required on an annual basis to maintain adequate navigational depths. The City leases the operation of the marina to a private corporation that is responsible for the physical dredging of the marina. As the owner of the property, the City is responsible for maintaining the required permits from the State and Federal regulatory agencies (United States Army Corp of Engineers, San Francisco Bay Conservation and Development Commission, State Lands Commission, and San Francisco Bay Regional Water Quality Control Board).

Under the Mutual Release and Settlement Agreement and Modification of Lease between the City of Benicia and Benicia Harbor Corporation, the City of Benicia is also required to submit for and obtain a determination of suitability of sediment for unconfined aquatic disposal, "Suitability Determination," for the annual maintenance dredging from the Dredged Material Management Office (DMMO) each year. Once the suitability determination is made, Benicia Harbor Corporation is responsible for completing the physical dredging operations. The City of Benicia, as the permit holder, is responsible for assuring the dredging episode is performed in accordance with the laws, permits and approved plans.

The DMMO informed City of Benicia representatives during the 2015 dredge episode approval hearing that full Tier III (3) environmental sampling and analysis will be required for the 2016 dredge episode. The last Tier 3 was completed prior to the 2012 dredge episode.

In order to reduce costs and provide a schedule for future permit compliance, staff recommends developing a Master Sampling and Analysis Plan (MSAP). The MSAP, if approved by the DMMO, will allow the City of Benicia to define future sampling, analysis and reporting schedules and also extend the time between Tier 3 reports from three years to six years. Each Tier 3 report costs approximately \$44,000, therefore reducing the frequency will save substantial consulting fees. Preparation of the MSAP is estimated to cost \$18,000 and is included in the proposed amendment.

Cullen-Sherry and Associates have been providing dredging engineering services to the City since 2002 and is capable of performing the contract requirements. Cullen-Sherry is uniquely qualified to perform the services due to the relationship with Benicia Harbor Corporation, as well as the long term history

with the project. It is recommended that the sole source agreement be amended, because City staff does not have the capacity, expertise or equipment to provide the services. The scope of work for the proposed amendment also includes the after-dredge survey for the 2015 dredge episode as well as the before and after dredge surveys for the 2016 dredge episode estimated to cost \$39,000.

Attachments:

- Proposed Resolution
- CSA Scope of Services



**RESOLUTION NO. 15-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA APPROVING AN AMENDMENT TO AGREEMENT FOR DREDGE ENGINEERING SERVICES FOR THE BENICIA MARINA WITH CULLEN-SHERRY & ASSOCIATES, INC. FOR A NOT-TO-EXCEED COST OF \$99,930 AND AUTHORIZING THE CITY MANAGER TO SIGN THE AMENDMENT TO AGREEMENT ON BEHALF OF THE CITY**

**WHEREAS**, the City of Benicia owns the Benicia Marina property and is required on an annual basis to maintain adequate navigational depths; and

**WHEREAS**, the City of Benicia leases the property to Benicia Harbor Corporation, a private corporation, that is responsible for the physical dredging operations in the marina; and

**WHEREAS**, the City of Benicia, as owner of the property, is responsible for maintaining the required permits from the State and Federal regulatory agencies; and

**WHEREAS**, the City of Benicia, under the Mutual Release and Settlement Agreement and Modification of Lease with Benicia Harbor Corporation, is required to obtain a Suitability Determination from the Dredged Material Management Office (DMMO) each year in accordance with laws, permits and approved engineering plans; and

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

**WHEREAS**, the City entered into a consulting agreement with Cullen-Sherry & Associates, Inc. on July 11, 2002 for dredge engineering services for the Benicia Marina; and

**WHEREAS**, a sole source purchase is appropriate because Cullen-Sherry is uniquely qualified to perform the services due to the relationship with Benicia Harbor Corporation as well as the long term history with the project; and

**WHEREAS**, staff recommends an amendment to agreement with Cullen-Sherry & Associates, Inc. for additional dredge engineering services for the 2015 and 2016 dredge episodes; and

**WHEREAS**, Cullen-Sherry & Associates, Inc. is the most capable in all material aspects to perform the contract requirements and is highly qualified to perform the dredge engineering services for the Public Works Department.

**NOW, THEREFORE, BE IT RESOLVED THAT** the City Council of the City of Benicia hereby approves an Amendment to Agreement for dredge engineering services for the Public Works Department with Cullen-Sherry & Associates, Inc. for a not-to-

exceed cost of \$99,930 from Acct. No. 060-8060-8106 and authorizes the City Manager to sign the Amendment to Agreement on behalf of the City, 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 17<sup>th</sup> day of November, 2015, and adopted by the following vote.

Ayes:

Noes:

Absent:

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

Attest:

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

\_\_\_\_\_  
Date

## SCOPE OF SERVICES

Cullen-Sherry & Associates, Inc. will provide the following tasks under this Task Order:

### **1. AFTER DREDGE ENGINEERING & REPORTING (2015 Episode): \$14,000**

- 1.1. Contract with Sea Surveyor to perform the after dredge bathymetric survey (soundings) of the Benicia Marina. Contract with Sea Surveyor (\$8,250)
- 1.2. Prepare an electronic 3D surface model of the dredge marina bottom using after dredge survey data and AutoCAD Civil 3D software. This surface model will be used to calculate dredged material during the episode. (\$1,900)
- 1.3. Prepare final after dredge plans and report depicting: (\$3,100)
  - *Locations of physical dredging.*
  - *Start and stop days of dredging operations.*
  - *Volumes of material physically dredged from the marina.*
  - *Volumes of dredgable material remaining in the dredge area of marina.*
- 1.4. Coordination with BHC, City of Benicia, and regulating agencies to close out episode. (\$750)

### **2. MASTER SAMPLING & ANALYSIS PLAN (12 YEAR MSAP) \$17,420**

- 2.1. Haley Aldrich, with support from Cullen-Sherry & Associates and Pacific EcoRisk, will prepare a 12-year MSAP. The MSAP will include a testing schedule that will set expectations for both the City and the DMMO over this 12-year planning period. Based on over 10 years of annual sediment quality evaluations that have consistently resulted in DMMO approvals for in-Bay disposal, the MSAP testing schedule will include a recommendation to prolong the period of time between full Tier III testing episodes. For the five years following the initial Tier III evaluation (i.e. years 2 through 6 of the planning period), Tier I testing exemption evaluations will be recommended with just confirmatory chemistry included for year 4. The testing evaluation schedule proposed for years 1 through 6 will then be repeated for years 7 through 12. The MSAP will include method descriptions for all currently required Tier III testing. Prior to each future dredge episode, a brief Episodic SAP (ESAP) will be prepared. The ESAP will include the most recent bathymetric survey and dredge volume estimates along with references to MSAP testing protocols when necessary. Once completed, the MSAP will be presented to the DMMO agencies. If new testing requirements arise during the 12-year planning period, an MSAP amendment will be prepared and likewise submitted to the DMMO. The MSAP will also include a discussion of any requirements necessary for approving a knock-down dredge episode.

Line-item descriptions and pricing is provided on **Exhibit 'B'** for all three types of evaluations (Tier III, Tier I and Tier I with confirmatory chemistry). A 10% price escalation is incorporated in the evaluation pricing every four years.

Task 2.1.1 – Prepare MSAP: (\$13,820)

Task 2.1.2 – DMMO Negotiation and Meeting: (\$1,800)

Task 2.1.3 – Project Management & Coordination: (\$1,800)

**3. TIER III FULL ENVIRONMENTAL SAMPLING AND TESTING \$43,460**

3.1. Pacific EcoRisk (PER) will manage the Tier III sediment quality evaluations, and Haley & Aldrich (H&A) will provide field support. An Episode sampling and analysis plan (ESAP) will be prepared and submitted to the DMMO. Following approval, the team will collect sediment samples in accordance with the approved MSAP using approved procedures and quality assurance measures. Sample composites will be created and submitted along with the reference sample to an accredited analytical chemistry laboratory. PER will keep a majority of each sample for biological testing and sample archival at their accredited bioassay laboratory. Z-layer samples will also be collected in case elevated contaminant concentrations are detected in the dredge-cut samples. Composite samples will be analyzed for contaminant concentrations, benthic toxicity and water column toxicity following existing regulatory guidance in accordance with the MSAP. If elevated contaminants are detected in any dredge-cut composite, chemical analysis of the Z-layer samples and/or bioaccumulation testing of the composite may be necessary. Costs for potential Z-layer chemistry and composite bioaccumulation testing are not included in the provided pricing. All bioassay and chemistry data will be evaluated for appropriate quality control, analyzed and interpreted. A comprehensive Sampling and Analysis Report (SAR) will then be prepared and the appropriate number of SAR copies will be provided to the DMMO and affiliated resource agencies for approval and suitability determination. Presentation of the SAR will then be made at the earliest possible DMMO meeting.

Task 3.1.1 – Prepare ESAP: (\$4,250)

Task 3.1.2 – Sample Collection: (\$9,600)

Task 3.1.3 – Chemical Analyses: (\$2,860)

Task 3.1.4 – Biological Analyses: (\$15,000)

Task 3.1.5 – Prepare and Present SAR: (\$8,750)

Task 3.1.6 – Project Management & Coordination: (\$3,000)

**4. BEFORE DREDGE SURVEY & ENGINEERING (2016 EPISODE): \$11,050**

4.1. Contract with Sea Surveyor to perform the before dredge bathymetric survey (soundings) of the Benicia Marina for the 2016 Dredge Episode. Contract with Sea Surveyor (\$8,250)

4.2. Prepare dredge plans and estimated dredge volumes using historic dredging data and 2015 after dredge survey. This plan will be submitted to the agencies, along with the Tier 3 report, for episode approval. No before dredge survey work is included in this scope of work. (\$1,700)

4.3. Project administration including coordination between and meetings with City of Benicia, Benicia Harbor Corporation and Regulators. (\$1,100)

**5. AFTER DREDGE ENGINEERING & REPORTING (2016 Episode): \$14,000**

5.1. Contract with Sea Surveyor to perform the after dredge bathymetric survey (soundings) of the Benicia Marina. Contract with Sea Surveyor (\$8,250)

5.2. Prepare an electronic 3D surface model of the dredge marina bottom using after dredge survey data and AutoCAD Civil 3D software. This surface model will be used to calculate dredged material during the 2016 dredge episode. (\$1,900)

5.3.Prepare final after dredge plans and report depicting: (\$3,100)

- *Locations of physical dredging.*
- *Start and stop days of dredging operations.*
- *Volumes of material physically dredged from the marina.*
- *Volumes of dredgable material remaining in the dredge area of marina.*

5.4.Coordination with BHC, City of Benicia, and regulating agencies to close out episode.  
(\$750)



**AGENDA ITEM**  
**CITY COUNCIL MEETING DATE - NOVEMBER 17, 2015**  
**CONSENT CALENDAR**

**DATE** : October 30, 2015  
**TO** : City Manager  
**FROM** : Public Works Director  
**SUBJECT** : **MONTHLY WATER UPDATE**

**RECOMMENDATION:**

Receive the City's water supply, customer usage, and conservation update.

**EXECUTIVE SUMMARY:**

Benicia's state-mandated water conservation target is 20%. Benicia already is ahead of state-mandated targets thanks to the community's water conservation efforts. Benicia has reduced its water use by 32.1% in the last 12 months compared to the 2013 baseline. In August, Benicia's water conservation rate was 34.9%, compared to the statewide average of 27%. In September, Benicia's water use was reduced by 31.6% compared to September 2013.

**BUDGET INFORMATION:**

No budget impacts are associated with this update.

**GENERAL PLAN:**

Relevant General Plan Goals:

- Overarching Goal of the General Plan: Sustainability
- Goal 2.36: Ensure an adequate water supply for current and future residents and businesses.

**STRATEGIC PLAN:**

Relevant Strategic Plan Issue and Strategy:

- Strategic Issue #1: Protecting Community Health and Safety
- Strategy #5: Promote community and personal health.

**BACKGROUND**

The City of Benicia has a population of approximately 28,000 people, 8,500 residential water meter service connections, and 1,000 commercial, industrial and institutional connections. The City purchases approximately 10,000 acre - feet or 3.3 billion gallons of water per year, and approximately half of this water is used at the Valero Benicia Refinery. The State Water Project (SWP) supplies 75% to 85% of the City's water from the Sacramento - San Joaquin Delta and the Solano Project (SP) supplies 15% to 25% of the City's water from Lake Berryessa. Lake Herman has historically been used as an emergency water supply and

temporary storage reservoir.

Allocations of water from the SWP have varied from 5% to 65%, with a 15-year average of 58% allocation. When the allocation exceeds 35%, then the City has an adequate water supply. Lake Oroville is 29% full and the current SWP allocation is 25%. The lowest recorded percentages of capacity in Lake Oroville were 26% in 1977, 31% in 2008 and 30% in 2014. On average, about 75% of the state's average annual precipitation falls between November and March.

The City has 3,100 acre-feet (AF) of a reliable SP water supply from various agencies. Approximately 13,000-AF of "banked" water in Lake Berryessa was available to the City in January 2015. Lake Berryessa is currently at 52% of its capacity, with 829,326-AF in storage. As of October, the City has 13,000-AF of SP water available. At the beginning of 2015, the City had 6,800-AF of SWP carryover water and was allocated 4,300-AF of Table A water. The City has used 3,396-AF of its carryover water, 504-AF of Settlement Water, the remaining 1,000-AF of its Mojave Water Bank supply, exchanged 211-AF for Vallejo Permit water, and has a balance of 7,704-AF of Table A and carryover water as of October.

The City is managing its water supply to maximize the use of the allocated State Water Project water, conserve Solano Project water that can be stored/banked in Lake Berryessa, maximize Lake Herman water storage and delivery, and make improvements to components of the water infrastructure to ensure reliability and redundancy. All of these efforts are intended to ensure, to the extent feasible, an adequate water supply through December 2018 in case the drought continues. A forecast of Benicia's water source supply through 2018 is attached.

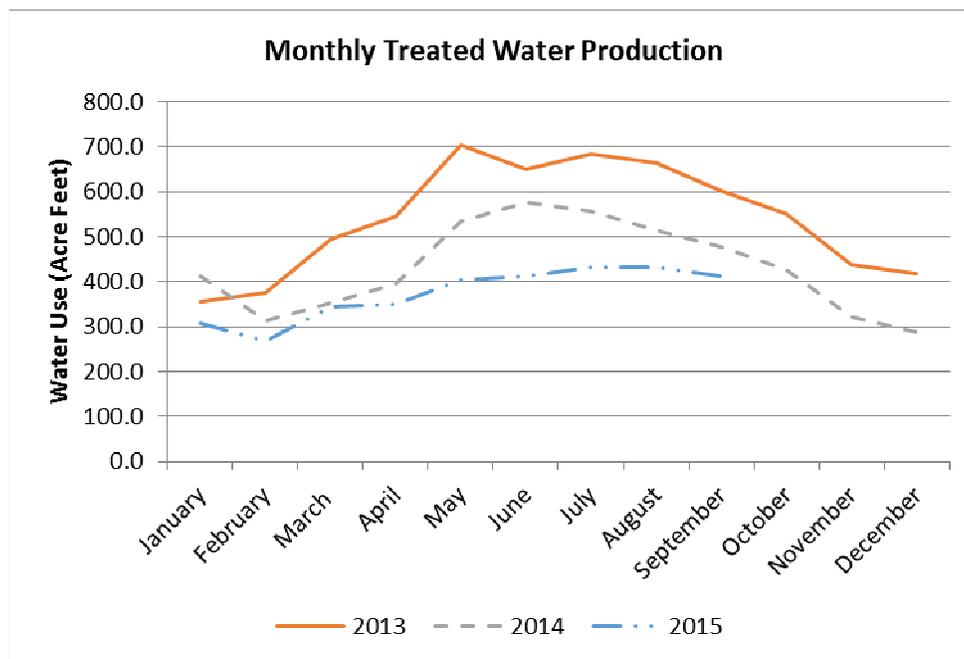
## MONTHLY WATER UPDATE

Table 1 and Graph 1 show the monthly treated water production through September. The 12-month cumulative water conservation is 32.1% (from October 2014 through September 2015 compared to the 2013 baseline) shows that the conservation efforts in 2015 are even better than in 2014.

**Table 1**  
**Monthly Treated Water Production Leaving the Water Treatment Plant**  
**(acre-feet)**

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
<b>2013</b>	354.8	375.6	494.1	546.0	703.4	648.5	682.5	662.9	601.8	551.8	438.5	419.2
<b>2014</b>	411.8	312.4	352.3	394.7	534.7	575.0	557.0	515.0	478.2	426.1	320.8	286.5
<b>2015</b>	308.8	268.4	345.0	351.1	402.6	413.6	431.5	431.6	411.7			
<b>2014 percent difference from 2013</b>	16%	-17%	-29%	-28%	-24%	-11%	-18%	-22%	-21%	-23%	-27%	-32%
<b>2015 percent difference from 2013</b>	-13%	-29%	-30%	-36%	-43%	-36%	-37%	-35%	-32%			

**Graph 1**  
**Monthly Treated Water Production Leaving the Water Treatment Plant**  
**(in acre-feet)**



## Residential Water Use

Monthly reports about residential customer water use are submitted to the State Water Resources Control Board (SWRCB.) Benicia's per capita water use was 87 gallons per person per day (GPPD) in August, compared to the statewide average of 102 GPPD, which is the latest information available. Note that various factors can affect the per capita water use comparison such as precipitation, temperature, population, socio-economic measures and even water prices.

Table 2 below shows Benicia's residential gallons per capita per day by month. These figures are calculated by multiplying the monthly treated water production by the residential percentage of treated water (54%), multiplying by a conversion factor of 325,851, dividing by Benicia's population (28,086) and then dividing by the number of days in the month.

**Table 2**  
**Residential – Gallons Per Capita Per Day (R-GPCD)**

Year	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
2013	72	84	100	114	147	135	138	134	126	112	92	85
2014	83	70	71	82	112	120	113	104	100	86	67	58
2015	62	60	70	73	81	86	87	87	86			

## Governor's April 1 Executive Order and State-Mandated Conservation Targets

On April 1, 2015, Governor Brown issued an Executive Order mandating a 25% reduction in water use for all urban water users from 2013 usage. The cuts apply to all California urban water suppliers, who are classified into tiers based on per capita water consumption with reduction targets for each agency ranging from 8% to 36% depending on the residential daily water use per person. On June 9, 2015 Benicia's water conservation standard (i.e. reduction target) was reduced from 28% to 20%. Benicia's target was adjusted after the City submitted revised gallon per person calculations that more accurately reflected water production in 2014 and complied with the Water Board's reporting requirements.

Benicia already is ahead of state-mandated conservation standard of 20% thanks to the community's water conservation efforts. In August, Benicia's water conservation rate was 34.9%, compared to the statewide average of 27%. Of the 406 California water suppliers that reported August data to the State, 291 suppliers (72%) met, or were within 1% of their conservation standard; 55 suppliers (14%) are between 1-5% of meeting their conservation standard; and 54 suppliers (13%) are between 5-15% of meeting their conservation standard; and six suppliers (1%) are more than 15% from meeting their conservation standard. The following table provides a summary of Benicia's water conservation enforcement actions, which are reported to the State:

**Table 3  
Water Conservation Enforcement Statistics**

<b>Monthly Enforcement Statistics</b>	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>Jun</b>	<b>July</b>	<b>Aug</b>	<b>Sep</b>
Water Waste Complaints	0	0	0	14	13	10	9	5	3
Contact Follow-ups	0	0	0	14	13	10	9	5	3
Warning Actions (door hangers)	1	4	10	16	1	3	0	2	0
Warning Letters	0	0	1	0	1	0	1	0	0
Penalties (fines issued)	0	0	0	0	0	0	0	0	0

**Current Water Portfolio**

Table 4 details the usage of all three water supplies in 2014 and 2015. SWP and SP water stored in Lake Herman is shown as negative. When water stored in Lake Herman is used to meet water demand, then it is shown as a positive. When rainfall runoff into Lake Herman is used, it is shown as "Lake Herman Supply"

**Table 4  
2014 and 2015 Source Water Usage  
(acre-feet)**

	<i><b>Total Raw Water Demand</b></i>	<i><b>State Water Project Supply</b></i>	<i><b>Solano Project Supply</b></i>	<i><b>Lake Herman Supply</b></i>	<i><b>Lake Herman Stored Water</b></i>
2014					
<b>2014 Total</b>	<b>9,954</b>	<b>6,785</b>	<b>2,138</b>	<b>1,031</b>	
2015					
January	<b>800</b>	147	0	653	
February	<b>679</b>	541	111	27	
March	<b>813</b>	27	724	62	
April	<b>787</b>	0	742	44	
May	<b>923</b>	489	453		(20)
June	<b>920</b>	1,126	0		(206)
July	<b>958</b>	1,062	0		(104)
August	<b>922</b>	860	0		63
September	<b>891</b>	835	0		76
<b>2015 Total</b>	<b>7,693</b>	<b>5,087</b>	<b>2,030</b>	<b>786</b>	<b>(191)</b>

Table 5 identifies the different accounts within the Benicia Water Supply Portfolio. The State Water Project water that the City is guaranteed comes from our "Table A" contract water (4,300-AF), the Carryover from previous years (6,800-AF), and the remaining water banked with the Mojave Water Agency (1,000-AF). Solano County Water Agency has approved the exchange between Benicia and Vallejo to trade a portion of Benicia's Carry-over water for Vallejo's Permit Water, at a 1:2 ratio. Vallejo's Permit Water originates from the same source as the North Bay Aqueduct, and can be described as a "use it or lose it" water each calendar year. This exchange with Vallejo can only occur while Vallejo has access to its Permit Water.

