BENICIA CITY COUNCIL
CITY COUNCIL MEETING AGENDA

July 21, 2026
6:00 PM

Benicia City Hall, Council Chambers
250 East L Street, Benicia, CA 94510

Vice Mayor Macenski Remote Location:
4307 NY 28, Milford, New York 13807

COURTESY ZOOM PARTICIPATION
https://us02web.zoom.us/j/88508047557?pwd=cHRsZlBrYlphU3pkODcycytmcFR2UT09
Meeting ID: 885 0804 7557
Password: 449303
Phone: 1 669 900 9128

1. CALL TO ORDER (6:00 P.M.)

2. CONVENE OPEN SESSION

3. ROLL CALL

4. PLEDGE OF ALLEGIANCE

5. REFERENCE TO THE FUNDAMENTAL RIGHTS OF THE PUBLIC

The fundamental rights of each member of the public can be found in the municipal code posted on the City's website and on a plaque that is posted at the entrance to this meeting per section 4.04.030 of the City of Benicia's Open Government Ordinance.

6. ANNOUNCEMENTS

6.A MAYOR'S OFFICE HOURS

RECOMMENDED ACTION: Mayor Young maintains an open office on the first and third Mondays of the month (except holidays) in the Mayor's office of City Hall from 4:30 to 6:00 p.m. No appointment is necessary. Other meeting times may be scheduled through City Hall by calling 707-746-4200.

7. PROCLAMATIONS

8. APPOINTMENTS

9. PRESENTATIONS

10. ADOPTION OF AGENDA

11. OPPORTUNITY FOR PUBLIC COMMENTS

How to Submit Public Comments for this City Council meeting:

Besides appearing in person and offering public comments, members of the public may provide public comment via Zoom, or to the City Clerk by email at lwolfe@ci.benicia.ca.us. Any comment submitted to the City Clerk should indicate to which item of the agenda the comment relates to. Specific information follows:

- Comments received by 2:00 pm on the day of the meeting will be electronically forwarded to the City Council and posted on the City's website.

12. WRITTEN COMMENT

13. PUBLIC COMMENT

14. CONSENT CALENDAR

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

14.A MINUTES FROM THE JULY 7, 2026 SPECIAL AND REGULAR MEETING

July 7, 2026 Special City Council Meeting Minutes
July 7, 2026 Regular City Council Meeting Minutes

14.B AWARD OF CONSTRUCTION CONTRACT, AND APPROVE A NOTICE OF EXEMPTION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT FOR THE AFFORDABLE HOUSING EAST 4TH & L FRONTAGE IMPROVEMENT PROJECT

RECOMMENDED ACTION: Adopt a resolution (attachment 1) accepting the bids for the Project, awarding the construction contract to N G Builder Company of Santa Rosa, CA, in the amount of $332,996, authorizing the Project Manager to sign Contract Change Orders up to the 10% contingency, authorizing the City Manager to sign the contract (attachment 2) on behalf of the City, approving the necessary budget amendments, and approving a Notice of Exemption (NOE) (attachment 3) under the California Environmental Quality Act (CEQA) Guidelines.

Staff Report - Award of Construction Contract East 4th and L Frontage Improvement Project
1. Resolution - East 4th and L Frontage Improvement Project
2. Agreement - N G Builder Company
3. Notice of Exemption - East 4th and L Frontage Improvement Project

14.C APPROVAL OF SECOND AMENDMENT TO AGREEMENT WITH LARRY WALKER ASSOCIATES, INC. FOR REGULATORY SUPPORT FOR STORMWATER PERMIT COMPLIANCE

RECOMMENDED ACTION: Move to adopt a resolution (Attachment 1) to approve a second amendment to the agreement (Attachment 2) for regulatory support for compliance with the Phase II Stormwater Permit to Larry Walker Associates, Inc. for a not-to-exceed amount of $370,307 and authorize the City Manager to execute the amendment on behalf of the City.

Staff Report - Approval of Amendment to Agreement with Larry Walker Associates, Inc.
1. Resolution - Approval of Amendment to Agreement with Larry Walker Associates, Inc.
2. Second Amendment to Agreement Larry Walker Associates, Inc.
3. Original Agreement and First Amendment to Agreement Larry Walker Associates, Inc.

14.D ACCEPTANCE OF MILITARY WEST PEDESTRIAN BRIDGE AS COMPLETE, AUTHORIZING THE CITY MANAGER TO SIGN THE NOTICE OF COMPLETION, AUTHORIZING THE CITY CLERK TO FILE SAME WITH THE SOLANO COUNTY RECORDER'S OFFICE

RECOMMENDED ACTION: Adopt a resolution (Attachment 1) accepting the contract change orders (Exhibit A), accepting the Military West Pedestrian Bridge, Project No. 23-04 as complete, authorizing the City Manager to sign the Notice of Completion (Attachment 2), authorizing the City Clerk to file said notice with the Solano County Recorder.
Staff Report - Acceptance of Military West Pedestrian Bridge Project
1. Resolution - Acceptance of Military West Pedestrian Bridge Project
2. Notice of Completion

14.E ACCEPTANCE OF THE 2025 CITYWIDE PAVEMENT REHABILITATION AND BICYCLE/PEDESTRIAN IMPROVEMENTS PROJECT AS COMPLETE, AUTHORIZING THE CITY MANAGER TO SIGN THE NOTICE OF COMPLETION, AUTHORIZING THE CITY CLERK TO FILE SAME WITH THE SOLANO COUNTY RECORDER'S OFFICE

RECOMMENDED ACTION: Adopt a resolution (Attachment 1) accepting the contract change orders (Exhibit A), accepting the 2025 Citywide Pavement Rehabilitation and Bicycle/Pedestrian Improvements Project Nos. 22-04, 22-21, and 23-01 as complete, authorizing the City Manager to sign the Notice of Completion (Attachment 2), authorizing the City Clerk to file said notice with the Solano County Recorder.
Staff Report - Acceptance of 2025 Citywide Pavement Rehabilitation and Bicycle Pedestrian Improvements Project
1. Resolution - Acceptance of 2025 Citywide Pavement Rehabilitation and Bicycle Pedestrian Improvements Project
2. Notice of Completion

14.F ACCEPTANCE OF THE WATER TREATMENT PLANT MISCELLANEOUS MECHANICAL IMPROVEMENT PROJECT

RECOMMENDED ACTION: Adopt a resolution (Attachment 1), accepting the contract change orders (Exhibit A), accepting the Project, Project No. 22-09, as complete, authorizing the City Manager to sign the Notice of Completion (Attachment 2) and authorizing the City Clerk to file said notice with the Solano County Recorder.
Staff Report - Acceptance of WTP Misc. Mech
1. Resolution - Acceptance of WTP Misc. Mech

2. Notice of Completion

14.G FY 2025/26 THIRD QUARTER INVESTMENT REPORT

RECOMMENDED ACTION: Move to accept, by minute action, the Third Quarter Investment Report for the quarter that ended March 31, 2026 (Attachment 1).
1.FY2025-26 Third Quarter Investment Report.PDF
2.LAIF Statement Ending March 31, 2026.pdf
3.CAMP Statement Ending March 31, 2026.pdf
4.115 Trust Statement Ending March 31, 2026.pdf
Staff Report - FY2025-26 Third Quarter Investment Report.pdf

14.H AUTHORIZE THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE SOLANO COUNTY SHERIFF'S OFFICE TO CONTINUE TO PROVIDE ANIMAL CONTROL SERVICES FOR THE CITY OF BENICIA

RECOMMENDED ACTION: Move to adopt a resolution (Attachment 1) authorizing the City Manager to execute an agreement with the Solano County Sheriff's Office to provide animal control services for the city for FY27 and FY28 in an amount not to exceed $245,000.
Staff Report - Animal Control Services FY27-28
1. Resolution Animal Control Services FY27-28
2. Agreement with Solano County for Animal Control Services FY27-28

14.I SECOND READING AND ADOPTION OF AN ORDINANCE ADDING A NEW CHAPTER 12.54 TO TITLE 12 (STREETS, SIDEWALKS AND PUBLIC PLACES) OF THE BENICIA MUNICIPAL CODE (BMC) AND AMENDING BMC SECTION 5.28.040 TO TITLE 5 (BUSINESS, TAXES, LICENSES AND REGULATIONS) TO REGULATE SIDEWALK VENDORS

RECOMMENDED ACTION: Conduct the second reading and adopt an Ordinance of the City Council of the City of Benicia (Attachment 1) adding a new Chapter 12.54 to Title 12 (Streets, Sidewalks and Public Places) and amending BMC section 5.28.040 to Title 5 (Business, Taxes, Licenses and Regulations) to regulate sidewalk vendors.
Staff Report - Sidewalk Vending Second Reading
1. Ordinance - Adding a New Chapter 12.54 to Title 12 (Streets, Sidewalks and Public Places)

14.J APPROVAL TO WAIVE THE READING OF ALL ORDINANCES INTRODUCED OR ADOPTED PURSUANT TO THIS AGENDA

15. BUSINESS ITEMS

15.A APPROVAL TO PLACE LIMITED CITY CHARTER AND REAL PROPERTY TRANSFER TAX BALLOT MEASURES ON THE NOVEMBER 3, 2026 BALLOT

RECOMMENDED ACTION: There are two recommendations associated with this item: 1. Move to adopt a Resolution (Attachment 1) authorizing the placement of the limited city charter ballot measure with proposed Ordinance (Attachment 1

Exhibit A) on the November 3, 2026 General Election ballot; and 2. Move to adopt a Resolution (Attachment 2) authorizing the placement of the real property transfer tax ballot measure with proposed Ordinance (Attachment 2 Exhibit A) on the November 3, 2026 General Election ballot.

Staff Report - Proposed Limited Charter and RPTT Ballot Measures

1. Resolution - Place the City Charter on the November 3, 2026 Ballot
2. Resolution - Place the RPTT Measure on the November 3, 2026 Ballot

15.B BUSINESS LICENSE TAX MODERNIZATION MEASURE - APPROVAL OF A PROPOSED ORDINANCE, ADOPTION OF AN ELECTION RESOLUTION, AND APPROVAL OF A BALLOT QUESTION

RECOMMENDED ACTION: Over the past several months, the City has conducted a comprehensive review of its Business License Tax (BLT) Program to modernize an outdated tax structure, improve equity among businesses, and create a more sustainable revenue source to support essential City services. Following extensive public outreach, business engagement, technical analysis, and multiple City Council discussions, the City Council selected Model B at its July 7, 2026 meeting as its preferred Business License Tax modernization approach. Staff has prepared the proposed ordinance and related election documents consistent with the Council's direction. The City Council is being asked to approve the proposed ordinance for submission to Benicia voters at the November 3, 2026 General Municipal Election, approve the ballot question, and adopt the required election resolution. If approved by a majority of Benicia voters, the ordinance will amend Chapters 5.04 and 5.06 of the Benicia Municipal Code to implement the updated Business License Tax structure.

Staff Report - Business License Tax Modernization

1. Resolution - Place the Business License Tax Measure on the November 3 2026 Ballot
2. Redline Version of the Proposed Amendments to Chapters 5.04 and 5.06 of the Benicia Municipal Code

15.C RESOLUTION PROVIDING FOR AND REQUESTING THE SOLANO COUNTY BOARD OF SUPERVISORS TO PERMIT THE REGISTRAR OF VOTERS TO PROVIDE SPECIFIED SERVICES IN CONNECTION WITH THE GENERAL MUNICIPAL ELECTION TO BE HELD NOVEMBER 3, 2026

RECOMMENDED ACTION: Move to adopt the resolution (Attachment 1), which will enable the City of Benicia to obtain the services of the Registrar of Voters office for the November 3, 2026 Election.

Staff Report - Consolidation of the 2026 General Municipal Election

1. Resolution - Consolidation of the 2026 Election
2. 2026 ROV Fee Schedule

15.D RESOLUTION CALLING FOR THE GENERAL MUNICIPAL ELECTION ON NOVEMBER 3, 2026, AND FEES RELATED TO THAT ELECTION

RECOMMENDED ACTION: Move to adopt the resolution (Attachment 1), calling and giving notice of the General Municipal Election to be held Tuesday, November 3, 2026, and waiving the fees to the candidates for publication of their statements.

Staff Report - Calling for 2026 General Municipal Election
1. Resolution - Calling for the 2026 General Municipal Election

15.E ZONING AMENDMENTS - COMMERCIAL RECREATION AND OUTDOOR FOOD SERVICE

RECOMMENDED ACTION: Conduct a public hearing and take the following action: 1. Move to waive the first reading, read by title only, and introduce an Ordinance (Attachment 1) amending the Benicia Municipal Code (BMC).
Staff Report - Commercial Recreation and Mixed Use Infill Amendments
1. Draft Ordinance
2. PC Staff Report - June 11, 2026
3. PC Reso 26-2 with Attached Draft Ordinance
4. Draft Planning Commission Meeting Minutes - June 11, 2026
5. Zoning Map

16. CITY COUNCIL TASK FORCE GROUPS: ADVOCACY, COLLABORATION AND TRANSITION (ACT)

16.A AD HOC "ACT" TASK FORCE GROUPS UPDATES
Ad Hoc "ACT" Task Force Groups Updates

17. COUNCIL MEMBER COMMITTEE REPORTS

(Council Members serve on various internal and external committees on behalf of the City. Links to 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.)

17.A COUNCIL MEMBER COMMITTEE REPORTS
Council Member Committee Reports

18. ADJOURNMENT (9:30 P.M.)

Public Participation

The City of Benicia welcomes your interest and involvement in the City's legislative process. Persons wishing to address the Council, Board, Commission or Committee (CBCC) are asked to voluntarily complete a speaker request form, available at the entrance of Council Chambers, and submit it to the meeting Secretary/City Clerk. Speakers, addressing the CBCC at the time the item is considered, are requested to restrict their comments to the item as it appears on the agenda and stay within the three-minute time limit. The Brown Act does not permit the CBCC to take action on items brought up during the Public Comment period.

As a courtesy, and technology permitting, members of the public may participate remotely. Please be advised that those participating in the meeting remotely via Zoom do so at their own risk. Meetings will not be cancelled due to technical difficulties. The meeting can also be observed on Cable T.V. Broadcast - Check with your cable provider for your local government broadcast channel, or livestream online at www.ci.benicia.ca.us/agendas.

Americans with Disabilities Acts

The City of Benicia is committed to providing meeting facilities that are accessible to persons with disabilities. Meeting materials in alternative formats, a sign language interpreter, real-time captioning, assistive listening devices or other accommodations can be requested by calling (707) 746-4200 or by emailing ADACoordinator@ci.benicia.ca.us, at least four working days prior to a meeting. Assistive listening devices may be obtained at the meeting.

Meeting Procedures

Pursuant to Government Code Section 65009, if you challenge a decision of the CBCC in court, you may be limited to the issues raised during the meeting or in written correspondence delivered to the CBCC by the meeting. You may also be limited to a ninety (90) day statute of limitations when challenging certain administrative decisions, including any final decisions regarding planning or zoning.

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

Public Records and Writings Received After Agenda Posting

A printed version of the agenda packet for this meeting is available at the Benicia Public Library during regular working hours. To the extent feasible, the agenda packet and any writing or documents related to an agenda item for this meeting provided to the CBCC, will be made available for public inspection on the City's web page at www.ci.benicia.ca.us under the heading "Agendas and Minutes." A complete recording of each meeting is available online at www.ci.benicia.ca.us/agendas.

Contact Your Council Members

Voicemail for Mayor and Council Members: (707) 746-4213
Mayor Steve Young: SYoung@ci.benicia.ca.us
Vice Mayor Trevor Macenski: TMacenski@ci.benicia.ca.us
Council Member Kari Birdseye: KBirdseye@ci.benicia.ca.us
Council Member Lionel Largaespada: LLargaespada@ci.benicia.ca.us
Council Member Terry Scott: TScott@ci.benicia.ca.us

DRAFT

MINUTES OF THE
SPECIAL MEETING – CITY COUNCIL
JULY 7, 2026
5:00 P.M.

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

1) CALL SPECIAL MEETING TO ORDER

Mayor Young called the Special Meeting to order at 5:00 p.m.

2) CONVENE OPEN SESSION

3) ROLL CALL

All Council Members were present.

4) REFERENCE TO THE FUNDAMENTAL RIGHTS OF THE PUBLIC

5) PUBLIC COMMENT FOR CLOSED SESSION

None

6) ADJOURN TO CLOSED SESSION

6.A CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION

Mayor Young adjourned the meeting to Closed Session at 5:00 p.m.

7) RECONVENE OPEN SESSION

Mayor Reconvened the meeting to Open Session at 6:11 p.m.

8) ANNOUNCEMENTS FROM CLOSED SESSION, IF ANY

Ben Stock, City Attorney, reported that Council met in Closed Session on one item and took no reportable actions.

DRAFT

9) <u>ADJOURNMENT</u>

Mayor Young adjourned the Special Meeting at 6:11 p.m.

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City Clerk

DRAFT

MINUTES OF THE
REGULAR MEETING – CITY COUNCIL
JULY 7, 2026
6:00 P.M.

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

COURTESY ZOOM PARTICIPATION

1) CALL TO ORDER (6:00 P.M.)

Mayor Young called the meeting to order at 6:11 p.m.

2) CONVENE OPEN SESSION

3) ROLL CALL

All Council Members were present.

4) PLEDGE OF ALLEGIANCE

5) REFERENCE TO THE FUNDAMENTAL RIGHTS OF THE PUBLIC

6) ANNOUNCEMENTS

6.A MAYOR'S OFFICE HOURS

7) PROCLAMATIONS

8) APPOINTMENTS

9) PRESENTATIONS

9.A CALTRANS DISTRICT 4 (BAY AREA) UPCOMING CONSTRUCTION PROJECT - SURFACE REPLACEMENT ON THE WESTBOUND I-80 SECTION OF THE AL ZAMPA BRIDGE

10) ADOPTION OF AGENDA

On motion of Vice Mayor Macenski, seconded by Council Member Birdseye, Council approved the Adoption of the Agenda, as presented, on a roll call by the following vote:

DRAFT

Ayes: Council Member Birdseye, Council Member Largaespada, Vice Mayor Macenski, Council Member Scott, Mayor Young
Noes: (None)

11) OPPORTUNITY FOR PUBLIC COMMENTS

12) WRITTEN COMMENT

13) PUBLIC COMMENT

1. Michael Hayes - Mr. Hayes discussed concern regarding incorrect billing and overcharges from Republic Services.

14) CONSENT CALENDAR

14.A MINUTES FROM THE JUNE 16, 2026 AND JUNE 23, 2026 REGULAR MEETINGS

June 16, 2026 Regular City Council Meeting Minutes
June 23, 2026 Regular City Council Meeting Minutes

14.B ADOPTION OF WORK PLAN FOR FISCAL YEAR 2026-27

Staff Report - City Council Work Plan 2026-27
1. FY 26-27 Work Plan

14.C APPROVAL TO WAIVE THE READING OF ALL ORDINANCES INTRODUCED OR ADOPTED PURSUANT TO THIS AGENDA

On motion of Vice Mayor Macenski, seconded by Council Member Birdseye, Council approved the adoption of the Consent Calendar, as presented, on a roll call by the following vote:

Ayes: Council Member Birdseye, Council Member Largaespada, Vice Mayor Macenski, Council Member Scott, Mayor Young
Noes: (None)

15) BUSINESS ITEMS

15.A INTRODUCE BY TITLE ONLY AND WAIVE THE FIRST READING OF AN ORDINANCE ADDING A NEW CHAPTER 12.54 TO TITLE 12 (STREETS, SIDEWALKS AND PUBLIC PLACES) OF THE BENICIA MUNICIPAL CODE (BMC) AND AMENDING BMC SECTION 5.28.040 TO TITLE 5 (BUSINESS, TAXES, LICENSES AND REGULATIONS) TO REGULATE SIDEWALK VENDORS

CITY OF BENICIA ORDINANCE NO. 26- - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BENICIA, CA, ADOPTING A NEW CHAPTER 12.54 TO TITLE 12 (STREETS, SIDEWALKS AND PUBLIC PLACES) OF THE BENICIA MUNICIPAL CODE (BMC), AND AMENDING BMC SECTION 5.28.040 TO TITLE 5 (BUSINESS TAXES, LICENSES AND REGULATIONS) TO REGULATE SIDEWALK VENDORS

Ben Stock, City Attorney, reviewed the staff report.

Council and Staff discussed clarifying questions. Council requested Staff explore exemptions for youth/charitable causes (Girl Scouts, youth groups, etc.), the issue of non-prepared food exemptions, and food permits.

Public Comment:

1. Lori Grundman - Ms. Grundman discussed the need for some rules on the books that allows the City to regulate the vendors.

After a discussion, Council majority preferred to approve the ordinance as presented.

Staff Report - Benicia Sidewalk Vending
1. Draft Ordinance - Adding a New Chapter 12.54 to Title 12 (Streets, Sidewalks and Public Places)

On motion of Vice Mayor Macenski, seconded by Council Member Birdseye, Council approved the Introduction and First Reading of the above Ordinance, as presented, on a roll call by the following vote:

Ayes: Council Member Birdseye, Council Member Largaespada, Vice Mayor Macenski, Council Member Scott
Noes: Mayor Young

15.B BUSINESS LICENSE TAX MODERNIZATION - CONSIDERATION OF PROPOSED BUSINESS LICENSE TAX MODELS, A PROPOSED MARINE TERMINAL BUSINESS LICENSE TAX, AND DIRECTION TO PREPARE A BALLOT MEASURE FOR THE NOVEMBER 3, 2026, GENERAL MUNICIPAL ELECTION

Staff Report - Business License Tax

Mario Giuliani, City Manager, and Eric Myers, HdL, reviewed the staff report and a PowerPoint presentation.

Council and Staff discussed clarifying questions.

Public Comment:

1. Gene Pedrotti – Mr. Pedrotti discussed the proposed ordinance.

2. Brett Nelson – Mr. Nelson discussed the port activity and Amports.

After a discussion, Vice Mayor Macenski made a motion to go with Model B, $1,500 cap, $100,000 exemption, approving the Marine Terminal at 3%, with a 10% increase on Model B, and a final tax cap of 25. The motion was seconded by Council Member Birdseye. The motion passed with a 5/0 vote.

Mr. Giuliani clarified Council did not wish to have a Marine Terminal cap, which was confirmed by Mayor Young.

On motion of Vice Mayor Macenski, seconded by Council Member Birdseye, Council approved direction to Staff to go with Model B, $1,500 cap, $100,000 exemption, approving the Marine Terminal at 3%, with a 10% increase on Model B, and a final tax cap of 25, on a roll call by the following vote:

Ayes: Council Member Birdseye, Council Member Largaespada, Vice Mayor Macenski, Council Member Scott, Mayor Young
Noes: (None)

16) ADJOURNMENT (8:00 P.M.)

Mayor Young adjourned the meeting at 8:40 p.m.

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City Clerk

AGENDA ITEM
CITY COUNCIL MEETING DATE – JULY 21, 2026
CONSENT CALENDAR

TO	**:**	City Manager
FROM	**:**	Public Works Director
SUBJECT	**:**	**AWARD OF CONSTRUCTION CONTRACT, BUDGET AMENDMENT, APPROVE BUDGET AMENDMENTS, APPROVE A NOTICE OF EXEMPTION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT FOR THE AFFORDABLE HOUSING EAST 4TH & L FRONTAGE IMPROVEMENT PROJECT**

EXECUTIVE SUMMARY:
The Affordable Housing East 4th & L Frontage Improvement Project (Project) will consist of right-of-way redevelopment and streetscape improvements including 12-foot-wide sidewalks, curb ramps, pedestrian bulb outs, planting areas, bike racks, parking/cross walk striping, curbs and gutters, utility relocation/adjustments, and drainage improvements. These improvements would model those recently implemented under Mixed Use Infill (MUI) zoning objective standards in the Benicia Municipal Code (BMC).

RECOMMENDATION:
Adopt a resolution (attachment 1) accepting the bids for the Project, awarding the construction contract to N G Builder Company of Santa Rosa, CA, in the amount of $332,996, authorizing the Project Manager to sign Contract Change Orders up to the 10% contingency, authorizing the City Manager to sign the contract (attachment 2) on behalf of the City, approving the necessary budget amendments, and approving a Notice of Exemption (NOE) (attachment 3) under the California Environmental Quality Act (CEQA) Guidelines.

BUDGET INFORMATION:
Both revenue and expense budget amendments are needed for this project. The total Project cost is $395,644. This includes the construction cost of $366,295.60,, contingency, and construction management/engineering support services. The funding sources for this project include the One Bay Area Grant (OBAG), Cycle 3 grant in the amount of $261,000 and a local match of $134,644 funded by Gas Tax revenue. Therefore, revenue budget amendments are needed in the Project Fund (Fund 532) to increase the revenue budget for the grant and the Transfer In from the Gas Tax Fund (Fund 310). A budget amendment is needed to increase expense in the Gas Tax Fund for the corresponding Transfer Out of the same amount. Lastly, budget amendments are needed to increase expenses in Construction and Design in the Project Fund (Fund 532).

BACKGROUND:
The Project location is in the East 5th Street Priority Development Area (PDA) ("Eastern Gateway") and adjoins a city-owned designated housing opportunity site located at the northeast corner of East L Street and East Fourth Street ("Scout Property"). Infrastructure in this area was originally developed decades ago and, in some instances, is a barrier to new development. The sidewalks are not accessible; they are narrow, incomplete, and sometimes bisected by telephone poles.

The City was awarded a One Bay Area Grant (OBAG), Cycle 3 grant in the amount of $261,000 to provide an accessible pedestrian and bike-friendly zone within the PDA, which will align with implementation of the recently adopted mixed-use infill zoning for the site. The Project will contribute to improved transportation safety and promote multimodal transportation in the area. The Project consists of constructing 12-foot-wide sidewalks, angled and parallel street parking, pedestrian bulb-outs, curbs and gutters, and bike racks, as well as planting areas and striping of crosswalk/parking. The project scope of work will be implemented by the Public Works Department. The project was delayed due to a Project Manager vacancy. Therefore, budget needs to be re-established in FY27.

Tentative Project Schedule:
Construction is anticipated to begin on August 17, 2026, and is scheduled to be completed in approximately 60 working days.

On June 25, 2026, a total of 14 responsive bids were received for the Project with the results summarized in the table below:

Bid Results:

RANK	BIDDER'S NAME AND ADDRESS	TOTAL BID
*1	**N G Builder Company, Santa Rosa, CA**	**$332,996.00**
2	**Vaca Valley Excavating & Trucking, Inc., Vacaville, CA**	**$353,292.00**
3	**Lister Construction, Vacaville, CA**	**$359,453.80**
4	**Modernscapes Innovations, Oakley, CA**	**$363,320.00**
5	**Norgo Engineering, American Canyon, CA**	**$364,885.00**
6	**Cowan and Thompson Construction, Inc., Martinez, CA**	**$382,432.10**
7	**FBD Vanguard Construction, Inc., Livermore, CA**	**$389,876.00**
8	**Lignum Mellis, San Francisco, CA**	**$390,049.00**
9	**Team Ghilotti, Inc., Petaluma, CA**	**$436,364.00**
10	**Kerex Engineering, Martinez, CA**	**$454,900.00**

11	**Zara Construction, Inc., Sacramento, CA**	**$461,847.00**
12	**Sposeto Engineering, Inc., Livermore, CA**	**$477,398.00**
13	**B&M Civil LLC, Rancho Cordova, CA**	**$492,211.00**
14	**Frontline General Engineering Construction, Inc., Livermore, CA**	**$546,928.70**

The bids are based on the quantities estimated by Mr. Ivor Massin, P.E., the Engineer of Record. The final contract amount may be adjusted once final material quantities are determined upon completion of work.

In accordance with the contract specifications, the construction contract must be awarded to the bidder submitting the lowest responsive responsible total base bid which is N G Builder Company. Staff recommends that the construction contract be awarded to N G Builder Company in the amount of $332,996. No bid alternates were proposed for this project.

CEQA Exemption

Article 19 of the State CEQA Guidelines includes, as required by Public Resources Code Section 21084, a list of classes of projects that have been determined not to have a significant effect on the environment and, as a result, are exempt from review under CEQA. This Project demonstrates that the proposed Project qualifies for a Categorical Exemption as an Existing Facility (Class 2), consistent with the provisions of State CEQA Guidelines Sections 15302 and provides information for the City as the Lead Agency regarding a finding that the proposed Project is exempt under CEQA.

NEXT STEPS:

Staff recommends awarding this contract to N G Builder Company. Construction is anticipated to begin on August 17, 2026, and is scheduled to be completed in approximately 60 Working Days.

ALTERNATIVE ACTIONS:

Council could choose not to award this contract, which would delay or prevent the completion of the East 4th & L Frontage Improvement Project.

CEQA Analysis	This project is Categorically Exempt per CEQA Section 15301 (c). Section 15301(c) exempts minor alterations and maintenance of existing highways, streets, sidewalks, bicycle and pedestrian trails, and similar facilities that involve negligible or no expansion of use.