**Table 5**  
**Benicia Water Portfolio for 2014, 2015 and 2016**  
**(acre-feet)**

<b>Water Source</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>
SWP - Table A Allocation	860	4,300	860 <sup>1</sup>
SWP- Advanced Table A	0	?	?
SWP – Carryover	9,396	6,800	6,075
SWP - Article 21	0	?	?
Vallejo Permit Water Exchange	588	211 <sup>2</sup>	500 <sup>2</sup>
SWP - Settlement Water	1,580	504	?
SWP - Mojave Water Agency Bank	1,000	1,000	0
SWP - Yuba Accord Water	266	?	?
SWP-NOD Allocation	0	?	?
<b>State Water Project Sub-Total</b>	<b>13,690</b>	<b>12,815</b>	<b>7,435</b>
SP - Vallejo 1962 Agreement	1,100	1,100	1,100
SP - SID 2009 Agreement	2,000	2,000	2,000
SP - Vacaville Purchase (July & Dec)	4,000	0	?
SP- Vallejo Exchange (Sept 2014)	166	?	?
SP-Total Carryover	4,697	9,942	13,709
<b>Solano Project Sub-Total</b>	<b>11,963</b>	<b>13,042</b>	<b>16,809</b>
<b>Lake Herman - Projected Supply</b>	<b>1,590</b>	<b>750</b>	<b>750</b>
<b>Grand Total</b>	<b>27,243</b>	<b>26,607</b>	<b>24,994</b>

<sup>1</sup> Assuming the worst case scenario of receiving only 5% of our Table A Allocation.

<sup>2</sup> Assuming that we can exchange SWP Carryover water for Vallejo's Permit Water.

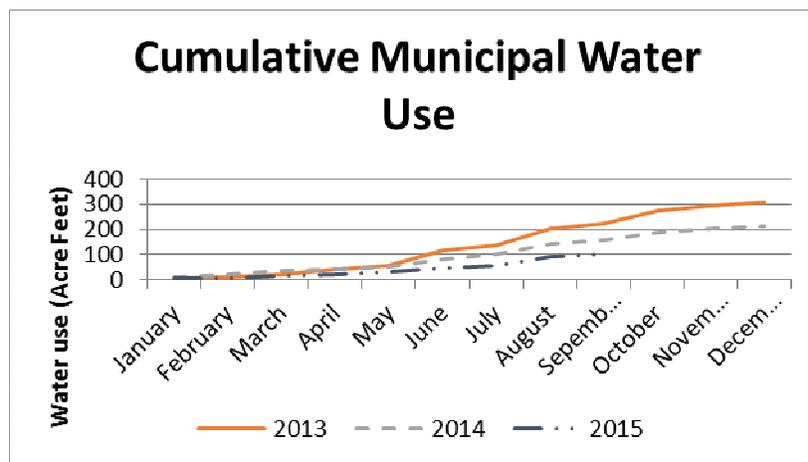
### Municipal (City Facilities) Water Use

Table 6 and Graph 2 show the amount of water the City municipal meters have used during this same period. A total of 308 acre-feet were used in 2013 and 212 acre-feet were used in 2014, which is a 31% annual reduction. Major sources of reductions are reduced watering at City parks and the in-plant recycled water project at the Wastewater Treatment Plant. The in-plant recycled water project at the Wastewater Treatment Plant saved an average of 27,366 gallons per day for the month of September, this is a 98.5% water reduction from 2013 (comparing September 2015 and September 2013 billing units.)

**Table 6**  
**City Facilities Metered Water Use**  
**(acre-feet)**

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
<b>2013</b>	8.8	2.3	10.0	18.9	17.9	57.5	22.9	63.3	21.7	50.6	17.8	16.2
<b>2014</b>	10.0	13.6	11.8	4.8	12.5	26.8	22.1	40.3	17.6	30.8	14.1	7.4
<b>2015</b>	4.9	1.6	8.9	6.6	9.8	15.9	10.4	33.1	11.6			
<b>2014 percent difference from 2013</b>	14%	491%	18%	-75%	-30%	-53%	-4%	-36%	-19%	-39%	-21%	-54%
<b>2015 percent difference from 2013</b>	-44%	-30%	-11%	-65%	-45%	-72%	-55%	-48%	-47%			

**Graph 2**  
**Cumulative City Facilities Metered Water Use**  
**(acre-feet)**



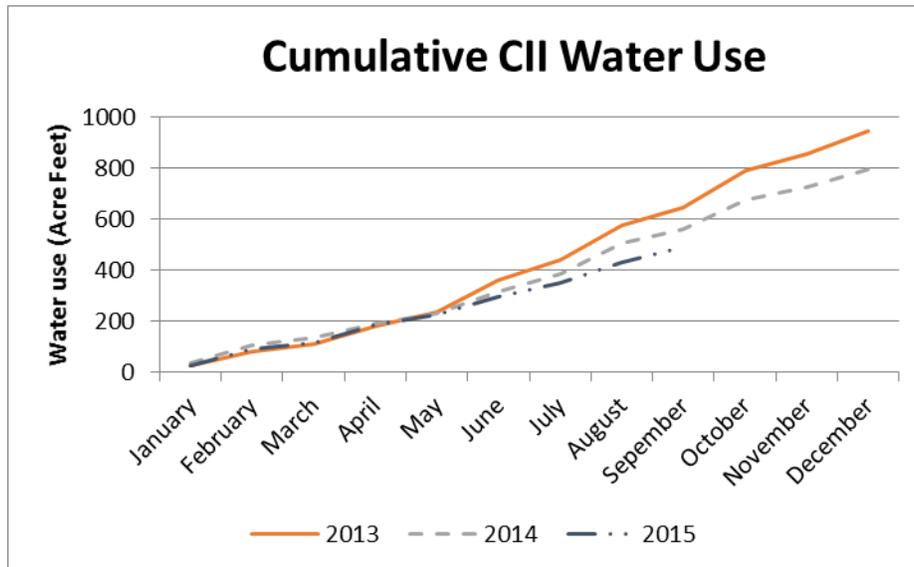
### Commercial/Industrial/Institutional (Businesses) Water Use

Table 7 and Graph 3 show the amount of water the Commercial/Industrial/Institutional customers (i.e. includes businesses, schools and churches, but not City facilities) have used during this same period. A total of 945 acre-feet were used in 2013 and 794 acre-feet were used in 2014, which is a 16% annual reduction.

**Table 7**  
**Commercial/Industrial/Institutional (CII) Metered Water Use**  
**(acre-feet)**

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
<b>2013</b>	27.5	51.1	34.2	69.6	53.5	124.1	78.4	135.1	72.4	146.5	65.2	87.7
<b>2014</b>	34.1	72.6	27.4	57.6	37.3	88.4	69.2	117.7	57.0	116.8	50.0	66.2
<b>2015</b>	24.7	67.2	24.5	67.1	40.5	72.9	54.6	79.4	60.0			
<b>2014 percent difference from 2013</b>	24%	42%	-20%	-17%	-30%	-29%	-12%	-13%	-21%	-20%	-23%	-25%
<b>2015 percent difference from 2013</b>	-10%	32%	-28%	-4%	-24%	-41%	-30%	-41%	-17%			

**Graph 3**  
**Cumulative Commercial/Industrial/Institutional (CII) Metered Water Use**  
**(in acre-feet)**



### **Solano County Turf Replacement Program Update**

The Solano County Water Agency (SCWA) has administered a turf-replacement program since 2010 using state Proposition 84 grant funding that provides rebates to residents who replace their water thirsty lawn with drought-tolerant landscaping. This program has reimbursed a property owner \$1.00 per square foot, up to \$1,000 per project.

As of September 19, 2015, SCWA has used its entire grant funding for the turf replacement rebates and no new applications are being accepted at this time. SCWA staff plans to ask the Board for more funding at the November 2015 SCWA Board of Directors meeting.

On August 18, 2015, the Community Sustainability Commission recommended and City Council approved allocating \$60,000 to provide \$0.50 per square foot for Benicia turf replacement projects. It is expected to receive this grant check and forward it to SCWA in November.

SCWA will either offer Benicia residents that are new to the turf replacement program with a \$0.50 per square foot rebate or \$1.50 per square foot rebate depending on whether the SCWA Board approves additional funding in November for the customary \$1.00 per square foot rebate.

### **State's Save Our Water Rebate Program**

The Department of Water Resources (DWR) now offers turf replacement rebates as part of its Save Our Water Rebate Program. Unfortunately, Benicia customers do not qualify for this rebate. Per the State's terms of eligibility, item 19, "Applicants residing in the service area of agencies that have had turf rebate programs in 2014 or 2015 that offered \$2 per square foot or more are not eligible regardless of whether or not applicant received any funds." Because Benicia had turf replacement programs offering \$2 per square foot during 2014 and 2015, Benicia residents are not eligible for the state program. In 2014, Solano County Water Agency offered a \$1 per square foot program, which was supplemented by the City of Benicia with an additional \$1 per square foot.

## Water Conservation Program Statistics

The Table below shows the number of Benicia residents that took advantage of the various water conservation rebates and surveys the City offers through its partnership with Solano County Water Agency.

**Table 8  
Water Conservation Program Statistics**

Water Conservation Programs	2007	2008	2009	2010	2011	2012	2013	2014	2015	Totals
High Efficiency Washer Rebates	90	220	387	54	46	76	95	126	75	<b>1169</b>
High Efficiency Toilet Rebates (program discontinued)	3	55	75	139	56	74	130	197	14	<b>743</b>
SCWA Residential Surveys			138	143	61	143	65	55		<b>605</b>
Turf Replacement Rebates					2	5	14	81	76	<b>132</b>
Commercial/Industrial/Institutional High Efficiency Toilet Rebates		99				300				<b>399</b>

## Water Leak Detection

The City's leak detection contractor, Utility Services Association, conducted their work between April 29, 2015 and August 28, 2015. The firm searched for water leaks on 125 miles of pipeline throughout the City. The leak detection contractor found a total of 49 water leaks, six of which were significant leaks estimated at over five gallons of water loss per minute. Of the 49 water leaks, eight were on the customer side of the water meter and those customers have been notified. Of the 41 leaks that the City is responsible for, 22 repairs have been repaired to date and 17 remain and are planned to be repaired. Public Works Maintenance staff prioritized the needed repairs and repaired the largest leaks first.

Table 9 below shows the City's leak repair history. The Public Works Department goal for Fiscal Year 2015/16 is to repair 150 leaks. So far in 2015, the Department is off to a good start. The leak volumes are in gallons per month.

**Table 9  
Leak Repairs**

WATER LEAK REPAIRS - 2013													
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YEAR END TOTALS
Main	0	1	1	1	3	0	2	0	1	2	10	2	23
Service Lateral	10	12	10	5	3	5	7	5	4	5	5	5	76
<b>Total Water Calls</b>	<b>10</b>	<b>13</b>	<b>11</b>	<b>6</b>	<b>6</b>	<b>5</b>	<b>9</b>	<b>5</b>	<b>5</b>	<b>7</b>	<b>15</b>	<b>7</b>	<b>99</b>
<b>Leak Volume</b>	<b>228960</b>	<b>135360</b>	<b>1287776</b>	<b>1938075</b>	<b>566187</b>	<b>45361</b>	<b>37890</b>	<b>12525</b>	<b>65294</b>	<b>60531</b>	<b>14957</b>	<b>138</b>	<b>4393054</b>

<b>WATER LEAK REPAIRS - 2014</b>													
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YEAR END TOTALS
Main	2	1	0	0	2	2	2	1	3	4	2	2	21
Service Lateral	4	2	0	5	6	3	9	13	8	4	8	6	68
<b>Total Water Calls</b>	<b>6</b>	<b>3</b>	<b>0</b>	<b>5</b>	<b>8</b>	<b>5</b>	<b>11</b>	<b>14</b>	<b>11</b>	<b>8</b>	<b>10</b>	<b>8</b>	<b>89</b>
<b>Leak Volume</b>	<b>3835</b>	<b>3664</b>		<b>8170</b>	<b>19441</b>	<b>5803</b>	<b>5164</b>	<b>47982</b>	<b>251550</b>	<b>133475</b>	<b>13123</b>	<b>6096</b>	<b>498303</b>

<b>WATER LEAK REPAIRS - 2015</b>													
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YEAR END TOTALS
Main	1	2	1	2	2	2	2	6	3				21
Service Lateral	6	6	9	5	5	11	10	11	7				70
<b>Total Water Calls</b>	<b>7</b>	<b>8</b>	<b>10</b>	<b>7</b>	<b>7</b>	<b>13</b>	<b>12</b>	<b>17</b>	<b>10</b>				<b>91</b>
<b>Leak Volume</b>	<b>6581</b>	<b>35411</b>	<b>45159</b>	<b>145730</b>	<b>16737</b>	<b>25428</b>	<b>106555</b>	<b>27790</b>	<b>305478</b>				<b>714869</b>

### **Water Meter Replacement & Advanced Metering Infrastructure Improvement Project**

The Public Works Department distributed a "Request for Proposal" to select a contractor to manage and assist the City in designing, financing, and constructing the Water Meter Replacement/Advanced Metering Infrastructure (AMI) Project. City Council will be asked to decide on the award of contract at the December 1 City Council meeting. Siemens Industry was selected as the Project Manager based on their ability to manage the entire project from implementation to meter data integration, and to offer consultation on the best financing package available. If the project is awarded, the contractor will begin work in December 2015 and will assess the condition of the existing water metering system by conducting an Investment Grade Audit in January 2016.

The Investment Grade Audit will determine if the meter replacement project is financially feasible. If it is, then City staff will decide the choice of water meter and AMI system in January 2016. The cost of these two phases is approximately \$128,600 and will determine how the City will finance the entire project. If the project receives funding, water meter replacement and AMI deployment will occur after the City Council has considered the revised water rates in the spring of 2016. Full integration of the AMI system with the City's Tyler Munis Enterprise Resource Program software is scheduled for the winter of 2016.

## Water Reuse Project

The purpose of this project is to reduce the City's demand for water by approximately 20%, which would increase water supply reliability. Progress on the Brown and Caldwell (BC) feasibility study during September and October 2015 is summarized by task in the following table. The project is currently on schedule and within budget.

Task	Accomplished in September and October	Work planned for next period
A1. Current information	Collect existing information on WWTP processes and flows and refinery cooling tower systems.	Completed
A2. Supply and demand	Collect information on flows, including variability over time.	City, Valero, and BC staff to meet on 11/2 to determine volume of recycled water to be produced.
A3. Water Quality	<ul style="list-style-type: none"> <li>• Initial meeting on 9/4 with City, Valero and BC staff to establish provisional water quality criteria.</li> <li>• Intensive laboratory study to characterize WWTP began 9/14.</li> <li>• Ion Chromatograph purchased and put into operation.</li> <li>• Started investigation into sources of chloride in wastewater collection system</li> </ul>	City, Valero, and BC staff meet on 11/9 to review data from study and refine water quality criteria in light of review of cooling tower construction materials.
A4. Conveyance	<ul style="list-style-type: none"> <li>• Above grade pipe racks site visit</li> </ul>	<ul style="list-style-type: none"> <li>• Site visit to empty storage tank.</li> <li>• Selection of pipeline alignment in December.</li> </ul>
A6. Financing	<ul style="list-style-type: none"> <li>• City and BC staff met with SWRCB Financial Assistance staff on 10/6</li> <li>• Basic grant package completed and submitted</li> </ul>	<ul style="list-style-type: none"> <li>• CEQA work will begin after pipeline alignment is selected.</li> </ul>

The supply and demand analysis will determine the extent to which there is a match between the City's available wastewater flows and the Valero Benicia Refinery's (Valero) need for cooling tower makeup water. If there is excess wastewater available, additional recycled water customers could be served. If there are periods with insufficient wastewater flow available, recycled water may need to be blended with raw water at the refinery. Both the Wastewater Treatment Plant (WWTP) and Valero's cooling tower flows have seasonal variability.

An initial water quality criteria meeting was held on September 4, 2015 with City, Valero, and BC staff. This meeting included well-known metallurgist Paul Puckorius, a subcontractor for BC, who has worked on numerous projects involving reuse of municipal wastewater for refinery cooling towers. He pointed out some of the benefits of recycled water, one of which is that it is filtered and virtually free of solids, which could result in reduced treatment costs for the refinery compared to the current use of unfiltered raw water. On the other hand, recycled water has higher levels than raw water of corrosive ions such as chloride (salt), which may require increased treatment costs. The meeting did not establish provisional criteria for chloride pending a review of the materials of construction used in the refinery's cooling tower systems, especially components made of stainless steel, which can be subject to corrosion at high chloride levels.

The September 4 water quality meeting also confirmed the design for a year-long study of the City's WWTP processes, which began on September 14. The effluent characterization study involves sampling WWTP effluent three times per week for laboratory analysis of multiple parameters. The City and Valero are performing 85% of the analyses in-house, with Valero's laboratory making an in-kind contribution by performing approximately \$23,000 worth of analyses for metals and Total Organic Carbon. On 10/19, City Laboratory staff began an additional 14-day study involving sampling at multiple points within the WWTP and analysis of filtered and unfiltered samples to provide data to BC engineers to be used in designing treatment alternatives.

The ion chromatograph (IC) laboratory instrument previously approved by the City Council has been acquired, put into operation, and is producing data for these studies. Chloride is one of the parameters analyzed by IC, and results so far raise concern that its levels may be near the upper limits of acceptable water quality. Having an in-house IC has allowed City staff to begin an investigation of chloride sources, starting with analyzing samples from all 26 of the City's wastewater lift stations. Several hotspots were identified and are being investigated. Once chloride is dissolved in water, it can only be removed with expensive treatment technologies like reverse osmosis, so identification and control of chloride sources will be required in the event that reductions in chloride levels in WWTP effluent are necessary.

On October 6, City and BC staff met with SWRCB staff from the Division of Financial Assistance. SWRCB staff included the division manager, Dan Newton, as well as staff who will be reviewing the technical, environmental, and financial components (packages) of the grants and loan applications for the Water Reuse Project. They indicated that, if the City can adhere to the proposed schedule, the chances were good of qualifying for a Proposition 1 grant covering 35% of the construction costs.

The next steps in the project include a review of water quality data and criteria on November 9, identification of the preferred pipeline alignment, and a public outreach workshop to inform and engage members of the public, tentatively scheduled for December. Much of the environmental review will involve the impacts of the selected pipeline alignment, so those two steps comprise the critical path that will determine the final project schedule.

Attachments:

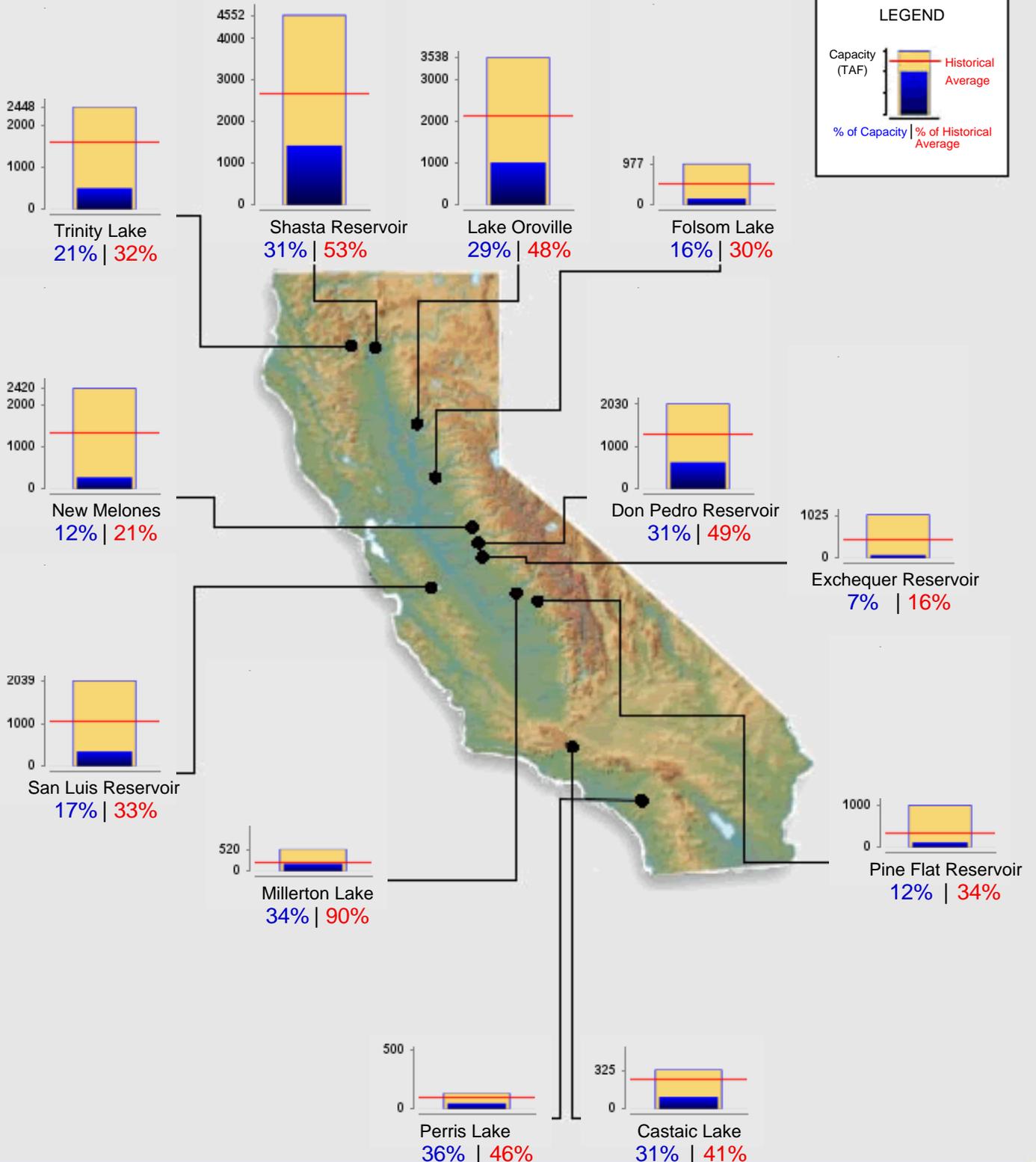
- DWR Reservoir Conditions
- SCWA Weekly Report and Lake Berryessa Storage Graph
- Supply and Demand Forecast through 2018



# Reservoir Conditions

Ending At Midnight - October 27, 2015

## CURRENT RESERVOIR CONDITIONS





**SOLANO COUNTY WATER AGENCY**  
**WEEKLY REPORT**

**For Week Ending Sunday, October 18, 2015**

**Last Updated: Tuesday, October 20, 2015**

**SOLANO PROJECT**

Lake Berryessa Surface Elevation	<b>396.78</b> ft (top of Glory Hole is 439.96 ft)
Surface Elevation Changes from <b>10/1/2015</b>	<b>-0.63</b> ft
Lake Berryessa Storage (acre-feet)	<b>829,326</b> AF (Max 1.6 Million AF)
Storage Changes from <b>10/1/2015</b>	<b>-9,093</b> AF
Lake Berryessa % Capacity	<b>51.83%</b>
Distance to Glory Hole	<b>43.18</b> feet <b>BELOW</b>
Decrease from High Point	<b>232,821</b> AF (Lake high of 1,062,147 on 02/26/2015)
Putah Creek Releases	<b>39.00</b> cfs
Putah Creek Flood Releases	<b>0.00</b> cfs

Operating to October I-80 requirement of 5 cfs. Minimum release at Diversion Dam for October is 20 cfs.