ATTACHMENTS:

1. Resolution - East 4th & L Frontage Improvement Project
2. Agreement – N G Builder Company
3. Notice of Exemption – East 4th & L Frontage Improvement Project

For more information contact: Danielle Martinez, Public Works Director
Phone: 707-746-4240
E-mail: PW@ci.benicia.ca.us

RESOLUTION NO. 26-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA ACCEPTING THE BIDS FOR THE AFFORDABLE HOUSING EAST 4TH & L FRONTAGE IMPROVEMENT PROJECT, AWARDING THE CONSTRUCTION CONTRACT, TO N G BUILDER COMPANY OF SANTA ROSA, CA, IN THE AMOUNT OF $332,996, APPROVING BUDGET AMENDMENTS, NOTICE OF EXEMPTION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, AND AUTHORIZING THE CITY MANAGER TO SIGN THE CONSTRUCTION CONTRACT ON BEHALF OF THE CITY

WHEREAS, on June 1, 2026, the Public Works Department made the construction plans and specifications for the Affordable Housing East 4th & L Frontage Improvement Project available for public bidding and advertised for construction bids and 14 sealed bids were properly received and opened on June 25, 2026; and

WHEREAS, N G Builder Company of Santa Rosa, CA was the lowest, responsive, responsible bidder; and

WHEREAS, the project was deferred from prior years and therefore revenue budget and expense appropriations need to be re-established in FY27; and

WHEREAS, The total Project cost is $395,644 and includes the construction cost of $366,295.60, contingency, and construction management/engineering support services; and

WHEREAS, the funding sources for this project include the One Bay Area Grant (OBAG), Cycle 3 grant in the amount of $261,000 and a local match of $134,644 funded by Gas Tax revenue; and

WHEREAS, revenue budget amendments are needed in the Project Fund (Fund 532) to increase the revenue budget for the grant and the Transfer In from the Gas Tax Fund (Fund 310), a budget amendment is needed to increase expense in the Gas Tax Fund for the corresponding Transfer Out of the same amount, and budget amendments are needed to increase expenses in Construction and Design in the Project Fund (Fund 532); and

WHEREAS, this project is categorically exempt under CEQA pursuant to Section 15302(c) of the CEQA guidelines.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Benicia hereby approves the construction plans and specifications and accepts the bids and awards the construction contract in the amount of $332,996 to N G Builder Company of Santa Rosa, CA for the Affordable Housing East 4th & L Frontage Improvement Project, approves the budget amendments, and a Notice of Exemption (NOE) under the California Environmental Quality Act (CEQA) Guidelines.

BE IT FURTHER RESOLVED THAT the Project Manager is authorized to sign Contract Change Orders up to the 10% contingency, and the City Manager is hereby authorized to sign the construction contract and make the necessary budget amendment on behalf of the City, subject to approval by the City Attorney.

*****

On motion of Council Member , seconded by Council Member , the above Resolution was adopted by the City Council of the City of Benicia at a regular meeting of said Council held on the 21st day of July 2026 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

____

Steve Young, Mayor

Attest:

____

Lisa Wolfe, City Clerk

____

Date

DOCUMENT 00 5200

AGREEMENT

THIS AGREEMENT, dated this **27th day of July, 2026**, by and between **N G Builder Company** whose place of business is located at **3100 Dutton Ave, Suite 110** (**Contractor**), and **CITY OF BENICIA**, a political subdivision of the State of California (**Owner**), acting under and by virtue of the authority vested in Owner by the laws of the State of California.

WHEREAS, Owner, by its Resolution No. **[Insert Number]** adopted on the **21st day of July, 2026** awarded to Contractor the following Contract:

EAST 5TH STREET AFFORDABLE HOUSING STREETSCAPE IMPROVEMENTS,
EAST 4TH AND EAST L STREET FRONTAGE IMPROVEMENTS PROJECT.
AT CITY OF BENICIA

CITY PROJECT NUMBER 23-03

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, Contractor and Owner agree as follows:

ARTICLE 1 SCOPE OF WORK OF THE CONTRACT

1.01 Work of the Contract

A. Contractor shall complete all Work specified in the Contract Documents, in accordance with the Specifications, Drawings, and all other terms and conditions of the Contract Documents (**Work**).

1.02 Price for Completion of the Work

A. Owner shall pay Contractor **Three hundred and thirty-two thousand, nine hundred and ninety-six dollars and zero cents ($332,996.00)** for completion of Work in accordance with Contract Documents as set forth in Contractor's Bid, attached hereto.

B. The Contract Sum includes all allowances (if any).

C. The Contract Sum is all inclusive and includes all Work; all federal, state, and local taxes on materials and equipment, and labor furnished by Contractor, its subcontractors, subconsultants, architects, engineers, and" vendors or otherwise arising out of Contractor's performance of the Work, including any increases in any such taxes during the term of this Agreement; and any duties, fees, and royalties imposed with respect to any materials and equipment, labor or services. The taxes covered hereby include (but are not limited to) occupational, sales, use, excise, unemployment, FICA, and income taxes, customs, duties, and any and all other taxes on any item or service that is part of the Work, whether such taxes are normally included in the price of such item or service or are normally stated separately. Notwithstanding the foregoing, each party shall bear such state or local inventory, real property, personal property or fixtures taxes as may be properly assessed against it by applicable taxing authorities.

COMMENCEMENT AND COMPLETION OF WORK

1.03 Contract Payment – Retention

A. All payments made pursuant to the terms of this Agreement and Contract Documents shall be subject to a withhold of 5% retention per Public Contract Code Section 7201. Payment of the retention will be paid after the work is completed, City Council has accepted the Project as complete, and the Notice of Completion has been filed with the Solano County Recorder's Office.

1.04 Commencement of Work

A. Contractor shall commence Work on the date established in the Notice to Proceed

B. Owner reserves the right to modify or alter the Commencement Date.

1.05 Completion of Work

A. Contractor shall achieve Final Completion of the entire Work **60** Working Days from the Commencement Date.

ARTICLE 2 PROJECT REPRESENTATIVES

2.01 Owner's Project Manager

A. Owner has designated **Christopher Rose,** as its Project Manager to act as Owner's Representative in all matters relating to the Contract Documents. If Project Manager is an employee of Owner, Project Manager is the beneficiary of all Contractor obligations to Owner including, without limitation, all releases and indemnities.

B. Project Manager shall have final authority over all matters pertaining to the Contract Documents and shall have sole authority to modify the Contract Documents on behalf of Owner, to accept work, and to make decisions or actions binding on Owner, and shall have sole signature authority on behalf of Owner.

C. Owner may assign all or part of the Project Manager's rights, responsibilities and duties to a Construction Manager, or other Owner Representative.

2.02 Contractor's Project Manager and Other Key Personnel

A. Contractor has designated **(Insert Name)** as its Project Manager to act as Contractor's Representative in all matters relating to the Contract Documents.

B. Contractor has designated the following other Key Personnel for the Project:

Name	Position
Nicholas Gutierrez	Owner/Principal

ARTICLE 3 LIQUIDATED DAMAGES FOR DELAY IN COMPLETION OF WORK

3.01 Liquidated Damage Amounts

A. As liquidated damages for delay Contractor shall pay Owner **Three Thousand and Six Hundred Dollars ($3,600.00)** for each Day that expires after the time specified herein for Contractor to achieve Final Completion of the entire Work, until achieved.

3.02 Scope of Liquidated Damages

A. Measures of liquidated damages shall apply cumulatively.

B. Limitations and stipulations regarding liquidated damages are set forth in Document 00 7200 (General Conditions).

ARTICLE 4 LIQUIDATED DAMAGES FOR UNAUTHORIZED CHANGES OF KEY PERSONNEL

4.01 Liquidated Damage Amounts

A. No liquidated damages for UNAUTHORIZED CHANGES OF KEY PERSONNEL will be assessed.

ARTICLE 5 CONTRACT DOCUMENTS

5.01 Contract Documents consist of the following documents, including all changes, Addenda, and Modifications thereto:

Document 00 5100	Notice of Award
Document 00 5200	Agreement
Document 00 5500	Notice to Proceed
Document 00 6113.13	Construction Performance Bond
Document 00 6113.16	Construction Labor and Material Payment Bond
Document 00 6290	Escrow Agreement for Security Deposits
Document 00 6325	Substitution Request Form
Document 00 6530	Release of Claims
Document 00 6536	Guaranty
Document 00 7200	General Conditions
Document 00 7301	Supplemental General Conditions
Document 00 7316	Supplementary Conditions – Insurance & Indemnification
Document 00 7380	Apprenticeship Program
Document 00 9113	Addenda
Document 00 0115	Drawings and Technical Specifications as listed
	Project Manual and Appendices

City of Benicia Engineering Design Standards and the Caltrans State Standard Plans and Specifications, 2023 edition.

5.02 There are no Contract Documents other than those listed above. The Contract Documents may only be amended, modified or supplemented as provided in Document 00 7200 (General Conditions).

ARTICLE 6 MISCELLANEOUS

6.01 Terms and abbreviations used in this Agreement are defined in Document 00 7200 (General Conditions) and Section 01 4200 (References and Definitions) and will have the meaning indicated therein.

6.02 Contractor and Owner understand and agree that in no instance are the persons signing this Agreement for or on behalf of Owner or acting as an employee, agent, or representative of Owner, liable on this Agreement or any of the Contract Documents, or upon any warranty of authority, or otherwise. Contractor and Owner further understand and agree that liability of Owner is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.

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

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

6.05 Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are on file at the Owner's Facilities Development and Management Division, may be obtained from the California Department of Industrial Relations website [http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm] and are deemed included in the Contract Documents, and shall be made available to any interested party on request. Pursuant to Labor Code Sections 1860 and 1861, in accordance with Labor Code Section 3700, every contractor will be required to secure the payment of compensation to his employees. Contractor represents that it is aware of the provisions of Labor Code Section 3700 that require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor shall comply with such provisions before commencing the performance of the Work of the Contract Documents.

6.06 This Agreement and the Contract Documents shall be deemed to have been entered into in the City of Benicia, State of California, and governed in all respects by California law (excluding choice of law rules). The exclusive venue for all disputes or litigation hereunder shall be in the Superior Court for the County of Solano, California.

IN WITNESS WHEREOF the parties have executed this Agreement in quadruplicate the day and year first above written.

CITY OF BENICIA:

APPROVED AS TO CONTENT:

By: ______________________________
City Engineer

APPROVED AS TO FORM:

By: ______________________________
City Attorney

APPROVED AS TO ADMINISTRATION:

By: ______________________________
City Manager

CONTRACTOR:

Name: ______________________________

By: ______________________________
(Signature)

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

1099 INFORMATION:

Contractor Taxpayer I.D. No.: ________________

Incorporated: ☐ Yes ☐ No

END OF DOCUMENT

"General Decision Number: CA20260007 05/18/2026

State: California

Construction Types: Building, Heavy and Highway

Counties: California Counties of
Alpine, Amador, Butte, Colusa, El
Dorado, Glenn, Lassen, Marin, Modoc,
Napa, Nevada, Placer, Plumas,
Sacramento, Shasta, Sierra, Siskiyou,
Solano, Sonoma, Sutter, Tehama, Trinity,
Yolo and Yuba

Building Construction Projects (excluding Amador County only)
Dredging Projects-Includes Dredging Projects (does not include hopper dredge work)
Heavy Construction Projects (excludes water well drilling)
Highway Construction Projects

Modification Number	Publication Date
3	01/23/2026
4	05/18/2026

ASBE0016-001 01/01/2024

	Rates	Fringes
ASBESTOS WORKERS/INSULATOR: INCLUDES THE APPLICATION OF ALL INSULATING MATERIALS, PROTECTIVE COVERINGS, COATINGS, AND FINISHES TO ALL TYPES OF MECHANICAL SYSTEMS (AREA 2).........................	$ 64.56	25.07
ASBESTOS WORKERS/INSULATOR: INCLUDES THE APPLICATION OF ALL INSULATING MATERIALS, PROTECTIVE COVERINGS, COATINGS, AND FINISHES TO ALL TYPES OF MECHANICAL SYSTEMS (AREA 1).........................	$ 84.76	25.07

ASBE0016-007 05/01/2025

	Rates	Fringes
ASBESTOS REMOVAL WORKER/HAZARDOUS MATERIAL HANDLER: INCLUDES PREPARATION, WETTING, STRIPPING, REMOVAL, SCRAPPING, VACUUMING, BAGGING AND DISPOSING OF ALL INSULATION MATERIALS FROM MECHANICAL SYSTEMS, WHETHER THEY CONTAIN ASBESTOS OR NOT (AREA 2).......	$ 44.73	12.75
ASBESTOS REMOVAL WORKER/HAZARDOUS MATERIAL HANDLER: INCLUDES PREPARATION, WETTING, STRIPPING, REMOVAL, SCRAPPING, VACUUMING, BAGGING AND DISPOSING OF ALL INSULATION MATERIALS FROM MECHANICAL SYSTEMS, WHETHER THEY CONTAIN ASBESTOS OR NOT (AREA 1).......	$ 35.31	12.75

BOIL0549-002 01/01/2021

	Rates	Fringes
BOILERMAKER: (2) REMAINING COUNTIES...............	$ 45.60	38.99
BOILERMAKER: (1) MARIN & SOLANO COUNTIES..........	$ 49.62	41.27

BRCA0003-001 08/01/2024

	Rates	Fringes
MARBLE FINISHER	$ 42.06	19.80

BRCA0003-004 05/01/2024

	Rates	Fringes
BRICKLAYER (AREA 2)	$ 57.02	28.50
BRICKLAYER (AREA 1)	$ 52.76	25.01

BRCA0003-008 07/01/2024

	Rates	Fringes
TERRAZZO WORKER/SETTER	$ 60.58	29.79
TERRAZZO FINISHER	$ 44.93	20.98

BRCA0003-010 04/01/2024

	Rates	Fringes
TILE LAYER AREA 4: SONOMA	$ 56.79	22.54
TILE LAYER AREA 3: MARIN, NAPA, SOLANO, SISKIYOU	$ 59.92	22.62
TILE LAYER AREA 2: ALPINE, AMADOR	$ 55.17	22.52
TILE LAYER AREA 1: BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SUTTER, TEHEMA, YOLO, YUBA	$ 55.55	21.08
TILE FINISHER AREA 2: ALPINE, AMADOR	$ 34.76	19.22
TILE FINISHER AREA 4: SONOMA	$ 35.78	19.23
TILE FINISHER AREA 3: MARIN, NAPA, SOLANO, SISKIYOU	$ 37.75	19.28
TILE FINISHER AREA 1: BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SUTTER, TEHEMA, YOLO, YUBA	$ 35.00	17.44

BRCA0003-014 08/01/2024

	Rates	Fringes
MARBLE MASON	$ 61.72	30.31

CARP0034-001 07/01/2021

	Rates	Fringes
DIVER: MANIFOLD OPERATOR (STANDBY) DEPTH PAY (SURFACE DIVING): 050 TO 100 FT $2.00 PER FOOT 101 TO 150 FT $3.00 PER FOOT 151 TO 220 FT $4.00 PER FOOT 221 FT.-DEEPER $5.00 PER FOOT SATURATION DIVING: THE STANDBY RATE SHALL APPLY UNTIL SATURATION STARTS. THE SATURATION DIVING RATE APPLIES WHEN DIVERS ARE UNDER PRESSURE CONTINUOUSLY UNTIL WORK TASK AND DECOMPRESSION ARE COMPLETE. THE DIVER RATE SHALL BE PAID FOR ALL SATURATION HOURS. DIVING IN ENCLOSURES: WHERE IT IS NECESSARY FOR DIVERS TO ENTER PIPES OR TUNNELS, OR OTHER ENCLOSURES WHERE THERE IS NO VERTICAL ASCENT, THE FOLLOWING PREMIUM SHALL BE PAID: DISTANCE TRAVELED FROM ENTRANCE 26 FEET TO 300 FEET: $1.00 PER FOOT. WHEN IT IS NECESSARY FOR A DIVER TO ENTER ANY PIPE, TUNNEL OR OTHER ENCLOSURE LESS THAN 48"" IN HEIGHT, THE PREMIUM WILL BE $1.00 PER FOOT. WORK IN COMBINATION OF CLASSIFICATIONS: EMPLOYEES WORKING IN ANY COMBINATION OF CLASSIFICATIONS WITHIN THE DIVING CREW (EXCEPT DIVE SUPERVISOR) IN A SHIFT ARE PAID IN THE CLASSIFICATION WITH THE HIGHEST RATE FOR THAT SHIFT	$ 59.51	34.69

DIVER: MANIFOLD OPERATOR (MIXED GAS) DEPTH PAY (SURFACE DIVING): 050 TO 100 FT $2.00 PER FOOT 101 TO 150 FT $3.00 PER FOOT 151 TO 220 FT $4.00 PER FOOT 221 FT.-DEEPER $5.00 PER FOOT SATURATION DIVING: THE STANDBY RATE SHALL APPLY UNTIL SATURATION STARTS. THE SATURATION DIVING RATE APPLIES WHEN DIVERS ARE UNDER PRESSURE CONTINUOUSLY UNTIL WORK TASK AND DECOMPRESSION ARE COMPLETE. THE DIVER RATE SHALL BE PAID FOR ALL SATURATION HOURS. DIVING IN ENCLOSURES: WHERE IT IS NECESSARY FOR DIVERS TO ENTER PIPES OR TUNNELS, OR OTHER ENCLOSURES WHERE THERE IS NO VERTICAL ASCENT, THE FOLLOWING PREMIUM SHALL BE PAID: DISTANCE TRAVELED FROM ENTRANCE 26 FEET TO 300 FEET: $1.00 PER FOOT. WHEN IT IS NECESSARY FOR A DIVER TO ENTER ANY PIPE, TUNNEL OR OTHER ENCLOSURE LESS THAN 48"" IN HEIGHT, THE PREMIUM WILL BE $1.00 PER FOOT. WORK IN COMBINATION OF CLASSIFICATIONS: EMPLOYEES WORKING IN ANY COMBINATION OF CLASSIFICATIONS WITHIN THE DIVING CREW (EXCEPT DIVE SUPERVISOR) IN A SHIFT ARE PAID IN THE CLASSIFICATION WITH THE HIGHEST RATE FOR THAT SHIFT.....................................$ 64.51 34.69

DIVER: DIVER WET DEPTH PAY (SURFACE DIVING): 050 TO 100 FT $2.00 PER FOOT 101 TO 150 FT $3.00 PER FOOT 151 TO 220 FT $4.00 PER FOOT 221 FT.-DEEPER $5.00 PER FOOT SATURATION DIVING: THE STANDBY RATE SHALL APPLY UNTIL SATURATION STARTS. THE SATURATION DIVING RATE APPLIES WHEN DIVERS ARE UNDER PRESSURE CONTINUOUSLY UNTIL WORK TASK AND DECOMPRESSION ARE COMPLETE. THE DIVER RATE SHALL BE PAID FOR ALL SATURATION HOURS. DIVING IN ENCLOSURES: WHERE IT IS NECESSARY FOR DIVERS TO ENTER PIPES OR TUNNELS, OR OTHER ENCLOSURES WHERE THERE IS NO VERTICAL ASCENT, THE FOLLOWING PREMIUM SHALL BE PAID: DISTANCE TRAVELED FROM ENTRANCE 26 FEET TO 300 FEET: $1.00 PER FOOT. WHEN IT IS NECESSARY FOR A DIVER TO ENTER ANY PIPE, TUNNEL OR OTHER ENCLOSURE LESS THAN 48"" IN HEIGHT, THE PREMIUM WILL BE $1.00 PER FOOT. WORK IN COMBINATION OF CLASSIFICATIONS: EMPLOYEES WORKING IN ANY COMBINATION OF CLASSIFICATIONS WITHIN THE DIVING CREW (EXCEPT DIVE SUPERVISOR) IN A SHIFT ARE PAID IN THE CLASSIFICATION WITH THE HIGHEST RATE FOR THAT SHIFT........................$ 103.62 34.69

DIVER: DIVER TENDER DEPTH PAY (SURFACE DIVING): 050 TO 100 FT $2.00 PER FOOT 101 TO 150 FT $3.00 PER FOOT 151 TO 220 FT $4.00 PER FOOT 221 FT.-DEEPER $5.00 PER FOOT SATURATION DIVING: THE STANDBY RATE SHALL APPLY UNTIL SATURATION STARTS. THE SATURATION DIVING RATE APPLIES WHEN DIVERS ARE UNDER PRESSURE CONTINUOUSLY UNTIL WORK TASK AND DECOMPRESSION ARE COMPLETE. THE DIVER RATE SHALL BE PAID FOR ALL SATURATION HOURS. DIVING IN ENCLOSURES: WHERE IT IS NECESSARY FOR DIVERS TO ENTER PIPES OR TUNNELS, OR OTHER ENCLOSURES WHERE THERE IS NO VERTICAL ASCENT, THE FOLLOWING PREMIUM SHALL BE PAID: DISTANCE TRAVELED FROM ENTRANCE 26 FEET TO 300 FEET: $1.00 PER FOOT. WHEN IT IS NECESSARY FOR A DIVER TO ENTER ANY PIPE, TUNNEL OR OTHER ENCLOSURE LESS THAN 48"" IN HEIGHT, THE PREMIUM WILL BE $1.00 PER FOOT. WORK IN COMBINATION OF CLASSIFICATIONS: EMPLOYEES WORKING IN ANY COMBINATION OF CLASSIFICATIONS WITHIN THE DIVING CREW (EXCEPT DIVE SUPERVISOR) IN

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  A SHIFT ARE PAID IN THE CLASSIFICATION WITH THE
  HIGHEST RATE FOR THAT SHIFT.........................$ 59.51                  34.69
  DIVER: DIVER STANDBY    DEPTH PAY (SURFACE DIVING):
     050 TO 100 FT    $2.00 PER FOOT     101 TO 150
  FT    $3.00 PER FOOT     151 TO 220 FT    $4.00 PER
  FOOT  221 FT.-DEEPER   $5.00 PER FOOT  SATURATION
  DIVING:  THE STANDBY RATE SHALL APPLY UNTIL
  SATURATION STARTS.  THE SATURATION DIVING RATE
  APPLIES WHEN DIVERS ARE UNDER PRESSURE CONTINUOUSLY
  UNTIL WORK TASK AND DECOMPRESSION ARE COMPLETE. THE
  DIVER RATE SHALL BE PAID FOR ALL SATURATION HOURS.
    DIVING IN ENCLOSURES:  WHERE IT IS NECESSARY FOR
  DIVERS TO ENTER PIPES OR TUNNELS, OR OTHER
  ENCLOSURES WHERE THERE IS NO VERTICAL ASCENT, THE
  FOLLOWING PREMIUM SHALL BE PAID:  DISTANCE TRAVELED
  FROM ENTRANCE 26 FEET TO 300 FEET:  $1.00 PER FOOT.
   WHEN IT IS NECESSARY FOR A DIVER TO ENTER ANY
  PIPE, TUNNEL OR OTHER ENCLOSURE LESS THAN 48"" IN
  HEIGHT, THE PREMIUM WILL BE $1.00 PER FOOT.    WORK
  IN COMBINATION OF CLASSIFICATIONS:  EMPLOYEES
  WORKING IN ANY COMBINATION OF CLASSIFICATIONS
  WITHIN THE DIVING CREW (EXCEPT DIVE SUPERVISOR) IN
  A SHIFT ARE PAID IN THE CLASSIFICATION WITH THE
  HIGHEST RATE FOR THAT SHIFT.........................$ 60.51                  34.69
  DIVER: ASSISTANT TENDER, ROV TENDER/TECHNICIAN
  DEPTH PAY (SURFACE DIVING):    050 TO 100 FT
  $2.00 PER FOOT     101 TO 150 FT    $3.00 PER FOOT
     151 TO 220 FT    $4.00 PER FOOT  221 FT.-DEEPER
   $5.00 PER FOOT  SATURATION DIVING:  THE STANDBY
  RATE SHALL APPLY UNTIL SATURATION STARTS.  THE
  SATURATION DIVING RATE APPLIES WHEN DIVERS ARE
  UNDER PRESSURE CONTINUOUSLY UNTIL WORK TASK AND
  DECOMPRESSION ARE COMPLETE. THE DIVER RATE SHALL BE
  PAID FOR ALL SATURATION HOURS.    DIVING IN
  ENCLOSURES:  WHERE IT IS NECESSARY FOR DIVERS TO
  ENTER PIPES OR TUNNELS, OR OTHER ENCLOSURES WHERE
  THERE IS NO VERTICAL ASCENT, THE FOLLOWING PREMIUM
  SHALL BE PAID:  DISTANCE TRAVELED FROM ENTRANCE 26
  FEET TO 300 FEET:  $1.00 PER FOOT.  WHEN IT IS
  NECESSARY FOR A DIVER TO ENTER ANY PIPE, TUNNEL OR
  OTHER ENCLOSURE LESS THAN 48"" IN HEIGHT, THE
  PREMIUM WILL BE $1.00 PER FOOT.    WORK IN
  COMBINATION OF CLASSIFICATIONS:  EMPLOYEES WORKING
  IN ANY COMBINATION OF CLASSIFICATIONS WITHIN THE
  DIVING CREW (EXCEPT DIVE SUPERVISOR) IN A SHIFT ARE
  PAID IN THE CLASSIFICATION WITH THE HIGHEST RATE
  FOR THAT SHIFT......................................$ 54.10                  34.69
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   CARP0034-003 07/01/2021

                                                     Rates                  Fringes

  PILEDRIVER..........................................$ 54.10                  34.69
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   CARP0035-001 08/01/2020

                                                     Rates                  Fringes

  DRYWALL STOCKER/SCRAPPER:  (AREA 4).................$ 22.97                  18.22
  DRYWALL STOCKER/SCRAPPER:  (AREA 3).................$ 23.64                  18.22
  DRYWALL STOCKER/SCRAPPER:  (AREA 1).................$ 26.33                  18.22
  DRYWALL INSTALLERS/LATHERS::  (AREA 4)..............$ 45.92                  31.26
  DRYWALL INSTALLERS/LATHERS::  (AREA 3)..............$ 47.27                  31.26
  DRYWALL INSTALLERS/LATHERS::  (AREA 1)..............$ 52.65                  31.26
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   CARP0035-009 07/01/2020
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	Rates	Fringes
CARPENTER: MILLWRIGHT MARIN COUNTY	$ 52.75	32.41
CARPENTER: JOURNEYMAN CARPENTER MARIN COUNTY	$ 52.65	30.82
CARPENTER: HARDWOOD FLOORLAYER, SHINGLER, POWER SAW OPERATOR, STEEL SCAFFOLD & STEEL SHORING ERECTOR, SAW FILER MARIN COUNTY	$ 52.80	30.82
CARPENTER: BRIDGE BUILDER/HIGHWAY CARPENTER MARIN COUNTY	$ 52.65	30.82

CARP0035-010 07/01/2020

	Rates	Fringes
MASTER INSTALLER (MODULAR FURNITURE INSTALLER) AREA 3	$ 31.38	23.03
MASTER INSTALLER (MODULAR FURNITURE INSTALLER) AREA 2	$ 32.71	23.03
MASTER INSTALLER (MODULAR FURNITURE INSTALLER) AREA 1	$ 36.43	23.03
LEAD INSTALLER (MODULAR FURNITURE INSTALLER) AREA 3	$ 27.96	23.03
LEAD INSTALLER (MODULAR FURNITURE INSTALLER) AREA 2	$ 29.08	23.03
LEAD INSTALLER (MODULAR FURNITURE INSTALLER) AREA 1	$ 32.21	23.03
INSTALLER (MODULAR FURNITURE INSTALLER) AREA 3	$ 25.16	22.53
INSTALLER (MODULAR FURNITURE INSTALLER) AREA 2	$ 26.11	22.53
INSTALLER (MODULAR FURNITURE INSTALLER) AREA 1	$ 28.76	22.53