**NORTH BAY AQUEDUCT**

***Current Allocations of Contract Amount***

Allocation increased to 25% on January 15, 2015  
Initial allocation for 2015 is 10% on December 1, 2014

*Delta Conditions: Balanced conditions effective March 16. Term 91 was imposed on April 30.*

**Flows for the week of 10/11/2015 to 10/18/2015 (units are in CFS)**

<b>Monday</b>	<b>51</b>
<b>Tuesday</b>	<b>62</b>
<b>Wednesday</b>	<b>68</b>
<b>Thursday</b>	<b>74</b>
<b>Friday</b>	<b>71</b>
<b>Saturday</b>	<b>65</b>
<b>Sunday</b>	<b>60</b>

<b>RAINFALL</b>			
<b>Lake Solano</b>		<b>Lake Berryessa</b>	
10/01/2015	0.01	10/01/2015	0
10/02/2015	0.03	10/02/2015	0.62
10/04/2015	0.04	10/04/2015	0
10/17/2015	0.01	10/17/2015	0
10/18/2015	0.05	10/18/2015	0.01
10/19/2015	0.09	10/19/2015	0.69
Annual Rainfall Average	Year to Date Rainfall Total	Annual Rainfall Average	Year to Date Rainfall Total
22.56	0.23	24.19	1.32

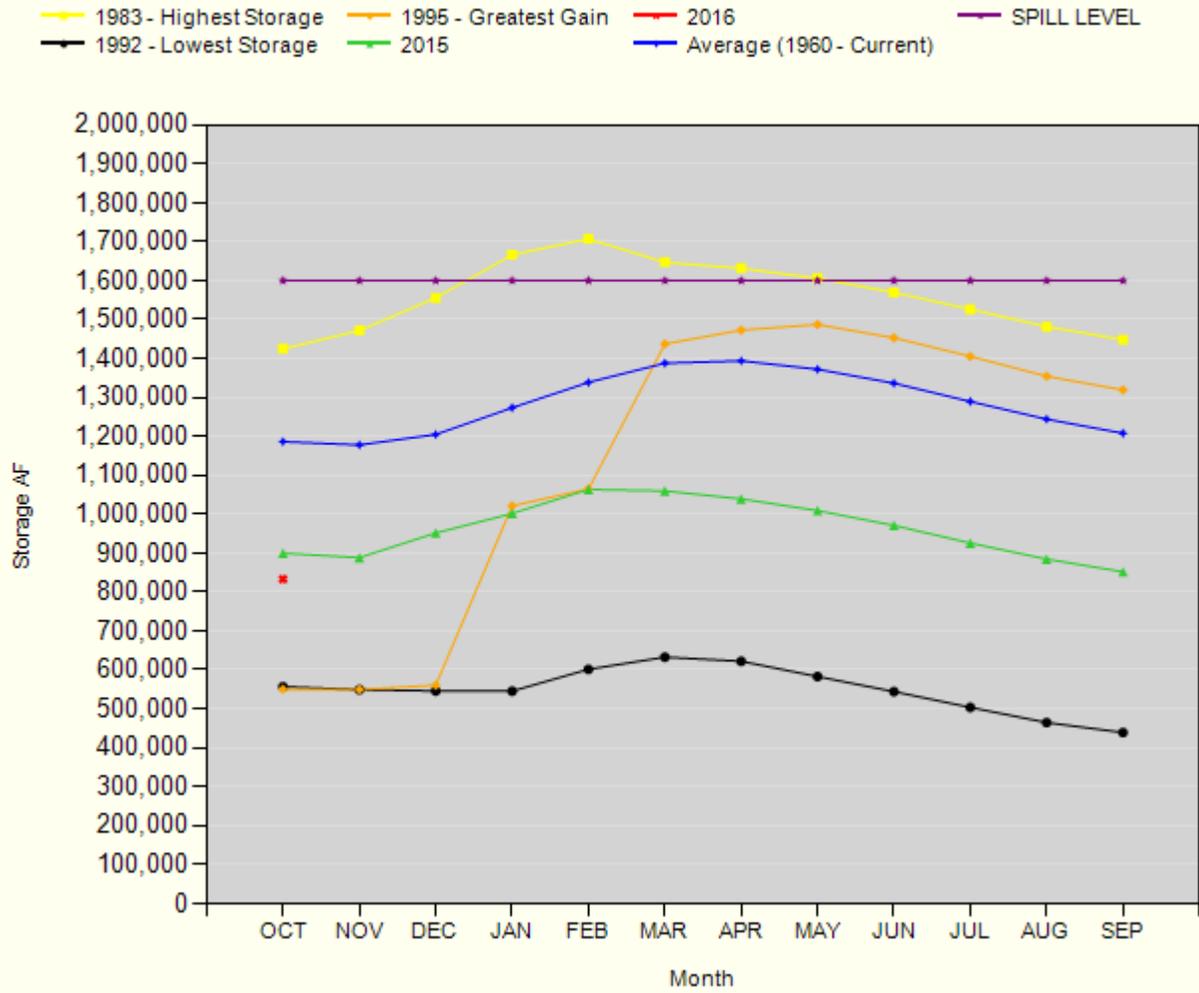
**GENERAL MANAGER'S NOTES**

Next Advisory Commission meeting will be **October 28 at 12:30 PM at SCWA Office.**

The next SCWA Board Meeting will take place on **November 12, at 6:30 PM at SCWA Board Room.**

The next Flood Control Advisory Committee Meeting will be on **December 3, at 6:00 PM at SCWA Office.**

### Lake Berryessa Storage





## 2014 - 2018 Supply versus Demand Table

<b>Last Update October 6, 2015</b>	<b>2015 Available Water Supply (AF) <sup>1, 3, 4, 5 &amp; 6</sup></b>	<b>2015 New Water Supply</b>	<b>2015 Projected Water Usage (AF)</b>	<b>2016 Available Water Supply (AF) <sup>1 &amp; 7</sup></b>	<b>2016 New Water Supply</b>	<b>2016 Projected Water Usage (AF)</b>	<b>2017 Available Water Supply (AF) <sup>1 &amp; 7</sup></b>	<b>2017 New Water Supply</b>	<b>2017 Projected Water Usage (AF)</b>	<b>2018 Available Water Supply (AF) <sup>1 &amp; 7</sup></b>
<b>State Water Project</b>	6,800	5,804	6,711	5,893	860	5,384	1,369	860	860	1,369
<b>Solano Project Water</b>	13,091	3,100	2,482	13,709	3,100	4,075	12,734	3,100	8,525	7,309
<b>Lake Herman</b>	750	850	917	750	452	452	750	526	526	750
<b>Total Water Supply (AF)</b>	<b>20,641</b>		<b>10,110</b>	<b>20,352</b>		<b>9,007</b>	<b>14,853</b>		<b>9,911</b>	<b>9,428</b>
<b>Municipal &amp; Industrial - RW</b>			4,952			4,968			4,968	
<b>Valero Industrial - RW</b>			4,994			4,943			4,943	
<b>Total Water Demand (AF)</b>			9,946			9,911			9,911	

<sup>1</sup> Assumes 750-AF of runoff into Lake Herman from winter rains

<sup>2</sup> Includes purchase of 4,000 AF of Solano Project Water from Vacaville

<sup>3</sup> Includes reclassification of carryover to settlement water

<sup>4</sup> Includes the transfer of 1000-AF of Mojave banked water in 2015

<sup>5</sup> Includes transfer of 166-AF of Vallejo SP carryover in 2014

<sup>6</sup> Includes exchange of 197-AF of Vallejo Permit water in 2015

<sup>7</sup> Assumes 5% Allocation of SWP



**AGENDA ITEM**  
**CITY COUNCIL MEETING DATE - NOVEMBER 17, 2015**  
**BUSINESS ITEMS**

**DATE** : October 22, 2015  
**TO** : City Manager  
**FROM** : Community Development Director  
**SUBJECT** : **CITY OF BENICIA COMMITMENT TO COMPACT OF MAYORS**

**RECOMMENDATION:**

By motion, authorize the Mayor to join the Compact of Mayors.

**EXECUTIVE SUMMARY:**

The Compact of Mayors is a global coalition of mayors and city officials who have committed to reduce city-level greenhouse gas emissions, reduce vulnerability to climate change and enhance resilience as demonstrated through transparent tracking of progress. The program recognizes the efforts of local leaders to fight and adapt to climate change, provides an avenue to establish a data collection standard, and publicly recognizes local action. The long-term focus of the program is on establishing targets and reporting progress on an annual basis. Participation in the Compact of Mayors is voluntary.

**BUDGET INFORMATION:**

Participation in the Compact of Mayors will not require a direct financial commitment. Reporting is expected to require approximately four hours of dedicated staff time annually. All activities to be reported are already being accomplished as part of Council-directed tasks.

**GENERAL PLAN:**

The General Plan does not contain any goals or policies related to management of climate change or climate adaptation planning; however, participation in the Compact of Mayors is consistent with an overall theme of the Plan relating to environmental stewardship and sustainability.

**STRATEGIC PLAN:**

Participation in the Compact of Mayors supports implementation of Strategic Plan Issue #2, Protecting and Enhancing the Environment, as well as the following strategies:

- Reduce greenhouse gas emissions and energy consumption
- Pursue and adopt sustainable practices

## **BACKGROUND:**

The Compact of Mayors is a global coalition of over 200 mayors and city officials, who have committed to reduce city-level greenhouse gas emissions, reduce vulnerability to climate change and enhance resilience as demonstrated through transparent tracking of progress. The program, which recognizes the efforts of local leaders to fight and adapt to climate change, provides an avenue to establish a data collection standard and publicly recognize local action. Participation in the Compact of Mayors is voluntary; within the Bay Area, current participants include the cities of San Francisco, Oakland, San Jose and Richmond. Benicia is particularly well-suited to participation in the Compact of Mayors due to its long-standing commitment to sustainability as demonstrated through the Climate Action Plan (CAP), numerous implementation activities, ongoing Greenhouse Gas emission reporting, and preparation of the updated Local Hazards Mitigation Plan and new Climate Adaptation Plan.

Joining the Compact of Mayors advances CAP Objective EO-1 (Increase Public Awareness and Education about Climate Change) and is compatible with the overall intent of the plan. The Compact of Mayors requires a Greenhouse Gas (GHG) Emissions Inventory and certain actions that are already being implemented by the CAP coordinator, either directly in relation to the CAP Objectives or at the direction of the City Council. These include following GHG reduction targets:

### CAP Objectives

E-1 Increase Power Plant Efficiency 10% by 2020

T-1 Reduce Municipal Fleet Related Emissions 20% by 2020

T-2 Reduce Municipal Transportation Infrastructure Related Emissions 50% by 2020

T-4 Increase Public Transit Ridership 10% by 2020

T-5 Reduce Benicia Breese Vehicle Emissions 50% by 2020

T-7 Increase carpooling to 15% of mode share by 2020

B-1 Increase Building and Energy Efficiency in Municipal Buildings by 10% by 2020

B-2 Increase Building Efficiency by 20% in New Residential Construction by 2020

B-3 Reduce Energy Use by 20% in Single and Multi-Family Residential by 2020

B-4 Green 30% of Historic Structures by 2020

IC-1 Reduce Energy Consumption in Industrial and Commercial Buildings by 2020

IC-2 Increase Operational Efficiency 20% by 2020

P-2 Reduce Emissions from [City's] Maintenance Equipment 50% by 2020

P-3 Reduce Emissions from [City's] Maintenance Vehicles 50% by 2020

In addition, the Hazards Reporting and Vulnerability Assessment (completed in 2014), and Climate Adaptation Plan (presently underway) would also satisfy the Compact's reporting requirements.

As noted, the Compact of Mayors sets objectives that align with the City's ongoing efforts. The long-term focus of the program is on establishing targets and reporting progress on an annual basis. As a result, participation in the Compact of Mayors would involve about four hours per year of additional staff time outside of other ongoing sustainability work. It requires that the City document:

- The greenhouse gas emissions inventory for Benicia consistent with the Global Protocol for Community-Scale Greenhouse Gas Emission Inventories (GPC). *This is the protocol we have used and will be using for our GHG inventories.*
- The climate hazards faced by Benicia. *This will be addressed by the Adaptation Plan currently being developed.*
- Benicia's target to reduce greenhouse gas emissions. *The City has already established targets for greenhouse gas emissions.*
- The climate vulnerabilities faced by Benicia. *The Vulnerability Assessment is completed and is being used to inform the Adaptation Plan.*
- Benicia's plans to address climate change mitigation and adaptation. *These topics are addressed in the CAP and Adaptation Plan.*

Staff notes that there is no penalty for not achieving targets, or for failing to report the City's progress.

Attachments:

- Template Commitment Letter
- Guide to Compliance
- Definition of Compliance
- Frequently Asked Questions



Compact of Mayors

<<DD/MM/YYYY>>

Dear Compact of Mayors Secretariat,

I hereby declare the intent of the city of <<name of city>> to comply with the Compact of Mayors, the world's largest cooperative effort among mayors and city leaders to reduce greenhouse gas emissions, track progress, and prepare for the impacts of climate change.

The Compact of Mayors has defined a series of requirements that cities are expected to meet over time, recognizing that each city may be at a different stage of development on the pathway to compliance with the Compact.

I commit to advancing the city of <<name of city>> along the stages of the Compact, with the goal of becoming fully compliant with all the requirements within three years. Specifically, I pledge to publicly report on the following within the next three years:

- The greenhouse gas emissions inventory for our city consistent with the Global Protocol for Community-Scale Greenhouse Gas Emission Inventories (GPC), within one year or less
- The climate hazards faced by our city, within one year or less
- Our target to reduce greenhouse gas emissions, within two years or less
- The climate vulnerabilities faced by our city, within two years or less
- Our plans to address climate change mitigation and adaptation within three years or less

Yours Faithfully,

<<Signature>>

<<Name>>

<<Position>>

<<City>>





# COMPACT *of* MAYORS

C4O  
CITIES

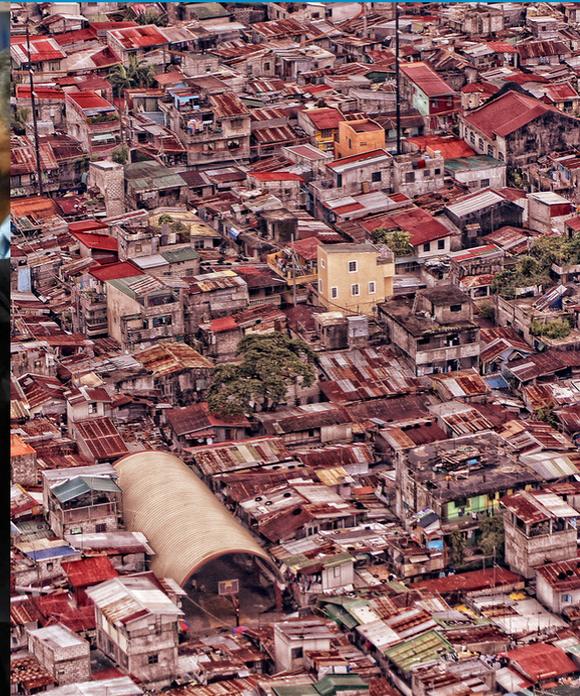
I.C.L.E.I.  
Local  
Governments  
for Sustainability

UCLG  
United Cities  
and Local Governments

MICHAEL R.  
BLOOMBERG

UN Secretary-General's Special Envoy  
for Cities and Climate Change

UN HABITAT  
FOR A BETTER URBAN FUTURE



VIII.A.7



## SITUATION ANALYSIS

**Cities around the world are already acting**—many in very significant ways—to reduce emissions and adapt to climate change, but their progress too often goes unrecognized and is not measured or reported consistently. Sharing the impact of these current efforts and catalyzing new action is imperative, in part because a new climate change agreement will soon be negotiated in Paris.

In Paris in December 2015, the United Nations will hold its 21st annual Conference of the Parties (COP 21), with the aim of achieving a universal agreement on climate among nation states.

**Real momentum can occur only when nations and cities collaborate.**

**Cities have an enormous opportunity** to make even more of an impact. The potential impact of cities taking climate action in three sectors alone—buildings, transportation and waste—would make an impact greater than the total emissions of the United States and the 28 member states of the European Union combined.



# WHAT IS THE COMPACT OF MAYORS?

The Compact of Mayors is a global coalition of mayors and city officials committing to reduce local greenhouse gas emissions, enhance resilience to climate change and track their progress publicly. It is an agreement by city networks – and then by their members – to fight climate change in a consistent and complimentary manner to national efforts.

- The Compact collects the significant climate action data that cities are already reporting in a consistent, transparent manner and makes that data available in a single place.
- The Compact builds on existing cooperative efforts, partnering with other initiatives to better measure and communicate the impact of city action.
- The Compact represents the greatest opportunity to bring attention to, and quantify, city action, both in the lead-up to Paris and beyond.



# THE HISTORY OF THE COMPACT OF MAYORS

The Compact of Mayors was launched at the 2014 United Nations Climate Summit. It was formed by:

- UN Secretary-General Ban Ki-moon
- Michael R. Bloomberg, U.N. Secretary-General's Special Envoy for Cities and Climate Change
- ICLEI-Local Governments for Sustainability (ICLEI)
- C40 Cities Climate Leadership Group (C40)
- United Cities and Local Governments (UCLG)
- United Nations Human Settlements Programme (UN-Habitat)

The Compact of Mayors was formally signed into action in September 2014 with a statement that read in part:

"The Compact of Mayors is an agreement by city networks—and then by their members—to undertake a transparent and supportive approach to reduce city-level emissions, to reduce vulnerability and to enhance resilience to climate change, in a consistent and complimentary manner to national level climate protection efforts. The Compact of Mayors builds on the ongoing efforts of Mayors that increasingly set ambitious, voluntary city climate commitments or targets for greenhouse gas (GHG) emissions reduction and to address climate risk; report on progress towards achieving those targets by meeting robust, rigorous and consistent reporting standards (as established through City Networks); and make that information publicly available by reporting through a recognized city platform."



# WHY COMMIT TO THE COMPACT OF MAYORS?

Compact of Mayors benefits:

- New and widespread recognition of innovative and impactful city action already underway for years
- Platform to demonstrate commitment to be part of the global solution
- Consistent, standardized and reliable assessment of city impact and progress toward meeting commitments
- Evidence of the greenhouse gas impact of city action
- Increased investor confidence and capital flows into cities
- Mechanism for national governments to recognize and resource local commitments

# EXISTING CLIMATE GOALS SUPPORTED BY COMPACT OF MAYORS

The Compact of Mayors recognizes many existing initiatives to gather the impact of efforts already underway. The following are just a few of the major climate initiatives that complement and are in alignment with the Compact of Mayors' requirements:

**THE MEXICO CITY PACT**




**DURBAN ADAPTATION CHARTER (SOUTH AFRICA)**




**LOCAL GOVERNMENT CLIMATE ROADMAP**




**MAYORS NATIONAL CLIMATE ACTION AGENDA (U.S.)**



Mayors' National Climate Action Agenda



## WHAT MAKES THE COMPACT OF MAYORS UNIQUE?

**BUILDS ON INITIATIVES FOR GREATER IMPACT AND RECOGNITION:** The Compact is the broadest coalition to unite cities, networks and other global partners with a common aim—to support more climate action in cities, and share the impact of city action with the international community.

**STANDARDIZES MEASUREMENT AND REPORTING:** For the first time, the Compact will standardize the way city climate data is reported, establishing a universal approach to data collection. The data can be aggregated to highlight the collective impact of city actions, which will increase global and investor confidence.

**MAKES DATA AVAILABLE TO THE PUBLIC:** Cities primarily report their climate data/actions through two major platforms—CDP ([www.cdp.net](http://www.cdp.net)) and carbonn Climate Registry ([carbonn.org](http://carbonn.org))—both of which are partners to the Compact. The Compact will make this data centrally and publicly available through the carbonn Climate Registry to highlight commitments and allow for easy searchability.



## MEASUREMENT

**“If you can’t  
measure it, you  
can’t manage it.”**

**—MICHAEL R. BLOOMBERG**

Measurement, planning and reporting are critical to achieving climate goals, and Bloomberg’s guiding maxim underscores the mission of the Compact of Mayors.

With the use of consistent, transparent measurements, the Compact aims to get cities around the world on a common platform so that the impact of their collective actions on greenhouse gas emissions can be accurately captured.

# HOW TO PARTICIPATE IN THE COMPACT OF MAYORS

Any city or town in the world may commit to the Compact of Mayors—regardless of size or location. A city has up to three years to meet a series of requirements and fully comply, culminating in the creation of a full climate action and adaptation plan, and it will be recognized as each step is met. Many cities have already completed some of the activities and can be compliant in fewer than three years.

To commit to the Compact, a city must:



## REGISTER COMMITMENT.

A mayor may register on either of the Compact's standard reporting platforms—carbonn Climate Registry or CDP—or email a letter of intent to [info@compactofmayors.org](mailto:info@compactofmayors.org). Following its submission, a city will be contacted by the Compact support team.



## TAKE INVENTORY.

Within one year, a mayor must assess the current impacts of climate change in his/her city. To do so, the city must 1) Build and complete a community-wide GHG inventory with a breakdown of emissions for buildings and transport sectors, using the GPC standard; (2) Identify climate hazards; and (3) Report on both via the CDP or carbonn Climate Registry questionnaires.



## CREATE REDUCTION TARGETS AND ESTABLISH A SYSTEM OF MEASUREMENT.

Within two years, the registered city must update its GHG inventory to also include a breakdown of emissions from waste sector.; set a target to reduce its GHG emissions; conduct a climate change vulnerability assessment consistent with Compact guidance; and report in its chosen platform.



## ESTABLISH AN ACTION PLAN.

Within three years, a city's strategic action plan must show how it will deliver on its commitment to reduce greenhouse gas emissions and adapt to climate change.

# COMMITTED AND COMPLIANT BADGES

To join the Compact, a city leader must engage in the following four phases over a 3 year period. Each phase has a 2 step process: Mitigation and Adaptation.



Phase 1



Phase 2



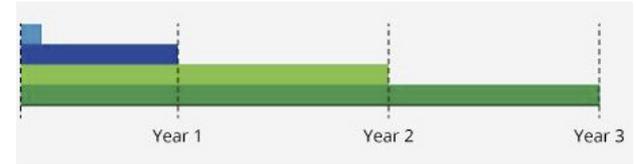
Phase 3



Phase 4



Compliant



### Establish An Action Plan

Within three years, a city's strategic action plan must show how it will deliver on its commitment to reduce greenhouse gas emissions and adapt to climate change.

Upon registering its commitment to the Compact of Mayors, a city will receive an official "Committed" badge.



Upon completing all requirements, a city will receive a "Compliant" badge. A new "Compliant" badge will be issued each year that compliance is maintained through annual reporting.



These badges may be publicly displayed online and in print materials.

# STEP 1 — COMMITMENT



## REGISTER COMMITMENT.

### MITIGATION

- Cities commit to:
  - > Reduce local GHG emissions.
  - > Measure community emissions inventory using the GPC – a consistent and robust standard.
  - > Set data-based targets for the future.
  - > Develop climate action plans to deliver on city targets.

### ADAPTATION

- Cities commit to:
  - > Address the impacts of climate change.
  - > Identify climate hazards.
  - > Assess vulnerabilities.
  - > Develop climate adaptation plans.

**A city may register at carbonn Climate Registry or CDP or email a letter of intent to join to [info@compactofmayors.org](mailto:info@compactofmayors.org). (A template letter is available for download on [www.compactofmayors.org](http://www.compactofmayors.org).)**

## STEP 2 — INVENTORY



## TAKE INVENTORY.

## MITIGATION

- Build and complete a community-wide GHG inventory using the GPC Standard.
- Report via CDP or carbonn Climate Registry.

In year one, cities only need to report on emissions in two sectors: stationary energy and inboundary travel. In year two, they must report on all sectors.

## ADAPTATION

- Identify climate hazards
- Report hazards via the CDP or carbonn Climate Registry questionnaires.

# STEP 3 — TARGET



## SET REDUCTION TARGETS.

### MITIGATION

- Update GHG inventory to also include a breakdown of emissions from waste sector.
- Set GHG reduction target.
- Report in chosen platform.

### ADAPTATION

- Assess climate change vulnerability utilizing Compact guidance.
- Report in chosen platform.

## STEP 4 — PLAN

**CREATE EITHER A JOINT OR INDIVIDUAL ACTION PLAN TO ADDRESS CLIMATE MITIGATION AND ADAPTATION.****MITIGATION**

- Develop climate action plan demonstrating how city will deliver on its commitment to reduce greenhouse gas emissions.
- Report in chosen platform.

**ADAPTATION**

- Develop a climate change adaptation plan demonstrating how the city will adjust to actual or expected climate change impacts.
- Report in chosen platform.

**Once Step 4 has been completed, a city will have met all of the Compact of Mayors requirements and will be fully compliant. To maintain compliance, a city will report its progress on mitigation and adaptation annually.**

# HOW TO REPORT: REPORTING VIA CDP

1. Register your commitment.
2. Report your inventory and climate risk.
3. Report your target.
4. Upload your climate action plan.



**CDP**  
DRIVING SUSTAINABLE ECONOMIES

CDP Cities 2015 Information Request

INTRODUCTION GOVERNANCE RISKS & ADAPTATION OPPORTUNITIES COMMUNITY STRATEGY C40 **COMPACT OF MAYORS**

COM Overview

M0.1 If registering intent of compliance with the Compact of Mayors, please attach your letter. Please complete this [template](#) and attach to confirm you intent of compliance.

No file chosen

M0.2 Please provide details of your city's current population. Clicking the "copy from last year" button at the bottom of the page will copy your answer from question 0.5 Columns 1 and 2.

Current population	Current population year
<input type="text" value="120000000"/>	<input type="text" value="2014"/>

**COM Risks**

Please note that the answers provided on this page will be used to submit to the Compact of Mayors initiative. Compact compliant cities must report annually on their progress towards identifying risks. Please be sure to complete all of the questions on this page to be compliant. The majority of the questions asked on the COM Risks page are also asked in the CDP questionnaire. Click the "Copy from last year" button at the end of this page to copy the responses you have already answered from the relevant CDP section. More detail is included in the help text of each question.

M2.0 Has a climate change risk or vulnerability assessment been undertaken for your local government area?

M2.0a Please attach your climate change risk or vulnerability assessment.

No file chosen

# HOW TO REPORT: REPORTING VIA CARBONN CLIMATE REGISTRY

1. Register your commitment.
2. Report your inventory and climate risk.
3. Report your target.
4. Upload your climate action plan.

**Step 1:** Go to [www.carbonn.org](http://www.carbonn.org)

**Step 2:** Login or Register

**Step 3:** Tick box - intent to comply with Compact of Mayors, add date and upload commitment letter.

**Compacts**

We hereby indicate our intent to comply with the Compact of Mayors

Date of decision to become Compact of Mayors compliant

Supporting document indicating intent to comply with the Compact of Mayors *(max. 1 file(s))*

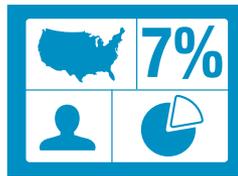
We hereby indicate our intent to comply with the Compact of States and Regions

# HOW DOES THE COMPACT OF MAYORS SHOWCASE CITY ACTION?



Once cities input their data into carbonn Climate Registry or CDP, data is:

- Consolidated in the Compact's central database, the carbonn Climate Registry, accessible through...



## A city profile:

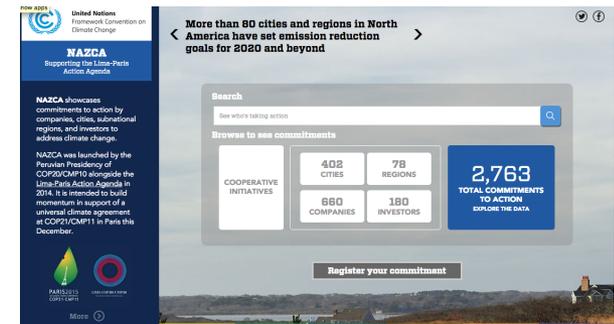
Including highlights around commitment status, key actions taken and a mayoral profile.



## A searchable database:

All city Compact data will be made available publicly through a consolidated database; every city will input the same data.

- Aggregated to show the collective impact of all Compact commitments:
  - > A summary number of GHG impact of all city commitments, globally
  - > A summary number of population covered by city commitments, globally
- Shared with the UNFCCC NAZCA (The Non-state Actor Zone for Climate Action) website via the carbonn Climate Registry database as an input into the official UN climate negotiation process





# RESOURCES FOR CITIES

## Tools for compliance

---

Measurement and planning tools for cities at each step of process: GHG inventory, climate action planning, risk assessment framework and more

## Technical support and training

---

Materials and guidance documents covering GPC inventories, climate action planning, risk assessment, etc.

## Direct support

[info@compactofmayors.org](mailto:info@compactofmayors.org)



# TELL YOUR STORY

Once a city commits to the Compact of Mayors, we will work with you to tell your story, including:

 A press release announcing participation

 A letter to share with mayors in your network

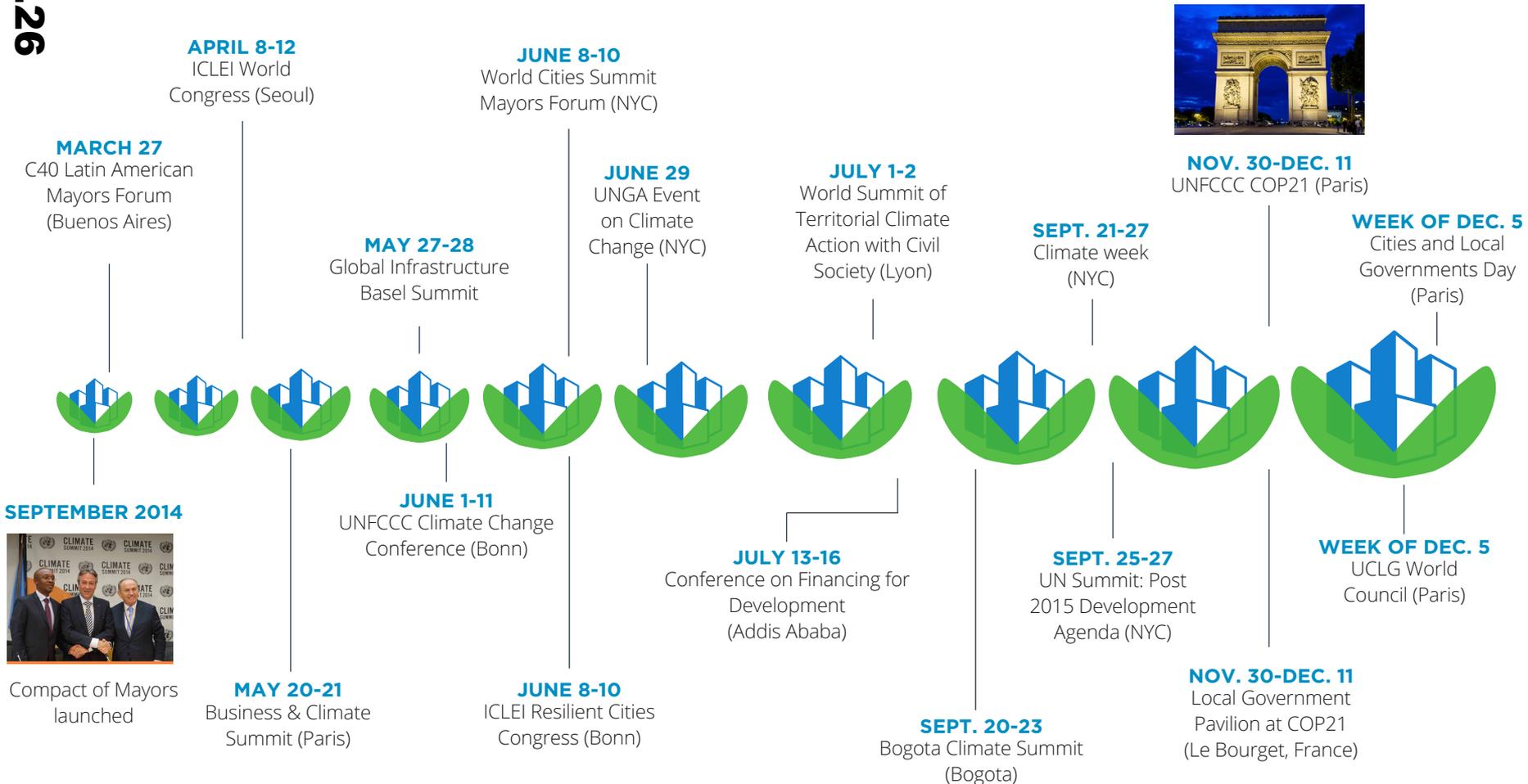
 Media relations

 Social media templates

- > Statements
- > Commentary
- > Media interviews
- > Op-eds

 A city profile on the Compact of Mayors website: [www.compactofmayors.org](http://www.compactofmayors.org)

# THE ROAD TO COP 21



# COMPACT OF MAYORS PARTNERS

## Founding Partners

**MICHAEL R. BLOOMBERG** | UN Secretary-General's Special Envoy for Cities and Climate Change

Michael R. Bloomberg is an entrepreneur and philanthropist who served three terms as mayor of New York City, from 2002 through 2013. In 2014, U.N. Secretary-General Ban Ki-moon appointed Bloomberg to be Special Envoy for Cities and Climate Change, for which he is focusing on helping cities and countries set and achieve more ambitious goals for mitigating and adapting to climate change.

**The C40 Cities Climate Leadership Group**, now in its 10th year, connects more than 75 of the world's greatest cities, representing 500+ million people and one quarter of the global economy. Created and led by cities, C40 is focused on tackling climate change and driving urban action that reduces greenhouse gas emissions and climate risks, while increasing the health, wellbeing and economic opportunities of urban citizens. The current chair of the C40 is Rio de Janeiro Mayor Eduardo Paes; three-term Mayor of New York City Michael R. Bloomberg serves as president of the board.



Created in 2004, **United Cities and Local Governments (UCLG)** is the united voice and world advocate of local and regional self-government. Members of UCLG are present in 140 countries, and are organized into seven regional sections, a Forum of Regions, and a metropolitan section. UCLG's membership includes over 1,000 cities and regions, as well as 155 local government associations.



**ICLEI-Local Governments for Sustainability** is a global association of over 1,000 cities, towns and metropolises committed to building a sustainable future. ICLEI has around 300 urban development professionals working in 17 secretariats and offices, supporting cities and regions to become sustainable, low-carbon, resilient, biodiverse, resource-efficient and productive, ecomobile, smart, and healthy and happy. More than 20% of the world's urban population benefit from ICLEI's work which is global in scope and impact, and yet very local in implementation.



**The United Nations Human Settlements Programme, UN-Habitat**, is the United Nations agency for sustainable urban development. It is mandated to promote socially and environmentally sustainable towns and cities while advocating adequate shelter for all.



## Other Partners

### Reporting Partners



### Funding Partners



### City, Local and Regional Government Networks



### Endorsing partners





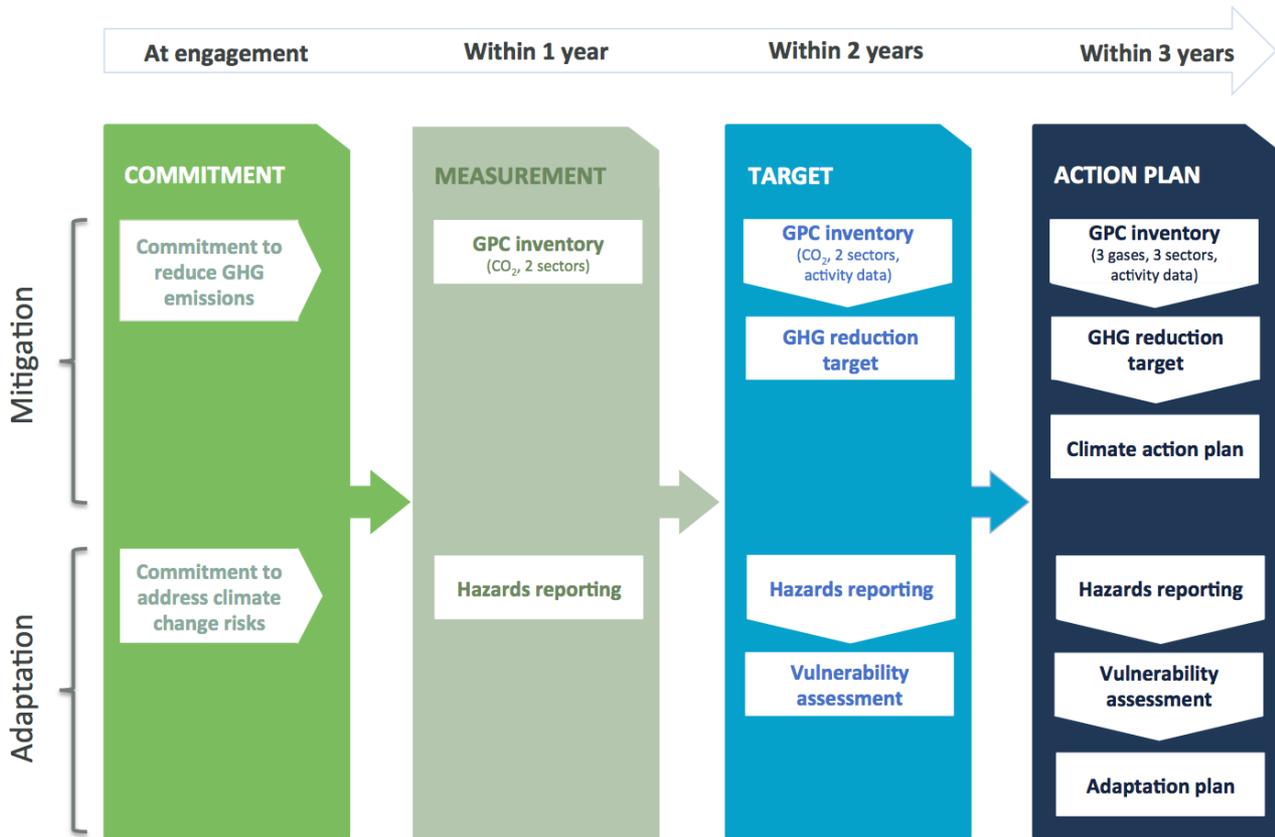
# COMPACT *of* MAYORS

[www.compactofmayors.org](http://www.compactofmayors.org)

[info@compactofmayors.org](mailto:info@compactofmayors.org)

# COMPACT OF MAYORS: DEFINITION OF COMPLIANCE

The Compact of Mayors offers cities<sup>1</sup> the opportunity to be recognized as leaders in local climate change. In order to do so, they must comply with the reporting requirements set out below:



This document provides further detail on the Compact of Mayors compliance requirements, with regards to mitigation (Part I) and adaptation (Part II).

## Part I – Mitigation compliance requirements

### 1. GPC inventory

City-wide GHG emission inventories need to meet the reporting requirements set out in the Global Protocol for Community-scale GHG emissions (GPC). Cities are recommended to submit their inventory data either on the CDP and carbonn platforms (available guidance and resources will soon be available for download from [compactofmayors.org](http://compactofmayors.org)). The following data needs to be provided:

#### City information:

- Inventory year (defined as a continuous 12-month period)
- Geographic boundary (spatial dimension or physical perimeter)
- Land area (in km<sup>2</sup>)
- Population
- City GDP (in US\$)

<sup>1</sup> Cities and towns of any size are invited to report to the Compact of Mayors. The term “city” is used throughout this document to refer to geographically discernable subnational entities of any size, such as communities, townships, cities, and neighborhoods. In this document, “city” is also used to indicate all levels of subnational jurisdiction as well as local government as legal entities of public administration.

*Emissions data:*

- Emission data needs to be reported by sub-sector and scope, and in metric tonnes of CO<sub>2</sub>e (carbon dioxide equivalents) as set out in the GPC Emissions Report table<sup>2</sup>. Reporting by individual GHG is recommended.
- Within 1 year, cities must report emissions from stationary energy and inbound travel and within 3 years they must also include emissions from waste. Cities are, however, strongly encouraged to report emissions from all three sectors as soon as they are able to. Additional activities are optional: transboundary travel, industrial processes and product use (IPPU) and agriculture, forestry and land use (AFOLU).
- Similarly, within 1 year, cities report emissions of carbon dioxide (CO<sub>2</sub>) and within 3 years they must also report include methane (CH<sub>4</sub>) and nitrous oxide (N<sub>2</sub>O). Cities are, however, strongly encouraged to report emissions of all three GHGs as soon as they are able to. Additional GHGs are optional: HFCs, PFCs, SF<sub>6</sub> and NF<sub>3</sub>.

	Activities	Gases
Within 1 year	Stationary energy, inbound travel	CO <sub>2</sub>
Within 3 years	Stationary energy, inbound travel, waste	CO <sub>2</sub> , CH <sub>4</sub> , N <sub>2</sub> O

- Notation keys may be used to accommodate limitations in data availability and differences in emission sources between cities. The notation Key “NE”, not estimated, however, will not be accepted for any mandatory emission sources.
- A data quality assessment (for activity data and emissions factors) should be conducted. Where incomplete, a default value of “low” will be applied.
- A short description of each methodologies used needs to be provided, as well as reasons for using any notation keys.
- Emissions should be summed and reported according to the GPC GHG Emissions Summary table<sup>3</sup>:

**Table 1: GHG Emissions Summary Table**

Sector		Total by scope (tCO <sub>2</sub> e)				Total by city-induced emissions (tCO <sub>2</sub> e)	
		Scope 1 (territorial)	Scope 2	Scope 3 (included in BASIC/BASIC+)	Other Scope 3	BASIC	BASIC+
Stationary Energy	Energy use	Required for BASIC and territorial	Required for BASIC	Required for BASIC+	Optional		
	Energy generation	Required for Territorial					
Transportation		Required for BASIC and territorial	Required for BASIC	Required for BASIC+	Optional		
Waste	Generated in the city	Required for BASIC and territorial		Required for BASIC	Optional		
	Generated outside city	Required for Territorial					
IPPU		Required for BASIC+			Optional		
AFOLU		Required for BASIC+			Optional		
Total		All territorial emissions				All BASIC emissions	All BASIC & BASIC+ emissions

<sup>2</sup> [http://ghgprotocol.org/files/ghgp/GHGP\\_GPC.pdf](http://ghgprotocol.org/files/ghgp/GHGP_GPC.pdf) (Chapter 4: Reporting Requirements, Table 4.3)

<sup>3</sup> [http://ghgprotocol.org/files/ghgp/GHGP\\_GPC.pdf](http://ghgprotocol.org/files/ghgp/GHGP_GPC.pdf) (Chapter 4: Reporting Requirements, Table 4.2)

### Activity data

- Within 2 years, the activity data underpinning the GHG inventory must be disclosed and reported.

### Reporting frequency

For inventory updating / monitoring: A complete updated inventory shall be required every four years, and the inventory year may be no more than four years prior to the reporting year. Table 2 shows the acceptable inventory range for a given year; i.e. in 2017 inventories must be dated between 2014 and 2016. Over time, the Compact of Mayors would like cities to update their inventories on a more frequent / annual basis to improve monitoring and reporting of city-wide GHG emissions.

**Table 2: Acceptable inventory date range**

Inventory Year	Reporting year				
	2015	2016	2017	2018	2019
2011					
2012					
2013					
2014					
2015					
2016					
2017					
2018					

In between years when inventories are updated, 'off-year reporting', cities shall report a list of<sup>4</sup>:

- Improvements made to the quality of their inventory, focusing both on data availability and data quality, and
- Areas where outstanding data challenges exist.