CARP0046-001 07/01/2023

	Rates	Fringes
CARPENTERS: MILLWRIGHT EL DORADO (WEST), PLACER (WEST), SACRAMENTO AND YOLO COUNTIES FOOTNOTE: PLACER COUNTY (WEST) INCLUDES TERRITORY WEST OF AND INCLUDING HIGHWAY 49 AND EL DORADO COUNTY (WEST) INCLUDES TERRITORY WEST OF AND INCLUDING HIGHWAY 49 AND TERRITORY INSIDE THE CITY LIMITS OF PLACERVILLE	$ 57.01	35.11
CARPENTERS: JOURNEYMAN CARPENTER EL DORADO (WEST), PLACER (WEST), SACRAMENTO AND YOLO COUNTIES FOOTNOTE: PLACER COUNTY (WEST) INCLUDES TERRITORY WEST OF AND INCLUDING HIGHWAY 49 AND EL DORADO COUNTY (WEST) INCLUDES TERRITORY WEST OF AND INCLUDING HIGHWAY 49 AND TERRITORY INSIDE THE CITY LIMITS OF PLACERVILLE	$ 54.51	33.52
CARPENTERS: HARDWOOD FLOORLAYER, SHINGLER, POWER SAW OPERATOR, STEEL SCAFFOLD & STEEL SHORING ERECTOR, SAW FILER EL DORADO (WEST), PLACER (WEST), SACRAMENTO AND YOLO COUNTIES FOOTNOTE: PLACER COUNTY (WEST) INCLUDES TERRITORY WEST OF AND INCLUDING HIGHWAY 49 AND EL DORADO COUNTY (WEST) INCLUDES TERRITORY WEST OF AND INCLUDING HIGHWAY 49 AND TERRITORY INSIDE THE CITY LIMITS OF PLACERVILLE	$ 54.66	33.52
CARPENTERS: BRIDGE BUILDER/HIGHWAY CARPENTER EL DORADO (WEST), PLACER (WEST), SACRAMENTO AND YOLO COUNTIES FOOTNOTE: PLACER COUNTY (WEST) INCLUDES TERRITORY WEST OF AND INCLUDING HIGHWAY 49 AND EL DORADO COUNTY (WEST) INCLUDES TERRITORY WEST OF AND INCLUDING HIGHWAY 49 AND TERRITORY INSIDE THE CITY LIMITS OF PLACERVILLE	$ 60.39	33.52

CARP0046-002 07/01/2023

	Rates	Fringes
CARPENTERS: MILLWRIGHT ALPINE, COLUSA, EL DORADO (EAST), NEVADA, PLACER (EAST), SIERRA, SUTTER AND YUBA COUNTIES	$ 55.66	35.11

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CARPENTERS: JOURNEYMAN CARPENTER   ALPINE, COLUSA,
EL DORADO (EAST), NEVADA, PLACER (EAST), SIERRA,
SUTTER AND YUBA COUNTIES...........................$ 53.16               33.52
CARPENTERS: HARDWOOD FLOORLAYER, SHINGLER, POWER
SAW OPERATOR, STEEL SCAFFOLD & STEEL SHORING
ERECTOR, SAW FILER   ALPINE, COLUSA, EL DORADO
(EAST), NEVADA, PLACER (EAST), SIERRA, SUTTER AND
YUBA COUNTIES......................................$ 53.31               33.52
CARPENTERS: BRIDGE BUILDER/HIGHWAY CARPENTER
ALPINE, COLUSA, EL DORADO (EAST), NEVADA, PLACER
(EAST), SIERRA, SUTTER AND YUBA COUNTIES...........$ 60.39               33.52
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 CARP0152-003 07/01/2020
                                                     Rates              Fringes
CARPENTERS: MILLWRIGHT   AMADOR COUNTY.............$ 47.92               32.41
CARPENTERS: JOURNEYMAN CARPENTER   AMADOR COUNTY....$ 45.42               30.82
CARPENTERS: HARDWOOD FLOORLAYER, SHINGLER, POWER
SAW OPERATOR, STEEL SCAFFOLD & STEEL SHORING
ERECTOR, SAW FILER   AMADOR COUNTY.................$ 45.57               30.82
CARPENTERS: BRIDGE BUILDER/HIGHWAY CARPENTER
AMADOR COUNTY......................................$ 52.65               30.82
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 CARP0180-001 07/01/2021
                                                     Rates              Fringes
CARPENTERS: MILLWRIGHT   SOLANO COUNTY.............$ 54.95               33.08
CARPENTERS: JOURNEYMAN CARPENTER   SOLANO COUNTY....$ 54.85               31.49
CARPENTERS: HARDWOOD FLOORLAYER, SHINGLER, POWER
SAW OPERATOR, STEEL SCAFFOLD & STEEL SHORING
ERECTOR, SAW FILER   SOLANO COUNTY.................$ 55.00               31.49
CARPENTERS: BRIDGE BUILDER/HIGHWAY CARPENTER
SOLANO COUNTY......................................$ 54.85               31.49
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 CARP0751-001 07/01/2021
                                                     Rates              Fringes
CARPENTERS: MILLWRIGHT   NAPA AND SONOMA COUNTIES...$ 54.95               33.08
CARPENTERS: JOURNEYMAN CARPENTER   NAPA AND SONOMA
COUNTIES...........................................$ 54.85               31.49
CARPENTERS: HARDWOOD FLOORLAYER, SHINGLER, POWER
SAW OPERATOR, STEEL SCAFFOLD & STEEL SHORING
ERECTOR, SAW FILER   NAPA AND SONOMA COUNTIES.......$ 55.00               31.49
CARPENTERS: BRIDGE BUILDER/HIGHWAY CARPENTER   NAPA
AND SONOMA COUNTIES................................$ 54.85               31.49
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 CARP1599-001 07/01/2020
                                                     Rates              Fringes
CARPENTERS: MILLWRIGHT   BUTTE, GLENN, LASSEN,
MODOC, PLUMAS, SHASTA, SISKIYOU, TEHAMA AND TRINITY
COUNTIES...........................................$ 47.92               32.41
CARPENTERS: JOURNEYMAN CARPENTER   BUTTE, GLENN,
LASSEN, MODOC, PLUMAS, SHASTA, SISKIYOU, TEHAMA AND
TRINITY COUNTIES...................................$ 45.42               30.82
CARPENTERS: HARDWOOD FLOORLAYER, SHINGLER, POWER
SAW OPERATOR, STEEL SCAFFOLD & STEEL SHORING
ERECTOR, SAW FILER   BUTTE, GLENN, LASSEN, MODOC,
PLUMAS, SHASTA, SISKIYOU, TEHAMA AND TRINITY
COUNTIES...........................................$ 45.57               30.82
CARPENTERS: BRIDGE BUILDER/HIGHWAY CARPENTER
BUTTE, GLENN, LASSEN, MODOC, PLUMAS, SHASTA,
SISKIYOU, TEHAMA AND TRINITY COUNTIES..............$ 52.65               30.82
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ELEC0180-001 06/01/2025

	Rates	Fringes
ELECTRICIAN NAPA AND SOLANO COUNTIES	$ 61.56	31.13
CABLE SPLICER NAPA AND SOLANO COUNTIES	$ 69.26	31.36

ELEC0180-003 12/01/2025

	Rates	Fringes
SOUND & COMMUNICATIONS: TECHNICIAN NAPA AND SOLANO COUNTIES SCOPE OF WORK INCLUDES- SOUND & VOICE TRANSMISSION (MUSIC, INTERCOM, NURSE CALL, TELEPHONE); FIRE ALARM SYSTEMS [EXCLUDING FIRE ALARM WORK WHEN INSTALLED IN RACEWAYS (INCLUDING WIRE AND CABLE PULLING) AND WHEN PERFORMED ON NEW OR MAJOR REMODEL BUILDING PROJECTS OR JOBS], TELEVISION & VIDEO SYSTEMS, SECURITY SYSTEMS, COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE. EXCLUDES- EXCLUDES ALL OTHER DATA SYSTEMS OR MULTIPLE SYSTEMS WHICH INCLUDE CONTROL FUNCTION OR POWER SUPPLY; EXCLUDES INSTALLATION OF RACEWAY SYSTEMS, LINE VOLTAGE WORK, INDUSTRIAL WORK, LIFE-SAFETY SYSTEMS (ALL BUILDINGS HAVING FLOORS LOCATED MORE THAN 75' ABOVE THE LOWEST FLOOR LEVEL HAVING BUILDING ACCESS); EXCLUDES ENERGY MANAGEMENT SYSTEMS	$ 61.04	31.08
SOUND & COMMUNICATIONS: INSTALLER NAPA AND SOLANO COUNTIES SCOPE OF WORK INCLUDES- SOUND & VOICE TRANSMISSION (MUSIC, INTERCOM, NURSE CALL, TELEPHONE); FIRE ALARM SYSTEMS [EXCLUDING FIRE ALARM WORK WHEN INSTALLED IN RACEWAYS (INCLUDING WIRE AND CABLE PULLING) AND WHEN PERFORMED ON NEW OR MAJOR REMODEL BUILDING PROJECTS OR JOBS], TELEVISION & VIDEO SYSTEMS, SECURITY SYSTEMS, COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE. EXCLUDES- EXCLUDES ALL OTHER DATA SYSTEMS OR MULTIPLE SYSTEMS WHICH INCLUDE CONTROL FUNCTION OR POWER SUPPLY; EXCLUDES INSTALLATION OF RACEWAY SYSTEMS, LINE VOLTAGE WORK, INDUSTRIAL WORK, LIFE-SAFETY SYSTEMS (ALL BUILDINGS HAVING FLOORS LOCATED MORE THAN 75' ABOVE THE LOWEST FLOOR LEVEL HAVING BUILDING ACCESS); EXCLUDES ENERGY MANAGEMENT SYSTEMS	$ 53.08	30.84

ELEC0340-002 03/01/2025

	Rates	Fringes
COMMUNICATIONS SYSTEM: SOUND & COMMUNICATIONS TECHNICIAN ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, NEVADA, PLACER, PLUMAS, SACRAMENTO, TRINITY, YOLO, YUBA COUNTIES SCOPE OF WORK INCLUDES THE INSTALLATION TESTING, SERVICE AND MAINTENANCE, OF THE FOLLOWING SYSTEMS WHICH UTILIZE THE TRANSMISSION AND/OR TRANSFERENCE OF VOICE, SOUND, VISION AND DIGITAL FOR COMMERCIAL, EDUCATION, SECURITY AND ENTERTAINMENT PURPOSES FOR THE FOLLOWING TV MONITORING AND SURVEILLANCE, BACKGROUND-FOREGROUND MUSIC, INTERCOM AND TELEPHONE INTERCONNECT, INVENTORY CONTROL SYSTEMS, MICROWAVE TRANSMISSION, MULTI-MEDIA, MULTIPLEX, NURSE CALL SYSTEM, RADIO PAGE, SCHOOL INTERCOM AND SOUND, BURGLAR ALARMS, AND LOW VOLTAGE MASTER CLOCK SYSTEMS. A. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS BACKGROUND		

FOREGROUND MUSIC INTERCOM AND TELEPHONE
INTERCONNECT SYSTEMS, TELEPHONE SYSTEMS, NURSE CALL
SYSTEMS, RADIO PAGE SYSTEMS, SCHOOL INTERCOM AND
SOUND SYSTEMS, BURGLAR ALARM SYSTEMS, LOW VOLTAGE
MASTER CLOCK SYSTEMS, MULTI-MEDIA/MULTIPLEX
SYSTEMS, SOUND AND MUSICAL ENTERTAINMENT SYSTEMS,
RF SYSTEMS, ANTENNAS AND WAVE GUIDE.   B. FIRE
ALARM SYSTEMS   INSTALLATION, WIRE PULLING AND
TESTING   C. TELEVISION AND VIDEO SYSTEMS
TELEVISION MONITORING AND SURVEILLANCE SYSTEMS,
VIDEO SECURITY SYSTEMS, VIDEO ENTERTAINMENT
SYSTEMS, VIDEO EDUCATIONAL SYSTEMS, MICROWAVE
TRANSMISSION SYSTEMS, CATV AND CCTV   D. SECURITY
SYSTEMS   PERIMETER SECURITY SYSTEMS
VIBRATION SENSOR SYSTEMS   CARD ACCESS SYSTEMS
ACCESS CONTROL SYSTEMS   SONAR/INFRARED
MONITORING EQUIPMENT   E. COMMUNICATIONS SYSTEMS
THAT TRANSMIT OR RECEIVE   INFORMATION AND/OR
CONTROL SYSTEMS THAT ARE INTRINSIC   TO THE ABOVE
LISTED SYSTEMS   SCADA (SUPERVISORY CONTROL AND
DATA ACQUISITION)   PCM (PULSE CODE MODULATION)
INVENTORY CONTROL SYSTEMS   DIGITAL DATA
SYSTEMS   BROADBAND AND BASEBAND AND CARRIERS
POINT OF SALE SYSTEMS   VSAT DATA SYSTEMS
DATA COMMUNICATION SYSTEMS   RF AND REMOTE
CONTROL SYSTEMS   FIBER OPTIC DATA SYSTEMS WORK
EXCLUDED RACEWAY SYSTEMS ARE NOT COVERED (EXCLUDING
LADDER-RACK FOR THE PURPOSE OF THE ABOVE LISTED
SYSTEMS). CHASES AND/OR NIPPLES (NOT TO EXCEED 10
FEET) MAY BE INSTALLED ON OPEN WIRING SYSTEMS.
ENERGY MANAGEMENT SYSTEMS. SCADA (SUPERVISORY
CONTROL AND DATA ACQUISITION) WHEN NOT INTRINSIC TO
THE ABOVE LISTED SYSTEMS (IN THE SCOPE). FIRE
ALARM SYSTEMS WHEN INSTALLED IN RACEWAYS (INCLUDING
WIRE AND CABLE PULLING) SHALL BE PERFORMED AT THE
ELECTRICIAN WAGE RATE, WHEN EITHER OF THE FOLLOWING
TWO (2) CONDITIONS APPLY: 1. THE PROJECT
INVOLVES NEW OR MAJOR REMODEL BUILDING TRADES
CONSTRUCTION.   2. THE CONDUCTORS FOR THE FIRE
ALARM SYSTEM ARE INSTALLED IN CONDUIT...............$ 46.00   25.68
COMMUNICATIONS SYSTEM: SOUND & COMMUNICATIONS
INSTALLER ALPINE, AMADOR, BUTTE, COLUSA, EL
DORADO, GLENN, LASSEN, NEVADA, PLACER, PLUMAS,
SACRAMENTO, TRINITY, YOLO, YUBA COUNTIES   SCOPE
OF WORK   INCLUDES THE INSTALLATION TESTING,
SERVICE AND MAINTENANCE, OF THE FOLLOWING SYSTEMS
WHICH UTILIZE THE TRANSMISSION AND/OR TRANSFERENCE
OF VOICE, SOUND, VISION AND DIGITAL FOR COMMERCIAL,
EDUCATION, SECURITY AND ENTERTAINMENT PURPOSES FOR
THE FOLLOWING TV MONITORING AND SURVEILLANCE,
BACKGROUND-FOREGROUND MUSIC, INTERCOM AND TELEPHONE
INTERCONNECT, INVENTORY CONTROL SYSTEMS, MICROWAVE
TRANSMISSION, MULTI-MEDIA, MULTIPLEX, NURSE CALL
SYSTEM, RADIO PAGE, SCHOOL INTERCOM AND SOUND,
BURGLAR ALARMS, AND LOW VOLTAGE MASTER CLOCK
SYSTEMS.   A. SOUND AND VOICE
TRANSMISSION/TRANSFERENCE SYSTEMS   BACKGROUND
FOREGROUND MUSIC INTERCOM AND TELEPHONE
INTERCONNECT SYSTEMS, TELEPHONE SYSTEMS, NURSE CALL
SYSTEMS, RADIO PAGE SYSTEMS, SCHOOL INTERCOM AND
SOUND SYSTEMS, BURGLAR ALARM SYSTEMS, LOW VOLTAGE
MASTER CLOCK SYSTEMS, MULTI-MEDIA/MULTIPLEX
SYSTEMS, SOUND AND MUSICAL ENTERTAINMENT SYSTEMS,
RF SYSTEMS, ANTENNAS AND WAVE GUIDE.   B. FIRE
ALARM SYSTEMS   INSTALLATION, WIRE PULLING AND