## 2. GHG emissions reduction target

All cities must register a city-wide target to reduce local GHG reductions within 2 years. Targets may be in any of the following formats (as defined in the Greenhouse Gas Protocol Mitigation Goals Standard<sup>5</sup>):

- Base Year Reduction Targets
- Fixed-level Reduction Targets
- Baseline Scenario Reduction Targets
- Intensity Reduction Targets

All targets must identify:

- Baseline year (year from which progress will be measured) and emissions (or emissions intensity) in the baseline year

<sup>4</sup> A template for off-year reporting will be made available in 2016. Submitted reports will be used to identify good practice regarding data quality and/or access to data, as well as issues common to a specific country or region, with the view to developing solutions where possible

<sup>5</sup> [www.wri.org/publication/mitigation-goal-standard](http://www.wri.org/publication/mitigation-goal-standard)

- Target year (when the target will be achieved) and reduction to be achieved

### 3. Climate Action Plan

A climate action plan needs to be submitted within 3 years. A climate action plan shows how a city will deliver on its commitment to reduce greenhouse gas emissions. To be compliant, the climate action plan must have been completed or updated within 5 years of the reporting year and meet the following minimum requirements:

**Table 3: Climate action plan minimum requirements**

Minimum requirements <sup>6</sup>
• Political commitment
• Vision describing city’s overall ambition and clear objectives
• Context
• Baseline GHG emissions
• Business-as-usual GHG emissions forecast
• GHG emissions reduction target(s)
• Implementation plan
• Monitoring plan

## Part II – Adaptation compliance requirements

Compact of Mayors compliance for adaptation requires that participating cities undertake a program of climate change risk and vulnerability assessment and adaptation planning within a three year period of joining the compact.

### 1. Hazards reporting

Within the first year cities must report on both the current and future climate hazards that they face.

The CDP and Carbonn reporting platforms include questions that allow cities to nominate the current and future hazard they face using the terminology of the City Climate Hazard Taxonomy.

### 2. Vulnerability assessment

Cities must conduct a climate change risk and/or vulnerability assessment within two years of joining the Compact of Mayors.

A **climate change risk assessment** is a qualitative and/or quantitative scientific estimation of risks due to climate change. Climate change risks are usually defined as The potential for consequences where something of human value (including humans themselves) is at stake and where the outcomes is uncertain. Climate risk is often represented as the probability of occurrence of hazardous climate events, or trends multiplied by the consequence of these events occur.

A **climate change vulnerability assessment** is a qualitative and/or quantitative assessment of the

<sup>6</sup> Draft minimum requirements

degree to which a system is susceptible to, or unable to cope with, adverse effects of climate change, including climate variability and extremes. Vulnerability is a function of the character, magnitude, and rate of climate variation to which a system is exposed, its sensitivity, and its adaptive capacity.

To be compliant a city climate change risk and/or vulnerability assessment must consider both current and future climate conditions.

### 3. Climate Adaptation Plan

Cities must have a plan that considers climate change adaptation within 3 years of joining the Compact of Mayors.

A plan that considers climate change adaptation will outline the intended alterations to the city's systems in response to actual or anticipated climate change. It should cover the services and departments directly managed by the city government and may also consider the actions required by other stakeholders. The aim of such a plan is to moderate harm or exploit beneficial opportunities from expected climate change and its effects

To be compliant, the plan must meet the following minimum requirements:

**Table 3: Climate action plan minimum requirements**

<b>Minimum requirements<sup>7</sup></b>
• Political Commitment
• Actions to reduce the harm or exploit the benefits of expected climate change
• Cross-departmental engagement
• Mechanism for review

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<sup>7</sup> Draft minimum requirements



## Compact of Mayors – Frequently Asked Questions for Cities

### What is the Compact of Mayors?

The Compact of Mayors is an agreement by city networks – and then by their members – to undertake a transparent and supportive approach to reduce city-level emissions, to reduce vulnerability and to enhance resilience to climate change, in a consistent and complimentary manner to national level climate protection efforts. The Compact of Mayors builds on the ongoing efforts of Mayors that increasingly set ambitious, voluntary city climate commitments or targets for greenhouse gas (GHG) emissions reduction and to address climate risk; report on progress towards achieving those targets by meeting robust, rigorous and consistent reporting standards (as established through City Networks); and make that information publically available by reporting through a recognized city platform."

(See <http://www.un.org/climatechange/summit/wp-content/uploads/sites/2/2014/09/CITIES-Mayors-compact.pdf>)

### Why was the Compact of Mayors launched?

With 70% of the world's greenhouse gas emissions coming from urban areas, the enormous work being done locally to address climate change is more important than ever. Local leaders are seizing this opportunity by making ambitious commitments to fight and adapt to climate change, and the Compact of Mayors is providing a space to publicly recognize this. More specifically, the Compact:

- Enables recognition of new and existing city-level commitments by making annual reporting data publicly available. Existing initiatives include the US Mayors Climate Protection Agreement (2005), the EU Covenant of Mayors (2008), Making Cities Resilient Campaign (2010), the Global Cities Covenant on Climate – the Mexico City Pact (2010) and the Durban Adaptation Charter (2011);
- Establishes a robust and transparent data collection standard for local action.

### What is the purpose of the Compact of Mayors?

The Compact of Mayors is a global coalition of mayors and city officials pledging to reduce local greenhouse gas emissions, enhance resilience to climate change, and track their progress transparently. Compact cities are supported by global city networks and "endorsing partners" in this significant undertaking.

The Compact was launched to communicate the impact of the multitude of city initiatives currently underway that have yet to be fully recognized, collectively, in the global community. Over the last 20 years, cities have continued to show leadership in addressing climate change, but the collective impact of this action is still not well known. The Compact therefore aims to recognize each of the efforts currently underway and thereby consolidate climate actions through consistent and transparent public reporting of greenhouse gas data as well as climate hazards and risk, and strategic plans to address both. This data-driven platform, which is similar to the one used by nations as they create national climate plans, will help direct resources and policies that better support and accelerate local climate actions.

More specifically, the Compact:

- Demonstrates the commitment of city governments to contribute positively towards more ambitious, transparent and credible national climate targets by voluntarily agreeing to meet standards similar to those followed by national governments; and
- Commits cities to common reporting processes that allow for consistent and reliable assessment of progress towards meeting their GHG targets;
- Creates an evidence base of the greenhouse gas impact of city action to enable capital flows into cities to support taking further action and to be held responsible for that action and the associated investments;
- Encourages national governments to actively support additional city action by recognizing local commitments, establishing more enabling policy environments and directing resources to cities to limit any further increase in global warming and to appropriately resource both mitigation and adaptation of local climate action.

#### **Does the Compact address both climate change mitigation and adaptation?**

Yes, the Compact recognizes that cities are taking critical action to both address existing climate risk (adaptation) as well as reduce urban GHG impacts (mitigation) and therefore asks cities to voluntarily publish and track commitments, targets and actions for both greenhouse gas emissions mitigation and assessing and adapting to climate risks.

#### **How can a city take part?**

All cities and towns in the world may take part in the Compact of Mayors. Upon making an initial pledge to the Compact, cities will receive an official “Compact of Mayors” seal, which may then be displayed publicly on web and print materials. Cities then have up to three years to meet a series of requirements to fully comply, including greenhouse gas (GHG) measurement and target setting—culminating in creating a full climate action and adaptation plan.

As cities complete each part, they will be recognized with one of the digital badges to signify each of the below milestones, which can also be used for digital and print materials.

#### **How will my participation in the Compact be recognized?**

Upon joining the Compact, cities will receive a “Compact of Mayors” seal, as well as badges to signify their progress in achieving compliance at each milestone along the way. It is anticipated that major global announcements on the cities that have declared their intent to comply with the Compact of Mayors will be made at the Paris COP21 in December of this year.

### **What are the Compact compliance requirements?**

All cities and towns may take part in the Compact of Mayors. Upon making an initial pledge to the Compact, cities will receive an official “Compact of Mayors” seal, which may then be displayed publicly on web and print materials. Cities then have up to three years to meet a series of requirements to fully comply with the Compact, including greenhouse gas (GHG) measurement and target setting. This culminates in creating a full climate action and adaptation plan. More details on compliance requirements are attached.

### **Where do I register and report my climate commitments and actions?**

Under the Compact, cities may continue to report through any existing recognized city climate reporting platform, including CDP Cities and Carbonn Climate Registry. The Carbonn Climate Registry is the central database that will enable the compilation of data through existing national, regional, and global city reporting platforms – eliminating the need to report your city’s climate data more than once.

### **What methodology will be used to standardize all Compact-related climate data?**

To ensure a consistent and transparent way to measure emissions which conforms with IPCC national guidelines, the Compact of Mayors will use the Global Protocol for Community-Scale Greenhouse Gas Emissions Inventories (GPC) -- the world’s most widely-endorsed GHG accounting and reporting standard for cities. For climate risks and adaptation data, a new framework is currently being developed.

### **What if my city has already met some or all the requirements towards being compliant?**

We warmly welcome all cities that have already taken steps towards being Compact Compliant! The Compact of Mayors has been designed to recognize that each city may have a different starting point on this pathway, and may progress to full compliance at different rates. Each of these stages present significant accomplishments and should be recognized accordingly. If your city has already completed some or all of the requirements, you will receive a “Compact of Mayors” seal and relevant badge to demonstrate your status. You can use this badge to demonstrate your leadership and commitment on marketing materials as well as social media and web channels.

### **What if my city is already Compact Compliant?**

If your city is already Compact Compliant, having completed and reported all requirements, you will receive a badge that you can use to demonstrate your status. Moreover, It is anticipated that major global announcements on the cities that have declared their intent to comply with the Compact of Mayors will be made at the Paris COP21 in December of this year.

### **How can I remain “Compact Compliant”?**

Cities remain compliant with the Compact by regularly reporting on their progress through the standard reporting platforms, ICLEI’s carbonn climate registry or CDP. This requires regularly updating their greenhouse gas inventories, documenting their emissions reductions and reporting on mitigation and adaptation actions.

### **Are there resources, trainings or technical assistance to help cities become Compact Compliant?**

Yes, the city networks C40, ICLEI and UCLG will be offering a series of training webinars to introduce the Compact of Mayors and compliance requirements. Compact support staff members are also available to respond to individual questions on an as-needed basis. We are also working to build a full suite of technical support tools, which will be available throughout the course of the year to support your commitment. Finally, and once your city has made its Compact commitment, we are also pleased to offer communications and media support to communicate this commitment to a global audience. Please contact us at [info@compactofmayors.org](mailto:info@compactofmayors.org) with any questions.

### **What will be announced at the Paris Climate Summit (UNFCCC COP21) in December 2015?**

The Compact aims to have hundreds of cities showcase their commitment by the COP 21 in December, demonstrating to nations that cities and local governments are crucial partners in a global climate solution now and in the future.

### **Who developed the Compact of Mayors?**

The development of the Compact of Mayors was led by the three global city networks - C40, ICLEI, and UCLG - in close collaboration with the UN Secretary General’s Special Envoy for Cities and Climate Change, UN-Habitat, and the UN Secretary General’s office. A number of cities and other city organizations were consulted directly throughout this process.

### **Where can I find more information about the Compact of Mayors?**

You can find out more by writing to us [info@uclg.org](mailto:info@uclg.org) indicating [Compact of Mayors] in the subject of your email.

[More information is also available here](#)

**AGENDA ITEM**  
**CITY COUNCIL MEETING DATE - NOVEMBER 17, 2015**  
**BUSINESS ITEMS**

**DATE** : October 30, 2015

**TO** : City Manager

**FROM** : Public Works Director

**SUBJECT** : **INTRODUCTION AND FIRST READING OF ORDINANCES RELATING TO A BUILDING SEWER LATERAL INSPECTION AND REPAIR PROGRAM**

**RECOMMENDATION:**

Conduct a public hearing and introduce two ordinances relating to inspection, repair and maintenance of building sewer laterals:

- (1) Introduction of an Ordinance amending Section 13.60.050 (Maintenance Generally) of Chapter 13.60 (Building Sewers and Sewer Laterals) of Title 13 (Public Services) of the Benicia Municipal Code; and
- (2) Introduction of an Ordinance adding Chapter 13.80 (Building Sewer Lateral Inspection and Repair Program) to Title 13 (Public Services) of the Benicia Municipal Code.

**EXECUTIVE SUMMARY:**

In 2012 the City entered into a settlement agreement with Northern California River Watch to address alleged violations of the Clean Water Act associated with the City's operation and maintenance of its sewer collection system. One of the terms of the agreement is for City staff to recommend to the City Council an ordinance establishing a program for the inspection, repair, and/or replacement of building sewer laterals. The program is to be based on specific events as the basis or "trigger" for inspection, repair and/or replacement such as property transfer/sale, a significant remodel, or two or more sewer overflows within two years. Depending on the condition of the building sewer lateral, the property owner would be required, at their expense, to repair or replace the sewer lateral in an effort to help prevent sanitary sewer overflows from occurring. The purpose of these ordinances is to codify requirements for the inspection, repair and/or replacement of building sewer laterals within the city.

**GENERAL PLAN:**

Relevant General Plan Goal:

- Goal 2.28: Improve and maintain public facilities and services

## **STRATEGIC PLAN:**

Relevant Strategic Plan Issues:

- o Strategic Issue #1: Protecting Community Health and Safety
- o Strategic Issue #2: Protecting and Enhancing the Environment
- o Strategic Issue #4: Preserving and Enhancing Infrastructure

## **BUDGET INFORMATION:**

When deemed necessary according to the ordinance, property owners will be required to pay a review fee in the amount of \$190 when submitting their application and inspection video to Public Works staff. This fee will recover the cost of city staff's time reviewing the inspection video and processing the resulting paperwork. All costs associated with repair or replacement of the building sewer lateral, cleanouts, and/or backflow prevention devices, including any city permits (e.g. building/plumbing permit and/or encroachment permit) will be borne by the property owner. It is estimated that 200 to 300 applications will be reviewed per year.

## **BACKGROUND**

On June 4, 2012, Northern California River Watch served the City with a Notice of Violation and Intent to File Suit under the Federal Water Pollution Control Act (Clean Water Act) with regard to alleged violations associated with the City's operation and maintenance of its sewer collection system with particular attention to sanitary sewer overflows (SSOs).

Through a series of negotiations, City staff was able to settle the matter without going to trial, and ultimately resulted in the City and River Watch entering into a settlement agreement. One of the terms of the settlement agreement is for City staff to recommend to the City Council an ordinance establishing a program for the inspection, repair, and/or replacement of building sewer laterals (the sewer pipeline that runs from the house/building to the public sewer main). The program requires the inspection and verification of the condition of the building sewer lateral at the property owner's expense upon the occurrence of one of the following events or "triggers". The settlement agreement specified "triggers" one through five below (with some modifications made by City staff for clarity) and City staff recommends adding the sixth.

- (1) Within ninety (90) days of the second of two (2) or more sanitary sewer overflows are observed by or reported to the city as being caused by the same building sewer lateral within two (2) years;
- (2) Prior to the point of property transfer/sale:
- (3) Prior to final inspection by the City of the addition of an additional sink and/or bathroom or addition or improvements with a value of

\$50,000 or greater (increased annually on July 1 based upon the percent difference between the last two years of the Engineering News Record Construction Cost index using the most recent data available) or upon the change in use of a commercial property that will result in an increased inflow in the judgment of City staff, except if inspection, repair or replacement of the sewer lateral as approved by the City has occurred in the last twenty (20) years, or if lateral was installed within the last ten (10) years;

- (4) Concurrently with the repair or replacement of the main line to which the lateral is connected where evidence exists of issues related to the connected lateral (e.g., roots from the lateral visible in the main line, visible offsets or damage, etc.);
- (5) Within ninety (90) days of notification from the City that a problem is identified via Closed-Circuit Television (CCTV) activities or investigation by city maintenance crews in response to any sanitary sewer overflow or multiple sewer overflows from the same lateral; or
- (6) If the building sewer lateral may pose a threat to the public health, safety and welfare in the judgment of City staff.

When one of the above triggers occurs, the property owner would need to hire a licensed contractor to perform an inspection via Closed Circuit Television (CCTV) video of their building sewer lateral. (The cost of the CCTV inspection can range from zero to \$175. Some companies offer a free CCTV inspection if the property owner commits to hiring the same firm if repairs or replacement should be necessary.) The DVD video along with an application and review fee of \$190 are to be submitted to the Public Works Department. The \$190 application review fee is to recover City staff's time reviewing the inspection video and processing the resulting paperwork. The fee is based on the City's Master Fee Schedule of Hourly Rates (MFS-HR) for FY 2014-15, which lists the total billable standard hourly rate (includes 15% overhead) for each position. The application review fee will be increased annually or every time the MFS-HR is updated.

City staff will review the video and if the lateral is in acceptable condition then a certificate of compliance will be issued. If the lateral is found to be in a defective condition such as having structural defects/cracks/breaks, displaced joints, root intrusion, substantial deterioration, or the absence of a property line cleanout, then city staff will issue a deficiency report. Depending on the condition of the building sewer lateral, the property owner would be required, at their expense, to repair or replace the building sewer lateral. The ordinance applies to both residential and business properties.

The purpose of this program is:

- To provide for operation and maintenance of the City's sewer collection system in a reliable and serviceable condition;
- To eliminate or minimize sewage overflows by eliminating or minimizing stoppages and reducing sources of inflow and infiltration into the City's sewer system;
- To comply with applicable legal requirements pertaining to the City's sewer system; and
- To protect the public health and safety by establishing and providing a mechanism for enforcing performance standards for private sewer laterals that connect or are connected to a city public sewer main.

The benefits of this program are that it enhances the property value by having a sewer lateral in compliance and decreases the risk of spills and sewer backups to property owners. Additionally, sewer clean-ups can be costly, fines are typically associated with sewer spills, and once a spill occurs it has the potential to go to local creeks or the Carquinez Strait. The reduction of inflow of rainwater and infiltration of groundwater will reduce pumping and treatment costs to rate payers.

This ordinance was originally brought forward to City Council for consideration in 2013. November 19, 2013 was the first reading and public hearing and December 3, 2013 was the second reading. At the second meeting, City Council went on record to support the ordinance with potential minor changes after a meeting with the stakeholder community (i.e. Realtors) was held. City staff was directed to have at least one meeting with a group of Realtors and come back to City Council.

Since that time, City staff has met with a group of Realtors approximately a half dozen times to review and discuss the ordinance. The changes (excluding minor changes) that have been made to the ordinance amending Chapter 13.80 "Building Sewer Lateral Inspection and Repair Program" of Title 13 "Public Services" of the Benicia Municipal Code include the following:

	Section	Section Title	Description of Change
1	13.80.020	Definitions	Some of the definitions were modified for clarity (e.g. “cleanout” was changed to “building cleanout” and “property line cleanout”.)
2	13.80.030 A	New Building Sewer Laterals – Requirement for Backflow Prevention Device and Sewer Lateral Cleanout	The requirement for new buildings changed from having a building cleanout to having both a building cleanout and a property line cleanout.
3	13.80.030 B	Existing Building Sewer Laterals – Requirement for Backflow Prevention Device and Sewer Lateral Cleanout	Language was added to clarify that a building that does not have a building cleanout and backflow prevention device is not protected against flows that may back up from the public sewer main and that the property owner is responsible for damage to private property that results from the omission of the required appurtenances.
4	13.80.050 A	Conditions Requiring Cleaning and Inspection of Existing Building Sewer Lateral	Timelines were added to conditions (aka triggers) as shown below in italics: <ul style="list-style-type: none"> <li>• <i>Within 90 days of the second of two sewer overflows</i></li> <li>• <i>Prior to property transfer/sale</i></li> <li>• <i>Prior to final inspection by the City for home improvements</i></li> <li>• <i>Within 90 days of notification from the City that a problem has been identified</i></li> </ul>
5	13.80.050 A 3	Home Improvement Conditions (aka Triggers)	The previous version of the ordinance required a sewer lateral inspection when a “significant remodel (e.g. additional bathroom or bedroom)” occurred. This was clarified and changed to “additional sink and/or bathroom or addition or improvements with a value of \$50,000 or greater.”
6	13.80.050 A 3	Home Improvement Conditions	Properties where the sewer lateral has been repaired or replaced within the last 20 years are exempt from the inspection (previous version of

		(aka Triggers)	ordinance had 5 years.) Note: 20 years is in compliance with the Settlement Agreement.
7	13.80.050 B	Exemptions To Cleaning And Inspection Of Existing Building Sewer Lateral	This section is new. It clarifies when a property sale/transfer is exempt from needing a sewer lateral inspection (e.g. refinances, property transfer from parent to child, if sewer lateral has been repaired/replaced/inspected and certified by the City within the last 20 years, if the sewer lateral was constructed within the last 10 years or if the sewer lateral was repaired using pipe bursting technology within the last 20 years.
8	13.80.060	Common Interest Develop- ments	Language was changed to allow the first inspection to take place "within 10 years of the effective date" of the ordinance to allow home owner associations (HOAs) time to budget for the inspection and possible repairs/replacements.
9	13.80.070 B 1 G	Inspection Criteria	A new criterion was added: A building sewer lateral must be equipped with a property line cleanout within 5 feet of the property line at the public right-of-way in order to pass inspection.
10	13.80.080	Building Sewer Lateral Compliance and Issuance of Certificate of Compliance	Once a certificate of compliance is issued, the city shall not require testing of the building sewer lateral for which the certificate of compliance is issued for a period of 20 years. (The previous ordinance had 5 years.) Twenty years is in compliance with the Settlement Agreement.
11	13.80.090 A	Repair or Replace- ment of Building Sewer Lateral due to Failed Inspection	<p>The following language was added: "A post-construction video inspection shall be submitted to the city for review and acceptance of the completed repairs. The city reserves the right to conduct its own post-construction video. In addition, the work will be inspected and accepted as complete by the City Engineer or his/her authorized representative."</p> <p>Additionally, the specific material specs were replaced with "materials...consistent with the city of Benicia Engineering Design Standards."</p> <p>Also, Language was added that the "Property owner shall repair or replace the building sewer lateral within 60 days of receipt of the Sewer Lateral Deficiency Report."</p>

## VIII.B.6

12	13.80.120 A	Hardship Deferral for Building Sewer Lateral Repair or Replacement	If a hardship deferral is granted, the City shall place a Notice of Violation and a lien with Solano County on the property. Additionally, if a sewer-related problem on a property in hardship status requires immediate repair/replacement in order to prevent a public health or safety hazard, the City shall perform necessary repairs and will be entitled to recoup the cost of such necessary repairs prior to removing the lien.
13	13.80.120 B	Acceptable Hardship Conditions	<p>A property owner who is unable to pay for the cost of an inspection and/or necessary repairs will be granted up to a one-year hardship deferral. (Previous version of the ordinance had only 180 days.)</p> <p>Acceptable hardship condition categories were clarified to read: loss of employment; substantial loss or reduction of income; high medical or health care expenses; major recent unexpected expenses; or severe illness.</p>
14	13.80.120 D	Hardship Deferral Extensions, Special-Case Hardships & Financial Review Committee	This new section was created to allow for special-case hardships, which do not fall into one of the categories listed above. This section also created a Financial Review Committee consisting of the Assistant City Manager, Public Works Director and Finance Director.
15	13.80.130	Notice to Correct Violations	<p>Language was revised to read:</p> <p>If the repairs are required as a condition of transfer of ownership, and the City determines that the property may be transferred before the required testing or repairs can be completed, the City will provide the property owner with an estimated cost for the repair, such funds shall be placed in escrow in a manner that is determined by the property buyer and seller, and the responsibility for repair within 60 days after close of escrow shall be transferred to the new property owner. If the repairs are not completed within the time allowed by the city, either by original notice or upon transfer of ownership, then the City will exercise authority to complete the repairs and place a lien on the property for</p>

			the associated cost under California Health and Safety Code Section 5463.
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As stated previously in this report, City staff met several times with a group of local Realtors. Over the course of those meetings and subsequent revisions to the ordinance, the Realtors came into agreement with the revised ordinance with the exception of Section 13.80.100 "Repair or Replacement of Building Sewer Lateral upon Sale or Transfer of Property." City staff recommends that this section require that any needed repairs or replacement of a building sewer lateral that results from the testing required due to the sale or transfer of property be completed prior to the close of escrow. The Realtors group would like this language to be changed to allow repair/replacement to be completed within 180 days after the close of escrow. City staff has maintained its recommended language in the proposed ordinance. The primary reason is because the City does not have a way to track these. Additionally, the ordinance allows for a hardship extension that property owners can apply for if needed.