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TESTING    C. TELEVISION AND VIDEO SYSTEMS
TELEVISION MONITORING AND SURVEILLANCE SYSTEMS,
VIDEO SECURITY SYSTEMS, VIDEO ENTERTAINMENT
SYSTEMS, VIDEO EDUCATIONAL SYSTEMS, MICROWAVE
TRANSMISSION SYSTEMS, CATV AND CCTV    D. SECURITY
SYSTEMS     PERIMETER SECURITY SYSTEMS
VIBRATION SENSOR SYSTEMS     CARD ACCESS SYSTEMS
 ACCESS CONTROL SYSTEMS     SONAR/INFRARED
MONITORING EQUIPMENT    E. COMMUNICATIONS SYSTEMS
THAT TRANSMIT OR RECEIVE    INFORMATION AND/OR
CONTROL SYSTEMS THAT ARE INTRINSIC    TO THE ABOVE
LISTED SYSTEMS     SCADA (SUPERVISORY CONTROL AND
DATA ACQUISITION)     PCM (PULSE CODE MODULATION)
  INVENTORY CONTROL SYSTEMS     DIGITAL DATA
SYSTEMS     BROADBAND AND BASEBAND AND CARRIERS
POINT OF SALE SYSTEMS     VSAT DATA SYSTEMS
DATA COMMUNICATION SYSTEMS     RF AND REMOTE
CONTROL SYSTEMS     FIBER OPTIC DATA SYSTEMS  WORK
EXCLUDED RACEWAY SYSTEMS ARE NOT COVERED (EXCLUDING
LADDER-RACK FOR THE PURPOSE OF THE ABOVE LISTED
SYSTEMS).  CHASES AND/OR NIPPLES (NOT TO EXCEED 10
FEET) MAY BE INSTALLED ON OPEN WIRING SYSTEMS.
ENERGY MANAGEMENT SYSTEMS.  SCADA (SUPERVISORY
CONTROL AND DATA ACQUISITION) WHEN NOT INTRINSIC TO
THE ABOVE LISTED SYSTEMS (IN THE SCOPE).  FIRE
ALARM SYSTEMS WHEN INSTALLED IN RACEWAYS (INCLUDING
WIRE AND CABLE PULLING) SHALL BE PERFORMED AT THE
ELECTRICIAN WAGE RATE, WHEN EITHER OF THE FOLLOWING
TWO (2) CONDITIONS APPLY:       1.  THE PROJECT
INVOLVES NEW OR MAJOR REMODEL BUILDING TRADES
CONSTRUCTION.       2.  THE CONDUCTORS FOR THE FIRE
ALARM SYSTEM ARE INSTALLED IN CONDUIT...............$ 40.00                 25.50
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 ELEC0340-003 08/01/2025
                                                     Rates                  Fringes
ELECTRICIAN (REMAINING AREA)  ALPINE (WEST OF
SIERRA MT. WATERSHED), AMADOR, BUTTE, COLUSA, EL
DORADO (WEST OF SIERRA MT. WATERSHED), GLENN,
LASSEN, NEVADA (WEST OF SIERRA MT. WATERSHED),
PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA (WEST OF
SIERRA MT. WATERSHED), SUTTER, TEHAMA, TRINITY,
YOLO & YUBA COUNTIES    CABLE SPLICER:  RECEIVES
110% OF THE ELECTRICIAN BASIC HOURLY RATE...........$ 52.70                 38.68
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 ELEC0401-005 01/01/2025
                                                     Rates                  Fringes
ELECTRICIAN   ALPINE (EAST OF THE MAIN WATERSHED
DIVIDE), EL DORADO (EAST OF THE MAIN WATERSHED
DIVIDE), NEVADA (EAST OF THE MAIN WATERSHED),
PLACER (EAST OF THE MAIN WATERSHED DIVIDE) AND
SIERRA (EAST OF THE MAIN WATERSHED DIVIDE) COUNTIES.$ 48.50                 23.04
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 ELEC0551-004 06/01/2024
                                                     Rates                  Fringes
ELECTRICIAN   MARIN AND SONOMA COUNTIES.............$ 59.17                 32.04
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 ELEC0551-005 12/01/2025
                                                     Rates                  Fringes
SOUND & COMMUNICATIONS: TECHNICIAN   MARIN & SONOMA
COUNTIES    SCOPE OF WORK INCLUDES-    SOUND &
VOICE TRANSMISSION (MUSIC, INTERCOM, NURSE CALL,
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TELEPHONE); FIRE ALARM SYSTEMS [EXCLUDING FIRE
ALARM  WORK WHEN INSTALLED IN RACEWAYS (INCLUDING
WIRE AND CABLE  PULLING) AND WHEN PERFORMED ON NEW
OR MAJOR REMODEL BUILDING  PROJECTS OR JOBS],
TELEVISION & VIDEO SYSTEMS, SECURITY SYSTEMS,
COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE
INFORMATION AND/OR CONTROL SYSTEMS THAT ARE
INTRINSIC TO THE ABOVE.  EXCLUDES-  EXCLUDES ALL
OTHER DATA SYSTEMS OR MULTIPLE SYSTEMS WHICH
INCLUDE CONTROL FUNCTION OR POWER SUPPLY;  EXCLUDES
INSTALLATION OF RACEWAY SYSTEMS,  LINE VOLTAGE
WORK, INDUSTRIAL WORK, LIFE-SAFETY SYSTEMS (ALL
BUILDINGS HAVING FLOORS LOCATED MORE THAN 75' ABOVE
THE LOWEST  FLOOR LEVEL HAVING BUILDING ACCESS);
EXCLUDES ENERGY MANAGEMENT  SYSTEMS.................$ 61.04                 31.08
SOUND & COMMUNICATIONS: INSTALLER   MARIN & SONOMA
COUNTIES    SCOPE OF WORK INCLUDES-    SOUND &
VOICE TRANSMISSION (MUSIC, INTERCOM, NURSE CALL,
TELEPHONE); FIRE ALARM SYSTEMS [EXCLUDING FIRE
ALARM  WORK WHEN INSTALLED IN RACEWAYS (INCLUDING
WIRE AND CABLE  PULLING) AND WHEN PERFORMED ON NEW
OR MAJOR REMODEL BUILDING  PROJECTS OR JOBS],
TELEVISION & VIDEO SYSTEMS, SECURITY SYSTEMS,
COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE
INFORMATION AND/OR CONTROL SYSTEMS THAT ARE
INTRINSIC TO THE ABOVE.  EXCLUDES-  EXCLUDES ALL
OTHER DATA SYSTEMS OR MULTIPLE SYSTEMS WHICH
INCLUDE CONTROL FUNCTION OR POWER SUPPLY;  EXCLUDES
INSTALLATION OF RACEWAY SYSTEMS,  LINE VOLTAGE
WORK, INDUSTRIAL WORK, LIFE-SAFETY SYSTEMS (ALL
BUILDINGS HAVING FLOORS LOCATED MORE THAN 75' ABOVE
THE LOWEST  FLOOR LEVEL HAVING BUILDING ACCESS);
EXCLUDES ENERGY MANAGEMENT  SYSTEMS.................$ 53.08                 30.84
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 ELEC0659-006 01/01/2026
                                                        Rates                Fringes
ELECTRICIAN   MODOC AND SISKIYOU COUNTIES...........$ 47.04                 21.84
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 ELEC0659-008 02/01/2023
                                                        Rates                Fringes
LINE CONSTRUCTION: (1) CABLE SPLICER   DEL NORTE,
MODOC & SISKIYOU COUNTIES...........................$ 67.80                 25.20
LINE CONSTRUCTION:   (2) LINEMAN, POLE SPRAYER,
HEAVY LINE EQUIPMENT MAN   DEL NORTE, MODOC &
SISKIYOU COUNTIES...................................$ 60.54                 24.87
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 ELEC1245-004 01/01/2025
                                                        Rates                Fringes
LINE CONSTRUCTION: (3) GROUNDMAN   ALL COUNTIES
EXCEPT DEL NORTE, MODOC & SISKIYOU    HOLIDAYS: NEW
YEAR'S DAY, M.L. KING DAY, MEMORIAL DAY,
INDEPENDENCE DAY, LABOR DAY, VETERANS DAY,
THANKSGIVING DAY AND DAY AFTER THANKSGIVING,
CHRISTMAS DAY.......................................$ 40.76                 21.76
LINE CONSTRUCTION: (2) EQUIPMENT SPECIALIST
OPERATES CRAWLER TRACTORS, COMMERCIAL MOTOR
VEHICLES, BACKHOES, TRENCHERS, CRANES (50 TONS AND
BELOW), OVERHEAD & UNDERGROUND DISTRIBUTION LINE
EQUIPMENT  ALL COUNTIES EXCEPT DEL NORTE, MODOC &
SISKIYOU    HOLIDAYS: NEW YEAR'S DAY, M.L. KING
DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY,
VETERANS DAY, THANKSGIVING DAY AND DAY AFTER
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THANKSGIVING, CHRISTMAS DAY........................$ 53.30             22.26
LINE CONSTRUCTION (1) LINEMAN; CABLE SPLICER
HOLIDAYS: NEW YEAR'S DAY, M.L. KING DAY, MEMORIAL
DAY, INDEPENDENCE DAY, LABOR DAY, VETERANS DAY,
THANKSGIVING DAY AND DAY AFTER THANKSGIVING,
CHRISTMAS DAY  ALL COUNTIES EXCEPT DEL NORTE, MODOC
& SISKIYOU.........................................$ 70.16             24.71
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 ELEV0008-001 01/01/2025
                                                     Rates          Fringes
ELEVATOR MECHANIC    FOOTNOTE:  A. PAID VACATION:
EMPLOYER CONTRIBUTES 8% OF REGULAR HOURLY RATE AS
VACATION PAY CREDIT FOR EMPLOYEES WITH MORE THAN 5
YEARS OF SERVICE, AND 6% FOR 6 MONTHS TO 5 YEARS OF
SERVICE.  B. PAID HOLIDAYS: NEW YEAR'S DAY,
MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY,
VETERANS' DAY, THANKSGIVING DAY, FRIDAY AFTER
THANKSGIVING, AND CHRISTMAS DAY....................$ 84.05             38.44
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 ENGI0003-008 08/01/2024
                                                     Rates          Fringes
DREDGING (CLAMSHELL & DIPPER DREDGING;  HYDRAULIC
SUCTION DREDGING) AREA 2:   (4) BARGEMAN; DECKHAND;
FIREMAN; LEVEEHAND; OILER     AREA DESCRIPTIONS
AREA 1: ALAMEDA,BUTTE, CONTRA COSTA, KINGS, MARIN,
MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN
FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA,
SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND
YUBA COUNTIES    AREA 2:  MODOC COUNTY  THE
REMAINGING COUNTIES ARE SPLIT BETWEEN AREA 1 AND
AREA 2 AS NOTED BELOW:    ALPINE COUNTY:  AREA 1:
NORTHERNMOST PART  AREA 2:  REMAINDER  CALAVERAS
COUNTY:   AREA 1: REMAINDER   AREA 2: EASTERN PART
  COLUSA COUNTY:  AREA 1:  EASTERN PART  AREA 2:
REMAINDER  ELDORADO COUNTY:  AREA 1:  NORTH CENTRAL
PART  AREA 2:  REMAINDER     FRESNO COUNTY:   AREA
1: REMAINDER   AREA 2: EASTERN PART    GLENN
COUNTY:  AREA 1:  EASTERN PART  AREA 2: REMAINDER
 LASSEN COUNTY:  AREA 1:  WESTERN PART ALONG THE
SOUTHERN PORTION OF BORDER WITH SHASTA COUNTY  AREA
2:  REMAINDER  MADERA COUNTY:   AREA 1: EXCEPT
EASTERN PART   AREA 2: EASTERN PART    MARIPOSA
COUNTY   AREA 1: EXCEPT EASTERN PART   AREA 2:
EASTERN PART    MONTERREY COUNTY   AREA 1: EXCEPT
SOUTHWESTERN PART   AREA 2: SOUTHWESTERN PART
NEVADA COUNTY:  AREA 1:  ALL BUT THE NORTHERN
PORTION ALONG THE BORDER OF SIERRA COUNTY  AREA 2:
REMAINDER  PLACER COUNTY:  AREA 1:  AL BUT THE
CENTRAL PORTION  AREA 2:  REMAINDER  PLUMAS COUNTY:
 AREA 1:  WESTERN PORTION  AREA 2:  REMAINDER
SHASTA COUNTY:  AREA 1:  ALL BUT THE NORTHEASTERN
CORNER  AREA 2:  REMAINDER  SIERRA COUNTY:  AREA 1:
 WESTERN PART  AREA 2:  REMAINDER  SISKIYOU COUNTY:
 AREA 1:  CENTRAL PART  AREA 2:  REMAINDER  SONOMA
COUNTY:  AREA 1:  ALL BUT THE NORTHWESTERN CORNER
AREA 2:  REMAINDER  TEHAMA COUNTY:  AREA 1:  ALL
BUT THE WESTERN BORDER WITH MENDOCINO & TRINITY
COUNTIES  AREA 2:  REMAINDER  TRINITY COUNTY:  AREA
1:  EAST CENTRAL PART AND THE NORTHEASTERN BORDER
WITH SHASTA COUNTY  AREA 2:  REMAINDER  TUOLUMNE
COUNTY:   AREA 1: EXCEPT EASTERN PART   AREA 2:
EASTERN PART.......................................$ 53.23             39.55
DREDGING (CLAMSHELL & DIPPER DREDGING;  HYDRAULIC
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SUCTION DREDGING) AREA 2: (3) BOOSTER PUMP OPERATOR; DECK ENGINEER; DECK MATE; DREDGE TENDER; WINCH OPERATOR AREA DESCRIPTIONS AREA 1: ALAMEDA,BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES AREA 2: MODOC COUNTY THE REMAINGING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW: ALPINE COUNTY: AREA 1: NORTHERNMOST PART AREA 2: REMAINDER CALAVERAS COUNTY: AREA 1: REMAINDER AREA 2: EASTERN PART COLUSA COUNTY: AREA 1: EASTERN PART AREA 2: REMAINDER ELDORADO COUNTY: AREA 1: NORTH CENTRAL PART AREA 2: REMAINDER FRESNO COUNTY: AREA 1: REMAINDER AREA 2: EASTERN PART GLENN COUNTY: AREA 1: EASTERN PART AREA 2: REMAINDER LASSEN COUNTY: AREA 1: WESTERN PART ALONG THE SOUTHERN PORTION OF BORDER WITH SHASTA COUNTY AREA 2: REMAINDER MADERA COUNTY: AREA 1: EXCEPT EASTERN PART AREA 2: EASTERN PART MARIPOSA COUNTY AREA 1: EXCEPT EASTERN PART AREA 2: EASTERN PART MONTERREY COUNTY AREA 1: EXCEPT SOUTHWESTERN PART AREA 2: SOUTHWESTERN PART NEVADA COUNTY: AREA 1: ALL BUT THE NORTHERN PORTION ALONG THE BORDER OF SIERRA COUNTY AREA 2: REMAINDER PLACER COUNTY: AREA 1: AL BUT THE CENTRAL PORTION AREA 2: REMAINDER PLUMAS COUNTY: AREA 1: WESTERN PORTION AREA 2: REMAINDER SHASTA COUNTY: AREA 1: ALL BUT THE NORTHEASTERN CORNER AREA 2: REMAINDER SIERRA COUNTY: AREA 1: WESTERN PART AREA 2: REMAINDER SISKIYOU COUNTY: AREA 1: CENTRAL PART AREA 2: REMAINDER SONOMA COUNTY: AREA 1: ALL BUT THE NORTHWESTERN CORNER AREA 2: REMAINDER TEHAMA COUNTY: AREA 1: ALL BUT THE WESTERN BORDER WITH MENDOCINO & TRINITY COUNTIES AREA 2: REMAINDER TRINITY COUNTY: AREA 1: EAST CENTRAL PART AND THE NORTHEASTERN BORDER WITH SHASTA COUNTY AREA 2: REMAINDER TUOLUMNE COUNTY: AREA 1: EXCEPT EASTERN PART AREA 2: EASTERN PART.......................................$ 56.53 39.55