Attached are several documents, in addition to the ordinances, that are described below:

- A diagram of a typical sewer connection showing the sewer pipeline that runs from a house/building to the City's main sewer line.
- Bay Area Clean Water Agency's List of Bay Area Sewer Collection Agencies with a sewer lateral ordinance. This list shows that most Bay Area agencies with a collection system already have a sewer lateral ordinance in place. Dated June 2014.
- V.W. Housen and Associates' List and accompanying map of Bay Area Sewer Collection Agencies with sewer lateral programs. This list summarizes the various activities/events (aka triggers) that require sewer lateral inspection in Bay Area agencies. It demonstrates that point of property sale prompts the sewer lateral inspection requirement in a majority of Bay Area agencies. Dated January 2015.

Tonight is the introduction and first reading of ordinances that will create a building sewer later inspection and repair program for Benicia (Chapter 13.80) and amend the maintenance section of the existing building sewers and sewer laterals chapter (Chapter 13.60) to refer to the new Chapter 13.80 for maintenance guidelines. Based on City Council's direction, staff recommends returning these two ordinances to the City Council for a second reading and adoption on December 15, 2015. If adopted, the ordinances would take effect 90 days thereafter, which would be on March 14, 2016.

## VIII.B.8

The deadline for this sewer lateral program ordinance was November 2013. Per the Settlement Agreement, “within one year from the effective date (October 5, 2012) of this agreement, the City staff will recommend to the City Council an ordinance establishing a program for the inspection, repair, and/or replacement of private sewer laterals.” As stated above, the ordinance was originally brought to City Council in November 2013 and again in December 2013. Since that time, City staff has been working on revising the ordinance with the Realtors group, in between other high priority projects.

This type of ordinance is also recommended as a “best practice” by ABAG Plan, the joint powers authority through which the City has insurance. The City has paid \$416,000 in sewer claims in the last 10 years.

City staff is in the process of creating an outreach plan for the proposed building sewer lateral inspection and repair program. Staff intends to meet with local contractors/architects, title companies, Solano Association of Realtors, and Northern Solano County Association of Realtors to inform them about the ordinance and answer questions. Staff will prepare an informational brochure to hand out to interested parties. Staff will also create a webpage on the City's website and put an article in the newspaper. It is currently estimated to have 300 sewer lateral inspection videos submitted to the City per year (only 200 were estimated in year 2013.) It is planned to have existing staff administer this program.

Attachments:

- Proposed Ordinance Amending Section 13.60.050 (Maintenance Generally) of Chapter 13.60 (Building Sewers and Sewer Laterals)
- Proposed Ordinance Adding Chapter 13.80 (Building Sewer Lateral Inspection and Repair Program) to Title 13 (Public Services)
- Typical Sewer Connection Diagram
- Bay Area Clean Water Agency's List of Bay Area Sewer Collection Agencies with a sewer lateral ordinance
- V.W. Housen and Associates' List and accompanying map of Bay Area Sewer Collection Agencies with Lateral Replacement Programs



**CITY OF BENICIA**

**ORDINANCE NO. 15-**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BENICIA AMENDING SECTION 13.60.050 (MAINTENANCE GENERALLY) OF CHAPTER 13.60 (BUILDING SEWERS AND SEWER LATERALS) OF TITLE 13 (PUBLIC SERVICES) OF THE BENICIA MUNICIPAL CODE**

**THE CITY COUNCIL OF THE CITY OF BENICIA DOES HEREBY ORDAIN AS FOLLOWS:**

**Section 1.**

Section 13.60.050 (Maintenance Generally) of Chapter 13.60 (Building Sewers and Sewer Laterals) of Title 13 (Public Services) of the Benicia Municipal Code is amended as follows:

**13.60.050 Maintenance generally.**

Refer to Section 13.80.110 (Sewer Lateral Maintenance Responsibilities) of Chapter 13.80 (Building Sewer Lateral Inspection and Repair Program) of Title 13 (Public Services)

**Section 2.**

**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 or more sections, subsections, phrase or clauses be declared unconstitutional on their face or as applied.

\*\*\*\*\*

On the motion of Council Member \_\_\_\_\_, seconded by Council Member \_\_\_\_\_, the foregoing ordinance was introduced at a regular meeting of the City Council on the 17<sup>th</sup> day of November, 2015, and adopted at the regular meeting of the Council on the \_\_\_\_\_ day of \_\_\_\_\_ 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

ATTEST:

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

\_\_\_\_\_  
Date

**CITY OF BENICIA**  
**ORDINANCE NO. 15-**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BENICIA AMENDING TITLE 13 (PUBLIC SERVICES) OF THE BENICIA MUNICIPAL CODE BY ADDING CHAPTER 13.80 (BUILDING SEWER LATERAL INSPECTION AND REPAIR PROGRAM)**

**THE CITY COUNCIL OF THE CITY OF BENICIA DOES HEREBY ORDAIN AS FOLLOWS:**

**Section 1.**

**Title 13 (Public Services) of the Benicia Municipal Code is amended by adding a new Chapter 13.80 (Building Sewer Lateral Inspection and Repair Program) to read as follows:**

**Chapter 13.80**

**BUILDING SEWER LATERAL INSPECTION AND REPAIR PROGRAM**

**Sections:**

- 13.80.010 Purpose.
- 13.80.020 Definitions.
- 13.80.030 Requirement for Backflow Prevention Device and Sewer Lateral Cleanout.
- 13.80.040 Unlawful to Maintain Defective Sewer Lateral or Improperly Connected Sewer Lateral.
- 13.80.050 Conditions Requiring Cleaning and Inspection of Existing Building Sewer Lateral.
- 13.80.060 Common Interest Developments
- 13.80.070 Inspection Procedures and Criteria for Existing Building Sewer Lateral.
- 13.80.080 Building Sewer Lateral Compliance and Issuance of Certificate of Compliance.
- 13.80.090 Repair or Replacement of Building Sewer Lateral due to Failed Inspection.
- 13.80.100 Repair or Replacement of Building Sewer Lateral upon Sale or Transfer of Property.
- 13.80.110 Sewer Lateral Maintenance Responsibilities.
- 13.80.120 Hardship Deferrals for Building Sewers and Sewer Laterals Repair or Replacement.
- 13.80.130 Notices to Correct Violations.
- 13.80.140 Coordination of Lateral Repairs With City Utility and Streets Improvement Projects.
- 13.80.150 Regulations to Implement This Chapter.
- 13.80.160 Nuisance.
- 13.80.170 Failure to Comply With This Chapter.
- 13.80.180 Right of Entry.

**13.80.010 Purpose.** The purpose of this chapter is (i) to provide for operation and maintenance of the city's sewer system in a reliable and serviceable condition; (ii) to eliminate or minimize sewage overflows by eliminating or minimizing stoppages and reducing sources of inflow and infiltration into the city's sewer system; (iii) to comply with applicable legal requirements pertaining to the city's sewer system; and (iv) to protect the public health and

safety by establishing and providing a mechanism for enforcing performance standards for building sewer laterals that connect or are connected to a city public sewer main.

**13.80.020 Definitions.**

As used in this chapter, the following words, phrases and terms shall have the following definitions:

“Backflow Prevention Device” includes, but is not limited to, backwater overflow devices, backwater check valves, pressure relief devices, shutoff systems, and any other devices the city may approve for the purpose of preventing or minimizing the possibility that raw sewage will back up into any structure or for any similar purpose.

“Building Cleanout” means at a point where the building drain and the building sewer lateral connect (2) feet outside the building wall, a segment of pipe rising to the surface, providing access to the building sewer lateral for purposes of inspection and removal of obstructions. Segment of pipe riser should be topped with a backflow prevention device.

“Building Drain” means the part of the lowest piping of a building drainage system which receives the discharge from soil, waste and other drainage pipes within the building or structure and conveys it to the building sewer lateral beginning two (2) feet outside the building wall.

“Building Sewer Lateral” means the part of the generally horizontal piping of a drainage system which extends from the end of the building drain and which receives the discharge of the building drain and conveys it to a public sewer. The building sewer lateral begins at the wye (material fitting) or point of connection with the public sewer, and terminates at the point of connection to the building drain two (2) feet outside the building wall.

“Building Wall” means the exterior component part of a structure built, erected, framed and designed for the housing, shelter, enclosure or support of persons, animals, or property of any kind.

“Certificate of Compliance” is a written certificate issued to a property owner by the public works director or his/her designee certifying that a building sewer lateral is properly equipped, structurally sound and complies with all standards established by the city.

“Closed Circuit Television (CCTV)” means a process whereby a camera is placed into, run through and videotapes the inside of a building sewer lateral for the purpose of detecting leaks or other obvious defects.

“Lateral” means “Building Sewer Lateral”

“Lower Sewer Lateral” means the section of the building sewer lateral that runs from the public sewer main in the street to a cleanout at or within five (5) feet of the property line (i.e. the “property line cleanout.”)

“Manufactured Connection” means a commercially manufactured and available sewer “wye” or “tee” fitting of the proper size and material for the subject application.

“Property Line Cleanout” means at a point where the building sewer lateral and the lower sewer lateral connect at or near (within 5 feet) the property line, a segment of pipe rising to the surface, providing access to the lower sewer lateral for purposes of inspection and removal of obstructions. Segment of pipe riser should be topped with a cleanout cap.

“Property Owner” means any individual or entity owning property within the boundaries of the city that is connected to a public sewer.

“Privately-Owned Building Sewer Laterals” means the part of the generally horizontal piping of a drainage system which extends from the end of the building drains and which receives the discharge of the building drain and conveys it to a public sewer. The privately-owned drainage system may include privately-owned laterals with multiple connections.

“Public Sewer” means the sanitary sewers owned and maintained by the city lying within the limits of the public streets, roads, easements, reserves, non-exclusive easements or other public rights-of-way serving or intended to serve two (2) or more separate properties, persons, or parcels. That portion of the building sewer lateral which may lie within any public street or right-of-way is not a public sewer in the city.

“Video Inspection” means a process whereby a camera is moved through the building sewer Lateral and, photographs and electronically records the inside of a building drain, building sewer lateral or public sewer for the purpose of detecting leaks or other obvious defects.

**13.80.030 Requirement for Backflow Prevention Device and Sewer Lateral Cleanout.**

A. New Building Sewer Laterals. All new building sewer laterals, including sewer lateral replacements, shall be equipped with a building cleanout and property line cleanout of type and materials approved by the city. The building cleanout shall be fitted with a backflow prevention device of type and materials approved by the city.

B. Existing Building Sewer Laterals. All existing building sewer laterals shall be equipped with a building cleanout. Any existing building in which the elevation of the lowest floor is less than twelve (12) inches above the rim elevation of the nearest upstream manhole or junction structure in the reach of a city main sewer into which a building sewer lateral connects, shall also be protected from backflow of sewage by installing a backflow prevention device of a type and in the manner prescribed by the city. An existing building that does not conform to this requirement is not protected against flows that may back up from the public sewer main. The property owner is responsible for damage to private property that results from the omission of the required appurtenances.

C. All Backflow Prevention Devices. Any such backflow prevention device shall be installed by the property owner of the property on which the building is constructed, and shall be located on the lateral between the building and the property line, preferably at the location of the building cleanout. The backflow prevention device, if below grade, shall be enclosed in a concrete utility box with removable cover approved by the city and shall be readily accessible for inspection and maintenance. The installation of any such backflow prevention device shall be at the sole cost and expense of the property owner. The maintenance of the backflow prevention device shall be the sole obligation of the property owner or the property owner’s successor in interest. The city shall be under no obligation to ascertain that the backflow prevention device continues in operating condition.

**13.80.040 Unlawful to Maintain Defective Sewer Lateral or Improperly Connected Sewer Lateral.**

A. General. It shall be unlawful for any property owner to maintain a building sewer lateral in a defective condition. As used in this chapter, “defective condition” includes, but is not limited to: (a) displaced joints, leaks or breaks; (b) root intrusion; (c) substantial deterioration; (d) damaged, uncapped or missing cleanout; (e) damaged or missing backwater prevention device when required in Section 13.80.030; (f) in a condition that will allow infiltration and inflow of extraneous water, including, but not limited to rain, storm water or groundwater, or which allows exfiltration of sewage; (g) in a condition that will materially increase the possibility of a blockage or overflow; (h) constructed without a proper permit or with materials not approved by the city; (i) lack of a manufactured connection to the city’s sewer system; (j) otherwise in violation of city requirements; or (k) in such a condition that the tests required by this chapter cannot be accomplished to the satisfaction of the city.

All sewer laterals or sewer cleanouts which contain sump pumps, down spouts or yard drains that discharge into the public sewer, and all other sources of accidental, negligent or intended introduction of storm runoff or similar waters into the public sewer are hereby declared unlawful and are a public nuisance, and shall be abated by the property owner, who is hereby required to remove or correct such improper sewer connections.

**13.80.050 Conditions Requiring Cleaning and Inspection of Existing Building Sewer Lateral.**

A. General. All existing building sewer laterals including, but not limited to, those serving residential, multiple residential, commercial and industrial properties connected to the city’s public sewer shall be cleaned and inspected at the property owner’s expense, when any of the following events occur:

- (1) Within ninety (90) days of the second of two (2) or more sanitary sewer overflows are observed by or reported to the city as being caused by the same building sewer lateral within two (2) years;
- (2) Prior to the point of property transfer/sale, subject to Paragraph B of this section.
- (3) Prior to final inspection by the City of the addition of an additional sink and/or bathroom or addition or improvements with a value of \$50,000 or greater (increased annually on July 1 based upon the percent difference between the last two years of the Engineering News Record Construction Cost index using the most recent data available) or upon the change in use of a commercial property that will result in an increased inflow in the judgment of the city, except if inspection, repair or replacement of the sewer lateral as approved by the City has occurred in the last twenty (20) years, or if lateral was installed within the last ten (10) years;
- (4) Concurrently with the repair or replacement of the main line to which the lateral is connected where evidence exists of issues related to the connected lateral (e.g., roots from the lateral visible in the main line, visible offsets or damage, etc.);
- (5) Within ninety (90) days of notification from the City that a problem is identified via Closed-Circuit Television (CCTV) activities or investigation by city maintenance

crews in response to any sanitary sewer overflow or multiple sewer overflows from the same lateral; or

- (6) If the building sewer lateral may pose a threat to the public health, safety and welfare in the judgment of the city.

B. Exemptions To Cleaning And Inspection Of Existing Building Sewer Lateral. The following shall be exempt from the requirements of this section:

- (1) Residential Real property transfers that are exempt from property tax reassessment by the county assessor's office (e.g. refinances, transfers from parent to child);
- (2) Properties where the entire sewer lateral has been replaced, repaired or inspected and certified by the city within the last 20 years;
- (3) Buildings and sewer laterals constructed within the preceding 10 years;
- (4) Sewer lateral repairs using pipe bursting technology within the past 20 years.

**13.80.060 Common Interest Developments.**

A. General. The homeowners association ("HOA") of a common interest development shall provide video inspection verification of all privately-owned building sewer laterals within the common interest areas within ten (10) years of the effective date of this chapter. After initial verification, video inspection and certification to be completed every ten years. If no homeowners association exists then the individual unit owners both jointly and individually, shall be liable for the duties and obligations with respect to building sewer lateral established by the Benicia Municipal Code. The City of Benicia shall track and make available to the public, dates of certification of the HOA sewer laterals.

B. Exemptions To Cleaning And Inspection Of Existing Building Sewer Lateral. The following shall be exempt from the Property Transfer requirements of this section:

- (1) Residential Real property transfers that are exempt from property tax reassessment by the county assessor's office (e.g. refinances, transfers from parent to child);
- (2) Properties where the entire sewer lateral has been replaced, repaired or inspected and certified by the city within the last 20 years;
- (3) Buildings and sewer laterals constructed within the preceding 10 years;
- (4) Sewer lateral repairs using pipe bursting technology within the past 20 years.
- (5) Sewer laterals located within common property in a Common Interest Development are exempt for a period of 10 years from the effective date of this chapter, to allow Homeowner Associations ample time to budget for and inspect and repair or replace if necessary sewer laterals in their common areas.

**13.80.070 Inspection Procedures and Criteria for Existing Building Sewer Lateral.**

A. Inspection Procedures.

- (1) All existing building sewer laterals shall be inspected by Closed Circuit Television (CCTV) Video Inspection method in accordance with city requirements. Prior to testing, the building sewer lateral shall be thoroughly cleaned.
- (2) The Video Inspection shall be conducted by a licensed contractor qualified to provide video inspections. The contractor must have both a city Business License and a State of California Contractor's License. The public works department will maintain a list of qualified contractors at City Hall, but will not recommend a particular contractor. No city permit is required to perform the CCTV inspection. The CCTV video shall meet all of the following requirements:
  - (a) Shall be in DVD format (or current industry standard format) with the address of the inspection site and telephone number for the point of contact written on the DVD;
  - (b) Cloudy, fuzzy, or otherwise unclear video will be returned for resubmission;
  - (c) Shall show the address of the building sewer lateral and the complete lateral inspection in a single video;
  - (d) Shall show the date the video was taken;
  - (e) Shall clearly show the cleanout or access point used to insert the camera into the building sewer lateral;
  - (f) Shall have a running foot and time marker clearly visible on the screen;
  - (g) Where joints are present, shall briefly stop the camera for at least two (2) seconds at each to clearly indicate their integrity;
  - (h) Contractor shall sign an affidavit affirming that he/she conducted a CCTV video inspection stating the date and property address of the inspection site;
  - (i) CCTV camera shall not enter the city's sewer main unless a lateral launch camera is used. If for any reason the CCTV camera enters the sewer main and gets stuck, it is the property owner's responsibility to excavate, retrieve and repair; and
  - (j) At the city engineer or designee's discretion, the video may be returned for resubmission if any of the above requirements are not strictly adhered to.
- (3) Video recordings of the inspection shall be submitted to the city's public works department for review of the condition of the building sewer lateral along with an application for building sewer lateral video review and the required review fee (to be set forth in the city's Master Fee Schedule.)
- (4) A video inspection shall be valid for a period of six (6) months from the date of the inspection. If a property owner fails to obtain a certificate of compliance from the city within six (6) months after obtaining a video inspection, the city may, in its discretion, require the property owner to obtain another video inspection before issuing a certificate of compliance.

B. Inspection Criteria.

- (1) A building sewer lateral will comply with the provisions of this chapter if CCTV inspection verifies all of the following conditions as approved by the city:

- (A) The building sewer lateral is free of roots, grease deposits, and other solids which may impede or obstruct the transmission of sewage;
- (B) There are no illicit or illegal connections to the building sewer lateral such as roof or yard drainage facilities;
- (C) All joints in the building sewer lateral are tight and sufficiently sound to prevent the exfiltration of sewage or the infiltration of groundwater;
- (D) The building sewer lateral is free of structural defects, cracks, breaks, or missing portions and the grade is reasonably uniform without major sags or offsets;
- (E) The building sewer lateral is equipped with a least one (1) building cleanout located within two (2) feet of the building footprint unless otherwise approved by the city to be placed in another location;
- (F) The building sewer lateral is fitted with a backflow prevention device of type and materials as approved by the city; and
- (G) The building sewer lateral is equipped with a property line cleanout within five (5) feet of the property line at the public right of way; and
- (H) The lower sewer lateral shall be constructed in accordance with city standards including, but not limited to, materials and condition; and
- (I) None of the other defective conditions referred to in Section 13.80.040 exist on the property.

**13.80.080 Building Sewer Lateral Compliance and Issuance of Certificate of Compliance.**

The city shall review the final submitted video inspection for compliance with this chapter. When all conditions are met to the satisfaction of the city, the building sewer lateral shall be certified as complying with the provisions of the Benicia Municipal Code. The city shall thereupon issue a certificate of compliance to the property owner, noting that the building sewer lateral serving the property is properly equipped, structurally sound and meets the requirements of the city. Once a certificate of compliance is issued, the city shall not require testing of the building sewer lateral for which the certificate of compliance is issued for a period of twenty (20) years from the date of issuance of the certificate of compliance unless the city has reason to believe the building sewer lateral is in a defective condition as specified in 13.80.050(A). The certificate of compliance shall not imply a warranty or guarantee of any kind.

**13.80.090 Repair or Replacement of Building Sewer Lateral due to Failed Inspection.**

A. Notice and Repair/Replacement. When the city determines, in its discretion, that a building sewer lateral is in a defective condition, the city will provide the property owner a Sewer Lateral Deficiency Report, which will outline the problem(s) identified and corrective action. Property owner shall make all repairs necessary to bring the building sewer lateral into compliance in accordance with all city requirements. All costs of repair or replacement of the building sewer lateral, cleanouts, and backflow prevention devices shall be borne by the property owner.

A licensed contractor shall perform repairs to the building sewer lateral behind the right-of-way line or on private property. This requires a building (plumbing) permit and the work will be inspected and accepted as complete by a building inspector. A "building cleanout," if not present, will be installed as required by the plumbing code at the location where the building sewer lateral enters the home/structure.

A licensed contractor hired by the property owner shall perform repairs to the portion of the building sewer lateral between the right-of-way line and the public sewer main, which is typically located in the street or alley. This requires an encroachment permit issued by the engineering division in the public works department. A post-construction video inspection shall be submitted to the city for review and acceptance of the completed repairs. The city reserves the right to conduct its own post-construction video. In addition, the work will be inspected and accepted as complete by the City Engineer or his/her authorized representative.

All work in the public right-of-way, including materials used, must be consistent with the city of Benicia Engineering Design Standards. Property owner shall repair or replace the building sewer lateral within sixty (60) days of receipt of the Sewer Lateral Deficiency Report. Contact the public works engineering division for more information.

B. Additional Inspection. Upon completion of repairs to or replacement of the building sewer lateral, if determined necessary by the city, another video inspection shall be conducted, at the property owner's expense, to verify that the repairs or replacement have been properly completed.

**13.80.100 Repair or Replacement of Building Sewer Lateral upon Sale or Transfer of Property.**

The repairs or replacement of a building sewer lateral that result from the testing required as a result of the sale or transfer of property in a non-probate transaction shall have a bonded encroachment permit on file with the engineering division or be completed prior to the close of escrow of the sale or, if there is no escrow, prior to recording the deed or other document transferring title, unless otherwise allowed by Section 13.80.110 or 13.80.120 of this chapter. For properties sold or transferred in a probate or other testamentary proceeding, pursuant to the terms of a revocable living trust or similar instrument, or pursuant to the termination of a joint tenancy or similar proceeding, any repair or replacement of a building sewer lateral shall be completed within 180 days after the probate sale or other transfer.

**13.80.110 Sewer Lateral Maintenance Responsibilities.**

A. General. The property owner shall be responsible for maintaining the sewer lateral from the house/structure to the public sewer main unless maintenance responsibilities are authorized per Section B. of this chapter and there is a City approved cleanout ("property line cleanout") located within five (5) feet of the property boundary and the cleanout is accessible.

B. Authorizing Maintenance of the Lower Sewer Lateral by the City. If a property owner desires to authorize the City to clean and conduct CCTV inspection of the lower sewer lateral, then the City will conduct these services as a courtesy to the property owner, provided the following criteria shall be met:

- (1) The property owner's lower lateral must meet the City's standard specifications and the property owner shall obtain a valid Certificate of Compliance from the City in accordance with Section 13.80.070. If repairs or other modifications are necessary, the property owner will make those specified repairs to the building sewer lateral.
- (2) A property line cleanout is required to be installed within the existing sidewalk or the location of a future sidewalk. In absence of plans for a future sidewalk, the property line cleanout shall be placed within five (5) feet of the property line with a one-foot square concrete pad surrounding the property line cleanout.

- (3) An encroachment permit is required for all work.

When the above conditions are satisfied and the work is accepted by the City Engineer or his/her authorized representative, the city will provide cleaning and CCTV inspection of the lower sewer lateral. However, the property owner is responsible for any stoppages or private sewer lateral overflows that result from any material of non-sewage origin that enters the lower sewer lateral from the property. Further, the property owner is responsible for conducting any future repairs to the lower sewer lateral, other than those repairs that are caused by the City's cleaning and/or CCTV inspection activities.

C. Shared Building Sewer Laterals. There may be building sewer laterals serving two or more private properties and/or buildings in the older portions of Benicia. This is an acceptable situation when there is an agreement or recorded easement between the affected properties and/or buildings. If the affected property owners cannot provide an easement or do not agree to share the building sewer lateral, it will be necessary for each property owner to obtain a separate sewer lateral connection to the public sewer main in accordance with BMC § 13.60.001.

D. Water Turn-off During Sanitary Sewer Overflows. In the event of a sanitary sewer overflow, the city reserves the right to turn off water service to the customer's property. No turn off service fee will be applied. The city will turn on water service after the sanitary sewer overflow is remedied.

### **13.80.120 Hardship Deferral for Building Sewer Lateral Repair or Replacement.**

A. In the event that the property owner has a legitimate hardship, as defined in paragraph B of this section, the requirements of this chapter shall be deferred, as outlined in paragraphs C, D and E of this section. The city shall place a Notice of Violation and a lien with Solano County on all properties with a hardship deferral. If a sewer-related problem on a property in hardship status requires immediate replacement or repair in order to prevent a public health or safety hazard, the city shall perform necessary repairs and will be entitled to recoup the cost of such necessary repairs prior to removing the lien.

B. Acceptable Hardship Conditions. A property owner who is unable to pay for the cost of an inspection and/or necessary repairs will be granted up to a one-year hardship deferral, upon signing an affidavit, under penalty of perjury, indicating that he or she is unable to afford such expenses due to one of the following situations:

- (1) Loss of Employment;
- (2) Substantial Loss or Reduction of Income;
- (3) High medical or health care expenses for property owner, spouse or dependent;
- (4) Major recent unexpected expenses (must describe); or
- (5) Severe Illness.

C. One-Year Hardship Conditions. A hardship shall be granted up to one full year at the discretion of the City, beginning on the date the hardship is granted. At the end of one year, the property owner must either apply for an extension of hardship status (as described in paragraph D of this section) or immediately comply with all previously deferred requirements of this chapter. Further, upon termination of a property owner's hardship, the property owner shall reimburse the city for all fees and expenses paid on the property owner's behalf, including reasonable interest incurred by the city during the deferral period.

D. Hardship Deferral Extensions, Special-Case Hardships & Financial Review Committee. The City Manager shall appoint a Financial Review Committee, consisting of the Assistant City Manager, Public Works Director and Finance Director. Those with special-case hardships which don't fall into one of the categories in paragraph 2 of this sub-section will be referred to the Financial Review Committee, which will review the property owner's financial situation and determine whether or not to grant a special-case hardship deferral for up to one-year.

E. Any property owner to whom a hardship finding is granted shall be given written notice of the finding. Said notice shall inform the property owner that the building sewer lateral repair or replacement requirement is only deferred up to one year and is not waived entirely. A property owner with a hardship deferral shall be required to notify the city immediately upon offering the property for sale. In the event of sale of property, a copy of the notice shall be sent to the property owner who is selling the property.

**13.80.130 Notice to Correct Violations.**

If the public works director receives notice that a building sewer lateral does not or may not meet the standards set forth in this chapter and the property owner does not agree in writing to perform the repairs or replacements necessary to bring the building sewer lateral into compliance, then the public works director shall give written notice of violation to the property owner of any conditions that violate this chapter. Such notice shall be provided using Certified Mail and shall specify the repair or replacement necessary to correct the condition and the time in which to make the correction, and shall advise the property owner of the enforcement provisions of this chapter. If the repairs are required as a condition of transfer of ownership, and the city determines that the property may be transferred before the required testing or repairs can be completed, the city will provide the property owner with an estimated cost for the repair, such funds shall be placed in escrow in a manner that is determined by the property buyer and seller, and the responsibility for repair within 60 days after close of escrow shall be transferred to the new property owner. If the repairs are not completed within the time allowed by the city, either by original notice or upon transfer of ownership, then the city will exercise authority to complete the repairs and place a lien on the property for the associated cost under California Health and Safety Code Section 5463.

**13.80.140 Coordination of Lateral Repairs With City Utility and Street Improvement Projects.**

Whenever the city plans a project to inspect, maintain, repair or replace a public sewer that involves excavation of a street, the city shall notify all property owners whose building sewer laterals connect to that public sewer main where the project is to be performed. The city shall work with interested property owners to coordinate repair/replacement of building sewer laterals needing replacement with the city's project. The cost of the repair and/or replacement of the building sewer lateral is the responsibility of the property owner.

**13.80.150 Regulations to Implement This Chapter.**

The public works director may establish rules, regulations, guidelines and policies for implementing and enforcing this chapter.

10/28/15

**13.80.160 Nuisance.**

Any building sewer lateral or appurtenance thereto that is in violation of this chapter is hereby declared to be unlawful and a public nuisance and subject to abatement pursuant to Benicia Municipal Code Title 8, chapter 8.04 as currently in effect or as hereafter amended.

**13.80.170 Failure to Comply With This Chapter.**

In the event of a failure to comply with any provision of this chapter within the allotted time, the city may bring an enforcement action and exercise any other remedy provided by the Benicia Municipal Code and/or applicable law against the property owner and any other responsible party including turning off water. In addition thereto, and property owner who fails to fully comply with this chapter shall be responsible for all damages that arise from or relate to such failure. For purposes of the Section, "damages" include all compensatory damages, fines, penalties, assessments and other monetary exactions that may be awarded to, levied or assessed by any person, firm, corporation, company or public entity.

**13.80.180 Right of Entry.**

As a condition of receipt of city sewer services and use of the Public Sewer, the city engineer, or his or her designee, may enter, inspect, collect wastewater samples, and test any buildings, structures, or premises to secure compliance or prevent a violation of the chapter. Unless there is an emergency threatening the public health, safety or welfare, the city engineer shall provide at least ten (10) business days notice to the property owner of intent to enter upon property. The city engineer may also request that a property owner provide all written records of building sewer lateral inspection, maintenance, repair and replacement at the time of inspection or within ten (10) or more business days after receipt of the request.

**Section 2.**

**Effective Date.** This Ordinance shall go into effect ninety (90) days after the date of its passage and adoption.

**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 or more sections, subsections, phrase or clauses be declared unconstitutional on their face or as applied.

\*\*\*\*\*

10/28/15

On the motion of Council Member \_\_\_\_\_, seconded by  
Council Member \_\_\_\_\_, the foregoing  
ordinance was introduced at a regular meeting of the City Council on the 17<sup>th</sup> day of  
November, 2015, and adopted at the regular meeting of the Council on the  
\_\_\_\_ day of \_\_\_\_\_ 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

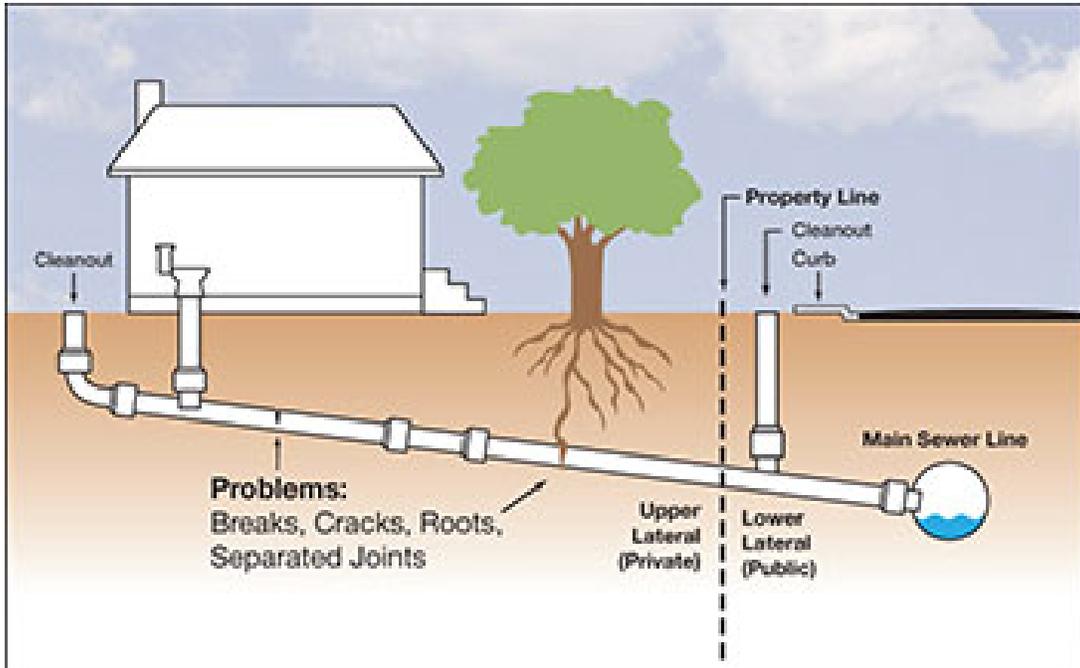
\_\_\_\_\_  
Elizabeth Patterson, Mayor

ATTEST:

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

\_\_\_\_\_  
Date

### Typical Sewer Connection





**Bay Area Clean Water Agency**  
**List of Bay Area Sewer Collection Agencies with a Sewer Lateral Ordinance**

<b>Agency</b>	<b>Sewer Lateral Ordinance</b>	<b>Cost Sharing Program</b>	<b>Comments</b>
Alameda City	x		
Albany City	x		
Almonte SD	A	x	Members of the Sewerage Agency of Southern Marin.
Belmont City	x		
Benicia City	pending		In the process of adopting a new ordinance for sewer lateral repairs. It is presently going through the public comment process.
Berkeley City if Public Works	x		
Burlingame City	x		
Calistoga City	x	x	
Castro Valley SD		x	
Corckett Community Services District	x		
East Bay MUD	x		
Emeryville City	x		
Foster City	x		The City adopted an ordinance in March of 2009 clarifying the fact that sewer laterals are the responsibility of the building owner to the point where they connect to the public sewer.
Helena City	x		Before obtaining a building permit from the City, an entity is required to assess the integrity of the lateral to the main and replace it if necessary.
Hercules City	x		
Hillsborough City	x		
Homestead Valley SD	x	x	Members of the Sewerage Agency of Southern Marin.
Las Gallinas SD	x	x	The Las Gallinas Valley Sanitary District has a Lateral Assistance Program where the District pays up to \$10,000 for lateral replacement or repairs. The homeowner is then billed via their annual tax bill for up to 10 years at 2% interest. Also, whenever the District performs replacement or repairs on mainlines, the lower lateral is replaced free of charge for those homes impacted by the project.
Livermore City	x		
Millbrae City	x		The City of Millbrae adopted a private sanitary sewer lateral Ordinance No. 738 on March 22, 2011.
Milpitas City	x		
North San Mateo County SD	x		
Oakland City	x		
Pacifica City	x		
Petaluma City		x	
Piedmont City	x		
Pinole City	x		
Richardson Bay SD	x	x	Members of the Sewerage Agency of Southern Marin.
Richmond City	x	x	Has a Residential Lateral Grant Reimbursement Program.
Rodeo Sanitary District	x		

Sab Carlos City	x		Adopted in 2010.
San Bruno City	x		
San Mateo City		x	
San Rafael SD	x		San Rafael Sanitation District does not have a lateral replacement policy at this time, but it does have Ordinance No. 54 on the maintenance of sewer laterals.
Sanitary District #2 of Marin	x	x	
Sausalito City	x	x	Ordinance: <a href="http://www.codepublishing.com/ca/sausalito/html/sausalito18/Sausalito1812.html#18.12.100">http://www.codepublishing.com/ca/sausalito/html/sausalito18/Sausalito1812.html#18.12.100</a>  Private Lateral Repair Program: <a href="http://www.ci.sausalito.ca.us/index.aspx?page=793">http://www.ci.sausalito.ca.us/index.aspx?page=793</a>
Sausalito-Marin City SD	x	x	Has a Private Lateral Ordinance and Loan assistance program.
Sewerage Agency of Southern Marin	x		
SFPUC	x		
South San Francisco City	x		
Stege SD	x		
Tomaes Village CSD		x	
Vallejo SD	x		
West County Wastewater District	x		

Data Collected in June 2014

San Francisco Bay Area Wastewater Collection Agencies with Lateral Replacement Ordinances

Agency	Year Enacted	Activities that Require Lateral Inspection to Determine Resulting Action					Under Regulatory Action	Notes
		Change in Plumbing	Change in Use	Agency Mandates Inspection	Point of Sale	Voluntary		
Castro Valley SD	1998					x		
City of Alameda	1988 rev 2012	x	x		x		x	Administrative Order issued by the EPA in 2009 required lateral inspection upon transfer of ownership (and subsequent replacement if inspection fails), as well as several other criteria.
City of Albany	1994	x	x	x	x		x	
City of Berkeley	2006 and 2011	x	x	x	x		x	
City of Emeryville	2011	x	x	x	x		x	
City of Oakland	2011	x	x	x	x		x	
City of Piedmont	2011	x	x	x	x		x	
Stege SD	2005	x	x	x	x		x	
City of Burlingame	1986						x	
Burlingame Hills Sewer Maintenance District (San Mateo County)	2009				x		x	Baykeeper Consent Decree finalized in 2009 required BHSMD to propose and recommend approval of a lateral replacement program that includes transfer of ownership, among other criteria.
City of Hercules	2010	x	x	x	x			
City of Millbrae	2011	x	x		x		x	Baykeeper Consent Decree finalized in 2010 required the City to propose and recommend approval of a lateral replacement program that includes transfer of ownership, among other criteria.
City of Mill Valley	2014	x	x	x	x			
City of Pacifica	2012	x	x		x		x	SWRCB/RWQCB Order issued in 2011 required the City to present for adoption an ordinance and lateral replacement program that included transfer of ownership, among other criteria.
City of Richmond	2006	x	x	x	x		x	Baykeeper Consent Decree finalized in 2006 established requirements for a lateral grant program. It is not clear if a different regulatory requirement mandated the lateral program, which was initiated in the same timeframe.
City of Sausalito	1991	x	x		x		x	EPA Order issued in 2006 requires the City to develop a plan to address private laterals. The ordinance was in place prior to issuance of the Order.
Crockett CSD	2007				x			
Cupertino SD	2006	x	x					
Las Gallinas Valley Sanitary District	2013					x		
Ross Valley Sanitary District	2009 Updated 2014	x	x	x	x		x	Regional Board Cease and Desist Order requires the District to present an amended ordinance and lateral replacement program that includes transfer of ownership, among other criteria, to the Board for action by July 1, 2014.
Marine Area Regional Agency of Southern Marin	2014	x	x	x	x			
City of Hillsborough	pre-2009			x	x		x	Regional Board Cease and Desist Order required the City to severely reduce I&I, and a Supplemental Environmental Project described the lateral replacement program.
City of Corte Madera	2002			x		x		
San Bruno Sanitation and FCD	1994					x		
East County Wastewater District	2008	x	x	x	x		x	Baykeeper Consent Decree finalized in 2006 established requirements for a lateral grant program. It is not clear if a different regulatory requirement mandated the lateral program, which was initiated in the same timeframe.

# Lateral Replacement Programs in the Bay Area

- Program does not include transfer of ownership
- Program includes transfer of ownership/point of sale



**AGENDA ITEM  
CITY COUNCIL MEETING: NOVEMBER 17, 2015  
COUNCIL MEMBER COMMITTEE REPORTS**

**DATE** : October 28, 2015  
**TO** : Mayor Patterson  
**FROM** : City Manager  
**SUBJECT** : **MAYORS' COMMITTEE MEETING**

The following information is provided for your committee report at the November 17, 2015 City Council meeting.

The Mayors' Committee meetings are held quarterly in Dixon. The next meeting is scheduled for December 16, 2015 and the agenda is not yet available.



**AGENDA ITEM**  
**CITY COUNCIL MEETING: NOVEMBER 17, 2015**  
**COUNCIL MEMBER COMMITTEE REPORTS**

**DATE** : November 9, 2015

**TO** : Vice Mayor Mark Hughes  
Council Member Alan Schwartzmann

**FROM** : City Attorney

**SUBJECT** : **ABAG COMMITTEE MEETING**

The following information is provided for your committee report at the November 17, 2015 Council meeting.

- The draft minutes are not yet available for the Spring General Assembly meeting held May 14, 2015.
- The date has not yet been scheduled for the next meeting.



**AGENDA ITEM**  
**CITY COUNCIL MEETING: NOVEMBER 17, 2015**  
**COUNCIL MEMBER COMMITTEE REPORTS**

**DATE** : November 6, 2015

**TO** : Vice Mayor Hughes  
Council Member Strawbridge

**FROM** : Assistant City Manager

**SUBJECT** : **FINANCE COMMITTEE REPORT**

The following information is provided for your committee report at the November 17, 2015 Council meeting.

The last Finance Committee meeting was held on October 22, 2015; draft minutes are not yet available. The next meeting will be on Thursday, November 19, 2015 at 9:00 a.m.



**AGENDA ITEM  
CITY COUNCIL MEETING: NOVEMBER 17, 2015  
COUNCIL MEMBER COMMITTEE REPORTS**

**DATE** : October 28, 2015

**TO** : Mayor Patterson  
Vice Mayor Hughes

**FROM** : City Manager

**SUBJECT** : **LEAGUE OF CALIFORNIA CITIES**

The following information is provided for your committee report at the November 17, 2015 City Council meeting.

The next North Bay Division General Membership Meeting is TBD.



**AGENDA ITEM**  
**CITY COUNCIL MEETING: NOVEMBER 17, 2015**  
**COUNCIL MEMBER COMMITTEE REPORTS**

**DATE** : October 28, 2015

**TO** : Vice Mayor Hughes  
Council Member Strawbridge

**FROM** : City Manager

**SUBJECT** : **CITY COUNCIL/SCHOOL BOARD LIAISON COMMITTEE**

The following information is provided for your committee report at the November 17, 2015 City Council meeting.

This committee meets quarterly. Meetings for 2015 will be held at the Benicia Unified School District's Board Room located at 350 East K Street.

The next meeting will be on December 10, 2015 at 8:30 a.m. and the agenda is not yet available.



**AGENDA ITEM**  
**CITY COUNCIL MEETING: NOVEMBER 17, 2015**  
**COUNCIL MEMBER COMMITTEE REPORTS**

**DATE** : November 10, 2015

**TO** : Vice Mayor Hughes  
Council Member Campbell

**FROM** : City Manager

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

The following information is provided for your committee report at the November 17, 2015 Council meeting.

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



**AGENDA ITEM**  
**CITY COUNCIL MEETING: NOVEMBER 17, 2015**  
**COUNCIL MEMBER COMMITTEE REPORTS**

**DATE** : November 3, 2015

**TO** : Vice Mayor Hughes  
Council Member Strawbridge

**FROM** : City Manager

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

The following information is provided for your committee report at the November 17, 2015 Council meeting.