DREDGING (CLAMSHELL & DIPPER DREDGING; HYDRAULIC SUCTION DREDGING) AREA 2: (2) DREDGE DOZER; HEAVY DUTY REPAIRMAN : AREA DESCRIPTIONS AREA 1: ALAMEDA,BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES AREA 2: MODOC COUNTY THE REMAINGING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW: ALPINE COUNTY: AREA 1: NORTHERNMOST PART AREA 2: REMAINDER CALAVERAS COUNTY: AREA 1: REMAINDER AREA 2: EASTERN PART COLUSA COUNTY: AREA 1: EASTERN PART AREA 2: REMAINDER ELDORADO COUNTY: AREA 1: NORTH CENTRAL PART AREA 2: REMAINDER FRESNO COUNTY: AREA 1: REMAINDER AREA 2: EASTERN PART GLENN COUNTY: AREA 1: EASTERN PART AREA 2: REMAINDER LASSEN COUNTY: AREA 1: WESTERN PART ALONG THE SOUTHERN PORTION OF BORDER WITH SHASTA COUNTY AREA 2: REMAINDER MADERA COUNTY: AREA 1: EXCEPT EASTERN PART AREA 2: EASTERN PART MARIPOSA COUNTY AREA 1: EXCEPT EASTERN PART AREA 2: EASTERN PART MONTERREY COUNTY AREA 1: EXCEPT SOUTHWESTERN PART AREA 2: SOUTHWESTERN PART NEVADA COUNTY: AREA 1: ALL

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BUT THE NORTHERN PORTION ALONG THE BORDER OF SIERRA
COUNTY  AREA 2:  REMAINDER  PLACER COUNTY:  AREA 1:
 AL BUT THE CENTRAL PORTION  AREA 2:  REMAINDER
PLUMAS COUNTY:  AREA 1:  WESTERN PORTION  AREA 2:
REMAINDER  SHASTA COUNTY:  AREA 1:  ALL BUT THE
NORTHEASTERN CORNER  AREA 2:  REMAINDER  SIERRA
COUNTY:  AREA 1:  WESTERN PART  AREA 2:  REMAINDER
SISKIYOU COUNTY:  AREA 1:  CENTRAL PART  AREA 2:
REMAINDER  SONOMA COUNTY:  AREA 1:  ALL BUT THE
NORTHWESTERN CORNER  AREA 2:  REMAINDER  TEHAMA
COUNTY:  AREA 1:  ALL BUT THE WESTERN BORDER WITH
MENDOCINO & TRINITY COUNTIES  AREA 2:  REMAINDER
TRINITY COUNTY:  AREA 1:  EAST CENTRAL PART AND THE
NORTHEASTERN BORDER WITH SHASTA COUNTY  AREA 2:
REMAINDER  TUOLUMNE COUNTY:   AREA 1: EXCEPT
EASTERN PART   AREA 2: EASTERN PART.................$ 57.65                 39.55
DREDGING (CLAMSHELL & DIPPER DREDGING;  HYDRAULIC
SUCTION DREDGING) AREA 2:   (1) LEVERMAN     AREA
DESCRIPTIONS    AREA 1: ALAMEDA,BUTTE, CONTRA
COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN
BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO,
SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS,
SUTTER, YOLO, AND YUBA COUNTIES    AREA 2:  MODOC
COUNTY  THE REMAINGING COUNTIES ARE SPLIT BETWEEN
AREA 1 AND AREA 2 AS NOTED BELOW:    ALPINE COUNTY:
 AREA 1:  NORTHERNMOST PART  AREA 2:  REMAINDER
CALAVERAS COUNTY:   AREA 1: REMAINDER   AREA 2:
EASTERN PART    COLUSA COUNTY:  AREA 1:  EASTERN
PART  AREA 2:  REMAINDER  ELDORADO COUNTY:  AREA 1:
 NORTH CENTRAL PART  AREA 2:  REMAINDER     FRESNO
COUNTY:   AREA 1: REMAINDER   AREA 2: EASTERN PART
  GLENN COUNTY:  AREA 1:  EASTERN PART  AREA 2:
REMAINDER    LASSEN COUNTY:  AREA 1:  WESTERN PART
ALONG THE SOUTHERN PORTION OF BORDER WITH SHASTA
COUNTY  AREA 2:  REMAINDER  MADERA COUNTY:   AREA
1: EXCEPT EASTERN PART   AREA 2: EASTERN PART
MARIPOSA COUNTY   AREA 1: EXCEPT EASTERN PART
AREA 2: EASTERN PART    MONTERREY COUNTY   AREA 1:
EXCEPT SOUTHWESTERN PART   AREA 2: SOUTHWESTERN
PART    NEVADA COUNTY:  AREA 1:  ALL BUT THE
NORTHERN PORTION ALONG THE BORDER OF SIERRA COUNTY
AREA 2:  REMAINDER  PLACER COUNTY:  AREA 1:  AL BUT
THE CENTRAL PORTION  AREA 2:  REMAINDER  PLUMAS
COUNTY:  AREA 1:  WESTERN PORTION  AREA 2:
REMAINDER  SHASTA COUNTY:  AREA 1:  ALL BUT THE
NORTHEASTERN CORNER  AREA 2:  REMAINDER  SIERRA
COUNTY:  AREA 1:  WESTERN PART  AREA 2:  REMAINDER
SISKIYOU COUNTY:  AREA 1:  CENTRAL PART  AREA 2:
REMAINDER  SONOMA COUNTY:  AREA 1:  ALL BUT THE
NORTHWESTERN CORNER  AREA 2:  REMAINDER  TEHAMA
COUNTY:  AREA 1:  ALL BUT THE WESTERN BORDER WITH
MENDOCINO & TRINITY COUNTIES  AREA 2:  REMAINDER
TRINITY COUNTY:  AREA 1:  EAST CENTRAL PART AND THE
NORTHEASTERN BORDER WITH SHASTA COUNTY  AREA 2:
REMAINDER  TUOLUMNE COUNTY:   AREA 1: EXCEPT
EASTERN PART   AREA 2: EASTERN PART.................$ 62.61                 39.55
DREDGING (CLAMSHELL & DIPPER DREDGING;  HYDRAULIC
SUCTION DREDGING) AREA 1:   (4) BARGEMAN; DECKHAND;
FIREMAN; LEVEEHAND; OILER     AREA DESCRIPTIONS
AREA 1: ALAMEDA,BUTTE, CONTRA COSTA, KINGS, MARIN,
MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN
FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA,
SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND
YUBA COUNTIES    AREA 2:  MODOC COUNTY  THE
REMAINGING COUNTIES ARE SPLIT BETWEEN AREA 1 AND
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AREA 2 AS NOTED BELOW: ALPINE COUNTY: AREA 1:
NORTHERNMOST PART AREA 2: REMAINDER CALAVERAS
COUNTY: AREA 1: REMAINDER AREA 2: EASTERN PART
COLUSA COUNTY: AREA 1: EASTERN PART AREA 2:
REMAINDER ELDORADO COUNTY: AREA 1: NORTH CENTRAL
PART AREA 2: REMAINDER FRESNO COUNTY: AREA
1: REMAINDER AREA 2: EASTERN PART GLENN
COUNTY: AREA 1: EASTERN PART AREA 2: REMAINDER
LASSEN COUNTY: AREA 1: WESTERN PART ALONG THE
SOUTHERN PORTION OF BORDER WITH SHASTA COUNTY AREA
2: REMAINDER MADERA COUNTY: AREA 1: EXCEPT
EASTERN PART AREA 2: EASTERN PART MARIPOSA
COUNTY AREA 1: EXCEPT EASTERN PART AREA 2:
EASTERN PART MONTERREY COUNTY AREA 1: EXCEPT
SOUTHWESTERN PART AREA 2: SOUTHWESTERN PART
NEVADA COUNTY: AREA 1: ALL BUT THE NORTHERN
PORTION ALONG THE BORDER OF SIERRA COUNTY AREA 2:
REMAINDER PLACER COUNTY: AREA 1: AL BUT THE
CENTRAL PORTION AREA 2: REMAINDER PLUMAS COUNTY:
AREA 1: WESTERN PORTION AREA 2: REMAINDER
SHASTA COUNTY: AREA 1: ALL BUT THE NORTHEASTERN
CORNER AREA 2: REMAINDER SIERRA COUNTY: AREA 1:
WESTERN PART AREA 2: REMAINDER SISKIYOU COUNTY:
AREA 1: CENTRAL PART AREA 2: REMAINDER SONOMA
COUNTY: AREA 1: ALL BUT THE NORTHWESTERN CORNER
AREA 2: REMAINDER TEHAMA COUNTY: AREA 1: ALL
BUT THE WESTERN BORDER WITH MENDOCINO & TRINITY
COUNTIES AREA 2: REMAINDER TRINITY COUNTY: AREA
1: EAST CENTRAL PART AND THE NORTHEASTERN BORDER
WITH SHASTA COUNTY AREA 2: REMAINDER TUOLUMNE
COUNTY: AREA 1: EXCEPT EASTERN PART AREA 2:
EASTERN PART...$ 51.23 39.55
DREDGING (CLAMSHELL & DIPPER DREDGING; HYDRAULIC
SUCTION DREDGING) AREA 1: (3) BOOSTER PUMP
OPERATOR; DECK ENGINEER; DECK MATE; DREDGE
TENDER; WINCH OPERATOR AREA DESCRIPTIONS
AREA 1: ALAMEDA,BUTTE, CONTRA COSTA, KINGS, MARIN,
MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN
FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA,
SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND
YUBA COUNTIES AREA 2: MODOC COUNTY THE
REMAINGING COUNTIES ARE SPLIT BETWEEN AREA 1 AND
AREA 2 AS NOTED BELOW: ALPINE COUNTY: AREA 1:
NORTHERNMOST PART AREA 2: REMAINDER CALAVERAS
COUNTY: AREA 1: REMAINDER AREA 2: EASTERN PART
COLUSA COUNTY: AREA 1: EASTERN PART AREA 2:
REMAINDER ELDORADO COUNTY: AREA 1: NORTH CENTRAL
PART AREA 2: REMAINDER FRESNO COUNTY: AREA
1: REMAINDER AREA 2: EASTERN PART GLENN
COUNTY: AREA 1: EASTERN PART AREA 2: REMAINDER
LASSEN COUNTY: AREA 1: WESTERN PART ALONG THE
SOUTHERN PORTION OF BORDER WITH SHASTA COUNTY AREA
2: REMAINDER MADERA COUNTY: AREA 1: EXCEPT
EASTERN PART AREA 2: EASTERN PART MARIPOSA
COUNTY AREA 1: EXCEPT EASTERN PART AREA 2:
EASTERN PART MONTERREY COUNTY AREA 1: EXCEPT
SOUTHWESTERN PART AREA 2: SOUTHWESTERN PART
NEVADA COUNTY: AREA 1: ALL BUT THE NORTHERN
PORTION ALONG THE BORDER OF SIERRA COUNTY AREA 2:
REMAINDER PLACER COUNTY: AREA 1: AL BUT THE
CENTRAL PORTION AREA 2: REMAINDER PLUMAS COUNTY:
AREA 1: WESTERN PORTION AREA 2: REMAINDER
SHASTA COUNTY: AREA 1: ALL BUT THE NORTHEASTERN
CORNER AREA 2: REMAINDER SIERRA COUNTY: AREA 1:
WESTERN PART AREA 2: REMAINDER SISKIYOU COUNTY:

AREA 1: CENTRAL PART AREA 2: REMAINDER SONOMA COUNTY: AREA 1: ALL BUT THE NORTHWESTERN CORNER AREA 2: REMAINDER TEHAMA COUNTY: AREA 1: ALL BUT THE WESTERN BORDER WITH MENDOCINO & TRINITY COUNTIES AREA 2: REMAINDER TRINITY COUNTY: AREA 1: EAST CENTRAL PART AND THE NORTHEASTERN BORDER WITH SHASTA COUNTY AREA 2: REMAINDER TUOLUMNE COUNTY: AREA 1: EXCEPT EASTERN PART AREA 2: EASTERN PART.......................................$ 54.53 39.55