The last Board of Directors meeting is scheduled for Thursday, September 10, 2015 at 9:00 AM at Jelly Belly Visitors Center in Fairfield. The agenda for this meeting was previously issued. The minutes are attached.

The next Board of Directors meeting will be held on Thursday, November 12, 2015. The agenda for this meeting is not yet available.

Attachments:

- Minutes, Solano EDC Board of Directors September 10, 2015





**SOLANO EDC BOARD OF DIRECTORS MEETING**  
**September 10, 2015**  
**MINUTES**

**CALL TO ORDER**

Chairman Kuhn called the meeting to order at 9:01 am at the Jelly Belly Candy Company.

**Attending were:**

Greg Armstrong	Robert Arp	Stan Arterberry	Len Augustine
John Barkey	Jack Batchelor	Dr. Ramona Bishop	Bill Browne
Michele Daugherty	Pippin Dew-Costa	Mario Giuliani	J. Paul Harrington
Steve Huddleston	Mark Hughes	Ron Kott	Laura Kuhn
Melyssa Laughlin	Albert Lavezzo	James McCracken	Patrick McGuire
Barry Nelson	Sandy Person	Sean Quinn	Scott Reynolds
Michael Segala	Tom Sheaff	Scott Sheldon	Talyon Sortor
Jay Speck	Patsy Van Ouwerkerk	Louise Walker	David White

**Absent were:**

Travis Armstrong	Robert Bloom	Suzanne Bragdon	Rebecca Brandt
Tim Chapa	Birgitta Corsello	Daryl Halls	Erin Hannigan
Dilenna Harris	Marc Hutt	Dan Keen	Brad Kilger
Bridgit Koller	Jim Lindley	Deanna Mott	Harry Price
Jon Quick	Tom Recknagel	Scott Thomas	

**NEW BOARD MEMBER**

Chairman Kuhn welcomed Michele Daugherty with Associated Builders and Contractors Inc. to the Board.

**APPROVAL OF MINUTES**

Chairman Kuhn called for approval of minutes of the July meeting. Upon motion duly made (Reynolds) and seconded (Segala) it was RESOLVED, that the minutes of the July 9, 2015 meeting of the Solano EDC Board of Directors be accepted as submitted.

**TREASURERS REPORT**

Treasurer Walker presented the financial report for the month of August 2015. Upon motion duly made (Batchelor) and seconded (Reynolds) it was RESOLVED, that the Treasurer's Report be accepted.

**ADVOCACY COMMITTEE**

Chair-elect Huddleston presented a letter from addressing the impact of SB 3 minimum wage adjustment. Since the letter was drafted SB 3 stalled in an Assembly appropriations committee. He asked the Board to authorize letter with edits to reflect the latest development. Upon motion duly made (Lavezzo) and seconded (Batchelor) it was RESOLVED, letter be approved.

**MOVING SOLANO FORWARD**

Sean Quinn, Solano EDC Project Manager for the Moving Solano Forward phase 2 project informed the group the RFP will go out next week. Over the next 18 months the EDC will host four forums addressing the quality of life issues identified in the report.

**PRESIDENT'S REPORT**

President Person provided an update on: prospect activity; Moving Solano Forward next steps; Manex workshop; Solano Energy Watch; broadband grant and Impact Solano event.

Calendar items were discussed. The meeting adjourned 10:07 am.

**Sandy Person**  
 President  
 sandy@solanoedc.org

**Patrick McGuire**  
 Vice President  
 patrick@solanoedc.org

**Patricia Uhrich**  
 Office Manager  
 pat@solanoedc.org

**J. Paul Harrington**  
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**AGENDA ITEM**  
**CITY COUNCIL MEETING: NOVEMBER 17, 2015**  
**COUNCIL MEMBER COMMITTEE REPORTS**

**DATE** : October 28, 2015

**TO** : Mayor Patterson  
Council Member Campbell

**FROM** : Director of Public Works

**SUBJECT** : **SOLANO TRANSPORTATION AUTHORITY**

The following information is provided for your committee report at the November 17, 2015 City Council meeting.

The Minutes from the October 14, 2015 Regular Board meeting will not be available until the December meeting. STA's 25<sup>th</sup> Anniversary Awards were held on November 4, 2015 at the Clock Tower.

The next regular meeting will be on December 9, 2015 at Suisun City Hall and the agenda for that meeting is unavailable.



**AGENDA ITEM**  
**CITY COUNCIL MEETING: NOVEMBER 17, 2015**  
**COUNCIL MEMBER COMMITTEE REPORTS**

**DATE** : October 28, 2015

**TO** : Mayor Patterson  
Vice Mayor Hughes  
Council Member Campbell

**FROM** : Director of Public Works

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

The following information is provided for your committee report at the November 17, 2015 City Council meeting.

The draft minutes of the October 15, 2015 meeting are attached. The agenda for the regular meeting on November 12, 2015 is attached. The next meeting is scheduled for December 10, 2015.

Attachments:

- Draft minutes of the October 15, 2015 regular meeting
- Agenda for November 12, 2015 regular meeting



**SOLANO COUNTY WATER AGENCY  
BOARD OF DIRECTORS MEETING MINUTES**

**MEETING DATE: October 15, 2015**

The Solano County Water Agency Board of Directors met this evening at the Solano County Water Agency. Present were:

Supervisor Linda Seifert, Solano County District 2  
Supervisor James Spering, Solano County District 3  
Supervisor John Vasquez, Solano County District 4  
Supervisor Skip Thomson, Solano County District 5  
Mayor Len Augustine, City of Vacaville  
Mayor Pete Sanchez, City of Suisun City  
Mayor Norm Richardson, City of Rio Vista  
Mayor Jack Batchelor, City of Dixon  
Mayor Harry Price, City of Fairfield  
Mayor Elizabeth Patterson, City of Benicia  
Director J. D. Kluge, Solano Irrigation District  
Manager Mike Hardesty, Reclamation District 2068  
Manager Don Holdener, Maine Prairie Water District

**CALL TO ORDER**

The meeting was called to order at 6:30 P.M. by Manager Hardesty.

**APPROVAL OF AGENDA**

On a motion by Supervisor Vasquez and a second by Mayor Richardson the Board unanimously approved the agenda.

**PUBLIC COMMENT**

There were no comments.

**CONSENT ITEMS**

Director Kluge requested Items 5C be pulled for discussion.

On a motion by Supervisor Vasquez and a second by Mayor Sanchez the Board unanimously approved Consent Items 5A, 5B, and 5D.

- (A) Minutes: Approval of the Minutes of the Board of Directors meeting of September 10, 2015 is recommended.
- (B) Expenditure Approvals: Approval of the September checking account register is recommended.
- (D) Purchase Order for new slide gate and actuator for Putah Diversion Dam: Authorize General Manager to approve \$14,500 Purchase Order for new slide gate and actuator at the Putah Diversion Dam (PDD).

Staff clarified that the General Manager has the existing delegated authority to issue contract change orders on Agency public works projects up to a cumulative cap of \$50,000. This recommendation is to increase that authority for up to a cumulative amount of 20% of the bid price. This extended authority shall apply to this project only. All change orders issued under this authority will be reported to the Board each month as part of the General Manager's report and any change order requests beyond the 20% if reached, will require approval by the Board.

Director Spring requested to have the General Manager notify the Board Chair before issuing a change order under this limited authority. Director Kluge moved approval of Item 5C with the amendment for notification to the Chair. Mayor Augustine requested an additional modification to clarify that the existing routine delegated authority should be preserved allowing the General Manager to execute change orders up to the initial \$50,000 and that the Chair only be notified on requests beyond that amount. Director Kluge accepted the modification. Upon further deliberation on the appropriate level of oversight, a second on the motion was made by Mayor Batchelor and the Board unanimously approved an amended Item 5C as:

- (C) Contingency and Amendments for the Putah South Canal Headworks Project:
1. Authorize General Manager to approve Change Orders for the PSC Headworks Improvement Project that collectively do not exceed 20 percent (\$239,843) of the total bid price (\$1,199,215). The Chair shall be notified before issuing any change orders beyond \$50,000 and up to the 20% cap;
  2. Authorize General Manager to execute Amendment No. 1 with KC Engineering, increasing the total contract amount by \$25,000, from \$20,000 to \$45,000;
  3. Authorize General Manager to execute Amendment No. 2 with Summers Engineering, Inc., increasing the total contract amount by \$60,000, from \$200,000 to \$260,000.

#### BOARD MEMBER REPORTS

No reports.

#### GENERAL MANAGER'S REPORT

The Strategic Planning Stakeholders meeting is scheduled on Monday, October 19<sup>th</sup> at the County Admin Building in Fairfield. The consultant who has been conducting all of the interviews with management staff and Board members will give a summary presentation on the results of the assessment process.

The Executive Committee recommends convening the Legislative Committee to begin strategizing with Legislative Advocate Patrick Leathers. A summary of the State Water Contractors Legislative report was handed out.

#### LAKE BERRYESSA OUTREACH VIDEO & PRESENTATION

A video summarizing the 2015 Lake Berryessa Outreach Program on invasive species and water quality education was viewed. Lake Berryessa Outreach interns presented results from the 2015 program.

The Board expressed interest in evaluating a more robust program. Staff will bring recommendations to the Board on potential ways to augment the existing Lake Berryessa Outreach Program.

#### GROUNDWATER MANAGEMENT OF SOLANO SUB-BASIN PURSUANT TO SUSTAINABLE GROUNDWATER MANAGEMENT ACT

Manager Sanford summarized the recent activities of the Water Policy Committee to determine policy recommendations to the Board regarding Solano's obligations under the Sustainable Groundwater Management Act. The Committee had met twice and developed these initial recommendations for consideration by the Board:

- 1) Authorize SCWA staff, under the direction of the SCWA Board of Directors Water Policy Committee, to provide administrative services in support of Groundwater Sustainability Agency formation, (staff time and approximately \$10,000 for preparation and distribution of public outreach materials); and
- 2) Authorize SCWA staff to retain, through the Department of Water Resources, Ag Innovations for meeting facilitation services (services provided at no cost to SCWA).

The next Committee meeting is scheduled on November 4 to continue discussions. Committee Chair Supervisor Seifert added that the proposed facilitator, Ag Innovations, and DWR staff attended the second meeting. The facilitator will be putting together a timeline, budget, and project plan. Representatives from Yolo and Sacramento County also participated. Both Sacramento and Yolo County representatives were receptive to discussions of potential modifications to the Solano Sub-basin boundaries. Decision on boundary modifications is a first priority as it affect the determination of stakeholders and there are several options to consider. A technical advisory committee will evaluate the various options and provide an outline of policy consideration. The stakeholder group is also developing guiding principles for adoption by stakeholder agencies.

On a motion by Mayor Richardson and a second by Mayor Patterson the Board unanimously approved the following Committee recommendations as proposed.

#### WATER POLICY UPDATES

1. No report.
2. No report.
3. Supervisor Thomson report that the Delta Protection Commission has embarked on a levee assessment feasibility study. The state is proposing to create assessment districts to fund for maintenance levees. This will be a major issue for our local farming communities protected by these levees. Supervisor Thomson will update the Board as information becomes available.
4. The Legislative Committee will be convening to discuss the Water Agency's platform for the upcoming 2016 legislative session. The platform should evaluate alignment with our participating agencies issues. Modification to Prop 218 and potential public goods charge for water use will be major issues. Supervisor Thompson, Mayors Patterson, Price, and Richardson, and Director Kluge were affirmed as appointees to the Legislative Committee.

#### TIME AND PLACE OF NEXT MEETING

The next regularly scheduled meeting will be Thursday, November 12, 2015 at 6:30 p.m. in the Berryessa Room located at the Solano County Water Agency offices.

#### ADJOURNMENT

This meeting of the Solano County Water Agency Board of Directors was adjourned at 7:40 p.m.

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Roland Sanford  
General Manager & Secretary to the  
Solano County Water Agency



# SOLANO COUNTY WATER AGENCY



## BOARD OF DIRECTORS:

### Chair:

Director Dale Crossley  
Reclamation District No. 2068

### Vice Chair:

Supervisor Erin Hannigan  
Solano County District 1

Mayor Len Augustine  
City of Vacaville

Mayor Jack Batchelor  
City of Dixon

Mayor Osby Davis  
City of Vallejo

Director John D. Kluge  
Solano Irrigation District

Mayor Elizabeth Patterson  
City of Benicia

Mayor Harry Price  
City of Fairfield

Mayor Norm Richardson  
City of Rio Vista

Director Gene Robben  
Maine Prairie Water District

Mayor Pete Sanchez  
City of Suisun City

Supervisor Linda Seifert  
Solano County District 2

Supervisor Jim Spering  
Solano County District 3

Supervisor Skip Thomson  
Solano County District 5

Supervisor John Vasquez  
Solano County District 4

## GENERAL MANAGER:

Roland Sanford  
Solano County Water Agency

## BOARD OF DIRECTORS MEETING

**DATE:** Thursday, November 12, 2015

**TIME:** 6:30 p.m.

**PLACE:** Berryessa Room  
Solano County Water Agency Office  
810 Vaca Valley Parkway, Suite 203  
Vacaville

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **APPROVAL OF AGENDA**
4. **PUBLIC COMMENT**

Limited to 3 minutes for any one item not scheduled on the Agenda.

5. **CONSENT ITEMS**

(A) Minutes: Approval of the Minutes of the Board of Directors meeting of October 15, 2015 is recommended.

(B) Expenditure Approvals: Approval of the October checking account register is recommended.

(C) Continuation of WaterWays School Education Program through FY 2015-2016: Authorize General Manager to execute \$49,945 contract with Putah Creek Council for continuation of WaterWays School Education Program through FY 2015-2016.

(D) Contract amendment for continued administration of Proposition 84 Bay Area Integrated Regional Water Management Conservation Grant: Authorize General Manager to execute \$ 90,000 contract amendment (Amendment No. 2) with GHD for continued administration of Round 1 and Round 2 of the Bay Area IRWMP (BAIRWMP) Conservation Grant.

810 Vaca Valley Parkway, Suite 203  
Vacaville, California 95688  
Phone (707) 451-6090 • FAX (707) 451-6099  
www.scwa2.com



**VIII.C.9.7**

(E) Contract with Integrated Environmental Restoration Services, Incorporated (IERS) for Wragg Fire Watershed Assessment: Authorize General Manager to execute \$39,629 contract with IERS for Wragg Fire Watershed Assessment.

(F) PG&E/Water Agency High-Efficiency Washer Rebate Initiative: Authorize General Manager to execute \$200,000 cost sharing agreement with Pacific Gas & Electric Company (PG&E) to continue participation in the Bay Area Regional-Efficiency Washer Rebate Program.

(G) Bay Area Proposition 84 Integrated Regional Water Management Grant: Authorize the General Manager, on behalf of ten water agencies and two special districts, to execute Amendment 1 of the Local Project Sponsor Agreement with the Association of Bay Area Governments (ABAG) to administer a conservation grant as part of the Bay Area Proposition 84 Integrated Regional Water Management Grant.

**6. BOARD MEMBER REPORTS**

RECOMMENDATION: For information only.

**7. GENERAL MANAGER'S REPORT**

RECOMMENDATION: For information only.

**8. SCWA STRATEGIC PLANNING UPDATE**

RECOMMENDATIONS:

1. Hear JM Consultant's presentation – results of stakeholder interviews.
2. Hear General Manager's report on status of the SCWA Strategic Planning Project and provide direction to staff.

**9. GROUNDWATER MANAGEMENT OF SOLANO SUB-BASIN PURSUANT TO SUSTAINABLE GROUNDWATER MANAGEMENT ACT**

RECOMMENDATION: Hear General Manager's report and provide direction staff.

**10. WATER POLICY UPDATES**

RECOMMENDATIONS:

1. Hear report from staff on current and emerging Delta and Water Policy issues and provide direction.

- Next Scheduled Meeting: December 7, 2015 at Solano County Water Agency in Vacaville.
3. Hear report from Supervisor Thomson on activities of the Delta Counties Coalition and Delta Protection Commission.
  4. Hear report from Legislative Committee.

**11. TIME AND PLACE OF NEXT MEETING**

Thursday, December 10, 2015 at 6:30 p.m. at the SCWA offices.

***The Full Board of Directors packet with background materials for each agenda item can be viewed on the Agency's website at [www.scwa2.com](http://www.scwa2.com).***

Any materials related to items on this agenda distributed to the Board of Directors of Solano County Water Agency less than 72 hours before the public meeting are available for public inspection at the Agency's offices located at the following address: 810 Vaca Valley Parkway, Suite 203, Vacaville, CA 95688. Upon request, these materials may be made available in an alternative format to persons with disabilities.

Nov.2015.bod.agd



**AGENDA ITEM  
CITY COUNCIL MEETING: NOVEMBER 17, 2015  
COUNCIL MEMBER COMMITTEE REPORTS**

**DATE:** November 4, 2015

**TO:** Vice Mayor Hughes  
Council Member Strawbridge

**FROM:** Director of Public Works

**SUBJECT:** **TRAFFIC, PEDESTRIAN AND BICYCLE SAFETY (TPBS) COMMITTEE**

The following is provided as your committee report for the November 17, 2015 City Council meeting.

The TPBS Committee last met on October 15, 2015. The next scheduled meeting of the TPBS Committee will be January 21, 2016. The agenda was not yet available at the time of this report.



**AGENDA ITEM**  
**CITY COUNCIL MEETING: NOVEMBER 17, 2015**  
**COUNCIL MEMBER COMMITTEE REPORTS**

**DATE** : November 10, 2015

**TO** : Vice Mayor Hughes  
Council Member Schwartzman

**FROM** : City Manager

**SUBJECT** : **TRI-CITY AND COUNTY COOPERATIVE PLANNING GROUP**  
**“SOLANO OPEN SPACE”**

The following information is provided for your committee report at the November 17, 2015 Council meeting.

The Solano Open Space Committee of September 14, 2015 was canceled due to lack of agenda items. The next regular meeting is scheduled for December 14, 2015.



**AGENDA ITEM**  
**CITY COUNCIL MEETING: NOVEMBER 17, 2015**  
**COUNCIL MEMBER COMMITTEE REPORTS**

**DATE** : October 28, 2015

**TO** : Council Member Campbell  
Council Member Schwartzman

**FROM** : City Manager

**SUBJECT** : **VALERO COMMUNITY ADVISORY PANEL (CAP)**

The following information is provided for your committee report at the November 17, 2015 Council meeting.

The CAP meets quarterly at 6:30 p.m. at the refinery at 610 Industrial Way. The next meeting is TBD.



**AGENDA ITEM**  
**CITY COUNCIL MEETING: NOVEMBER 17, 2015**  
**COUNCIL MEMBER COMMITTEE REPORT**

**DATE** : November 9, 2015

**TO** : Vice Mayor Mark Hughes  
Council Member Christina Strawbridge

**FROM** : Youth Action Coalition

**SUBJECT** : **YOUTH ACTION COALITION**

BYAC met on October 28, 2015. Staff reported the Prescription Drug Take Back on October 17<sup>th</sup> brought in 190 lbs.

Staff handed out the rough drafts of the Healthy Store Campaign retailer recognition letters and a draft of the Healthy Stores proposed comprehensive campaign. The Campaign is in cooperation with the County Healthy Stores Campaign. In November, selected alcohol and tobacco retailers will be surveyed throughout the county to determine which retailer the county will select as the pilot store to do a makeover.

Red Ribbon Week was October 23-31. The Coalition provided anti-drug school kits to the Middle School, Liberty and BHS. The kits contained giveaway items that the students would use during their school activities. The school admin each gave a brief report on what activities took place and how much the students appreciated the school kits.

Next Parent Project series sponsored by BYAC will start on January 14, 2016.

The next BYAC meeting will be a combined November/December meeting held on December 9<sup>th</sup>, 3:30-5:00 p.m.



**AGENDA ITEM  
CITY COUNCIL MEETING: NOVEMBER 17, 2015  
COUNCIL MEMBER COMMITTEE REPORTS**

**DATE** : October 28, 2015  
**TO** : City Council  
**FROM** : Mayor Patterson  
**SUBJECT** : **ABAG/CAL FED TASK FORCE/BAY AREA WATER FORUM**

The following information is provided for your committee report at the November 17, 2015 City Council meeting.

The Bay Area Water Forum's last meeting was held on March 26, 2012.

This was the last meeting of the Bay Area Water Forum for 2012, due to a lack of funding.



**AGENDA ITEM  
CITY COUNCIL MEETING: NOVEMBER 17, 2015  
COUNCIL MEMBER COMMITTEE REPORTS**

**DATE** : November 6, 2015

**TO** : Mayor Patterson  
Council Member Campbell

**FROM** : Assistant City Manager

**SUBJECT** : **SOLANO COUNTY TRANSIT (SolTrans) BOARD MEETING**

The following information is provided for your committee report at the November 17, 2015 Council meeting.

The Solano County Transit (SolTrans) Joint Powers Authority will not have a regular meeting in November 2015.

The next regular meeting of the SolTrans Board will be held on December 17, 2015 at 4:00 p.m. and will be held in the SolTrans Conference Room, 1850 Broadway Street, Vallejo.



**AGENDA ITEM**  
**CITY COUNCIL MEETING: NOVEMBER 17, 2015**  
**COUNCIL MEMBER COMMITTEE REPORTS**

**DATE** : November 4, 2015

**TO** : Council Member Schwartzman  
Council Member Strawbridge

**FROM** : Community Development Director

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

The following information is provided for your committee report at the November 17, 2015 City Council meeting.

As stated in the October committee report, the September MCE Board Meeting took place as part of the 2015 Board Retreat and Annual Review on Thursday, September 17, 2015. The meeting was held at the Marin Art and Garden Center in Ross, CA from 9:30 AM – 4:00 PM. The CAP Coordinator presented information on the City's Graywater Kit Program. The complete Board Retreat packet is available online at <http://www.mcecleanenergy.org/wp-content/uploads/9.17.15-Board-Retreat-Packet.pdf>.

The last regularly scheduled board meeting took place on October 15, 2015. The meeting materials have not yet been posted at <http://mcecleanenergy.org/meeting-archive/>. The September 17 meeting minutes have been posted and are accessible at the link above.