DREDGING (CLAMSHELL & DIPPER DREDGING; HYDRAULIC SUCTION DREDGING) AREA 1: (1) LEVERMAN AREA DESCRIPTIONS AREA 1: ALAMEDA,BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES AREA 2: MODOC COUNTY THE REMAINGING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW: ALPINE COUNTY: AREA 1: NORTHERNMOST PART AREA 2: REMAINDER CALAVERAS COUNTY: AREA 1: REMAINDER AREA 2: EASTERN PART COLUSA COUNTY: AREA 1: EASTERN PART AREA 2: REMAINDER ELDORADO COUNTY: AREA 1: NORTH CENTRAL PART AREA 2: REMAINDER FRESNO COUNTY: AREA 1: REMAINDER AREA 2: EASTERN PART GLENN COUNTY: AREA 1: EASTERN PART AREA 2: REMAINDER LASSEN COUNTY: AREA 1: WESTERN PART ALONG THE SOUTHERN PORTION OF BORDER WITH SHASTA COUNTY AREA 2: REMAINDER MADERA COUNTY: AREA 1: EXCEPT EASTERN PART AREA 2: EASTERN PART MARIPOSA COUNTY AREA 1: EXCEPT EASTERN PART AREA 2: EASTERN PART MONTERREY COUNTY AREA 1: EXCEPT SOUTHWESTERN PART AREA 2: SOUTHWESTERN PART NEVADA COUNTY: AREA 1: ALL BUT THE NORTHERN PORTION ALONG THE BORDER OF SIERRA COUNTY AREA 2: REMAINDER PLACER COUNTY: AREA 1: AL BUT THE CENTRAL PORTION AREA 2: REMAINDER PLUMAS COUNTY: AREA 1: WESTERN PORTION AREA 2: REMAINDER SHASTA COUNTY: AREA 1: ALL BUT THE NORTHEASTERN CORNER AREA 2: REMAINDER SIERRA COUNTY: AREA 1: WESTERN PART AREA 2: REMAINDER SISKIYOU COUNTY: AREA 1: CENTRAL PART AREA 2: REMAINDER SONOMA COUNTY: AREA 1: ALL BUT THE NORTHWESTERN CORNER AREA 2: REMAINDER TEHAMA COUNTY: AREA 1: ALL BUT THE WESTERN BORDER WITH MENDOCINO & TRINITY COUNTIES AREA 2: REMAINDER TRINITY COUNTY: AREA 1: EAST CENTRAL PART AND THE NORTHEASTERN BORDER WITH SHASTA COUNTY AREA 2: REMAINDER TUOLUMNE COUNTY: AREA 1: EXCEPT EASTERN PART AREA 2: EASTERN PART.................$ 60.61 39.55

DREDGING (CLAMSHELL & DIPPER DREDGING; HYDRAULIC SUCTION DREDGING) AREA 1: (2) DREDGE DOZER; HEAVY DUTY REPAIRMAN AREA DESCRIPTIONS AREA 1: ALAMEDA,BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES AREA 2: MODOC COUNTY THE REMAINGING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW: ALPINE COUNTY: AREA 1: NORTHERNMOST PART AREA 2: REMAINDER CALAVERAS COUNTY: AREA 1: REMAINDER AREA 2: EASTERN PART COLUSA COUNTY: AREA 1: EASTERN PART AREA 2: REMAINDER ELDORADO COUNTY: AREA 1: NORTH CENTRAL PART AREA 2: REMAINDER FRESNO COUNTY: AREA 1: REMAINDER AREA 2: EASTERN PART GLENN COUNTY: AREA 1:

EASTERN PART AREA 2: REMAINDER LASSEN COUNTY: AREA 1: WESTERN PART ALONG THE SOUTHERN PORTION OF BORDER WITH SHASTA COUNTY AREA 2: REMAINDER MADERA COUNTY: AREA 1: EXCEPT EASTERN PART AREA 2: EASTERN PART MARIPOSA COUNTY AREA 1: EXCEPT EASTERN PART AREA 2: EASTERN PART MONTERREY COUNTY AREA 1: EXCEPT SOUTHWESTERN PART AREA 2: SOUTHWESTERN PART NEVADA COUNTY: AREA 1: ALL BUT THE NORTHERN PORTION ALONG THE BORDER OF SIERRA COUNTY AREA 2: REMAINDER PLACER COUNTY: AREA 1: AL BUT THE CENTRAL PORTION AREA 2: REMAINDER PLUMAS COUNTY: AREA 1: WESTERN PORTION AREA 2: REMAINDER SHASTA COUNTY: AREA 1: ALL BUT THE NORTHEASTERN CORNER AREA 2: REMAINDER SIERRA COUNTY: AREA 1: WESTERN PART AREA 2: REMAINDER SISKIYOU COUNTY: AREA 1: CENTRAL PART AREA 2: REMAINDER SONOMA COUNTY: AREA 1: ALL BUT THE NORTHWESTERN CORNER AREA 2: REMAINDER TEHAMA COUNTY: AREA 1: ALL BUT THE WESTERN BORDER WITH MENDOCINO & TRINITY COUNTIES AREA 2: REMAINDER TRINITY COUNTY: AREA 1: EAST CENTRAL PART AND THE NORTHEASTERN BORDER WITH SHASTA COUNTY AREA 2: REMAINDER TUOLUMNE COUNTY: AREA 1: EXCEPT EASTERN PART AREA 2: EASTERN PART.................$ 55.65 39.55

ENGI0003-019 06/30/2025

	Rates	Fringes
OPERATOR: POWER EQUIPMENT, LANDSCAPE WORK ONLY: GROUP 3 (AREA 2)....................................	$ 49.64	28.56
OPERATOR: POWER EQUIPMENT, LANDSCAPE WORK ONLY: GROUP 3 (AREA 1)....................................	$ 47.64	28.56
OPERATOR: POWER EQUIPMENT, LANDSCAPE WORK ONLY: GROUP 2 (AREA 2)....................................	$ 54.25	28.56
OPERATOR: POWER EQUIPMENT, LANDSCAPE WORK ONLY: GROUP 2 (AREA 1)....................................	$ 52.25	28.56
OPERATOR: POWER EQUIPMENT, LANDSCAPE WORK ONLY: GROUP 1 (AREA 2)....................................	$ 57.85	28.56
OPERATOR: POWER EQUIPMENT, LANDSCAPE WORK ONLY: GROUP 1 (AREA 1)....................................	$ 55.85	28.56

ENGI0003-038 06/29/2020

	Rates	Fringes
OPERATOR: POWER EQUIPMENT, PILEDRIVING - AREA 1:: GROUP 6..	$ 42.50	31.15
OPERATOR: POWER EQUIPMENT, PILEDRIVING - AREA 1:: GROUP 5..	$ 44.73	31.15
OPERATOR: POWER EQUIPMENT, PILEDRIVING - AREA 1:: GROUP 4..	$ 47.37	31.15
OPERATOR: POWER EQUIPMENT, PILEDRIVING - AREA 1:: GROUP 3 (Truck Crane Oiler)........................	$ 45.12	31.15
OPERATOR: POWER EQUIPMENT, PILEDRIVING - AREA 1:: GROUP 3 (Oiler)....................................	$ 42.89	31.15
OPERATOR: POWER EQUIPMENT, PILEDRIVING - AREA 1:: GROUP 3 (Lifting devices)..........................	$ 49.14	31.15
OPERATOR: POWER EQUIPMENT, PILEDRIVING - AREA 1:: GROUP 2 (Truck Crane Oiler)........................	$ 45.41	31.15
OPERATOR: POWER EQUIPMENT, PILEDRIVING - AREA 1:: GROUP 2 (Oiler)....................................	$ 43.11	31.15
OPERATOR: POWER EQUIPMENT, PILEDRIVING - AREA 1:: GROUP 2 (Lifting devices)..........................	$ 50.82	31.15
OPERATOR: POWER EQUIPMENT, PILEDRIVING - AREA 1:: GROUP 1 (Truck Crane Oiler)........................	$ 45.66	31.15

OPERATOR: POWER EQUIPMENT, PILEDRIVING - AREA 1::

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  GROUP 1 (Oiler)....................................$ 43.38                 31.15
  OPERATOR:  POWER EQUIPMENT, PILEDRIVING - AREA 1::
  GROUP 1 (Lifting devices)..........................$ 52.64                 31.15
  OPERATOR:  POWER EQUIPMENT, TUNNEL AND UNDERGROUND
  WORK - AREA 1:: UNDERGROUND: (GROUP 5).............$ 58.09                 32.53
  OPERATOR:  POWER EQUIPMENT, TUNNEL AND UNDERGROUND
  WORK - AREA 1:: UNDERGROUND: (GROUP 4).............$ 59.23                 32.53
  OPERATOR:  POWER EQUIPMENT, TUNNEL AND UNDERGROUND
  WORK - AREA 1:: UNDERGROUND: (GROUP 3).............$ 60.37                 32.53
  OPERATOR:  POWER EQUIPMENT, TUNNEL AND UNDERGROUND
  WORK - AREA 1:: UNDERGROUND: (GROUP 2).............$ 61.70                 32.53
  OPERATOR:  POWER EQUIPMENT, TUNNEL AND UNDERGROUND
  WORK - AREA 1:: UNDERGROUND: (GROUP 1-A)...........$ 65.43                 32.53
  OPERATOR:  POWER EQUIPMENT, TUNNEL AND UNDERGROUND
  WORK - AREA 1:: UNDERGROUND: (GROUP 1).............$ 62.96                 32.53
  OPERATOR:  POWER EQUIPMENT, TUNNEL AND UNDERGROUND
  WORK - AREA 1:: SHAFTS, STOPES, RAISES: (GROUP 5)...$ 58.19                32.53
  OPERATOR:  POWER EQUIPMENT, TUNNEL AND UNDERGROUND
  WORK - AREA 1:: SHAFTS, STOPES, RAISES: (GROUP 4)...$ 59.33                32.53
  OPERATOR:  POWER EQUIPMENT, TUNNEL AND UNDERGROUND
  WORK - AREA 1:: SHAFTS, STOPES, RAISES: (GROUP 3)...$ 60.47                32.53
  OPERATOR:  POWER EQUIPMENT, TUNNEL AND UNDERGROUND
  WORK - AREA 1:: SHAFTS, STOPES, RAISES: (GROUP 2)...$ 61.80                32.53
  OPERATOR:  POWER EQUIPMENT, TUNNEL AND UNDERGROUND
  WORK - AREA 1:: SHAFTS, STOPES, RAISES: (GROUP 1-A).$ 65.53                32.53
  OPERATOR:  POWER EQUIPMENT, TUNNEL AND UNDERGROUND
  WORK - AREA 1:: SHAFTS, STOPES, RAISES: (GROUP 1)...$ 63.06                32.53
  OPERATOR:  POWER EQUIPMENT, STEEL ERECTION - AREA
  1:: GROUP 5........................................$ 62.24                 32.53
  OPERATOR:  POWER EQUIPMENT, STEEL ERECTION - AREA
  1:: GROUP 4........................................$ 63.54                 32.53
  OPERATOR:  POWER EQUIPMENT, STEEL ERECTION - AREA
  1:: GROUP 3........................................$ 65.56                 32.53
  OPERATOR:  POWER EQUIPMENT, STEEL ERECTION - AREA
  1:: GROUP 2........................................$ 67.04                 32.53
  OPERATOR:  POWER EQUIPMENT, STEEL ERECTION - AREA
  1:: GROUP 1........................................$ 68.81                 32.53
  OPERATOR:  POWER EQUIPMENT, CRANES AND ATTACHMENTS
  - AREA 1:: GROUP 4.................................$ 61.30                 32.53
  OPERATOR:  POWER EQUIPMENT, CRANES AND ATTACHMENTS
  - AREA 1:: GROUP 3 (Hydraulic).....................$ 60.61                 32.53
  OPERATOR:  POWER EQUIPMENT, CRANES AND ATTACHMENTS
  - AREA 1:: GROUP 3 (Cranes)........................$ 64.34                 32.53
  OPERATOR:  POWER EQUIPMENT, CRANES AND ATTACHMENTS
  - AREA 1:: GROUP 2.................................$ 66.08                 32.53
  OPERATOR:  POWER EQUIPMENT, CRANES AND ATTACHMENTS
  - AREA 1:: GROUP 1.................................$ 68.59                 32.53
  OPERATOR:  POWER EQUIPMENT, AREA 1:: GROUP 8-A......$ 55.49                 32.53
  OPERATOR:  POWER EQUIPMENT, AREA 1:: GROUP 8........$ 57.70                 32.53
  OPERATOR:  POWER EQUIPMENT, AREA 1:: GROUP 7........$ 58.84                 32.53
  OPERATOR:  POWER EQUIPMENT, AREA 1:: GROUP 6........$ 59.98                 32.53
  OPERATOR:  POWER EQUIPMENT, AREA 1:: GROUP 5........$ 61.30                 32.53
  OPERATOR:  POWER EQUIPMENT, AREA 1:: GROUP 4........$ 62.57                 32.53
  OPERATOR:  POWER EQUIPMENT, AREA 1:: GROUP 3........$ 63.95                 32.53
  OPERATOR:  POWER EQUIPMENT, AREA 1:: GROUP 2........$ 65.43                 32.53
  OPERATOR:  POWER EQUIPMENT, AREA 1:: GROUP 1........$ 66.96                 32.53
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   ENGI0003-038 06/30/2025
                                                      Rates                 Fringes
  OPERATOR:  POWER EQUIPMENT, PILEDRIVING - AREA 1::
  GROUP 6............................................$ 42.50                 31.15
  OPERATOR:  POWER EQUIPMENT, PILEDRIVING - AREA 1::
  GROUP 5............................................$ 44.73                 31.15
  OPERATOR:  POWER EQUIPMENT, PILEDRIVING - AREA 1::
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  GROUP 4..........................................$ 47.37              31.15
  OPERATOR:  POWER EQUIPMENT, PILEDRIVING - AREA 1::
  GROUP 3 (Truck Crane Oiler)......................$ 45.12              31.15
  OPERATOR:  POWER EQUIPMENT, PILEDRIVING - AREA 1::
  GROUP 3 (Oiler)..................................$ 42.89              31.15
  OPERATOR:  POWER EQUIPMENT, PILEDRIVING - AREA 1::
  GROUP 3 (Lifting devices)........................$ 49.14              31.15
  OPERATOR:  POWER EQUIPMENT, PILEDRIVING - AREA 1::
  GROUP 2 (Truck Crane Oiler)......................$ 45.41              31.15
  OPERATOR:  POWER EQUIPMENT, PILEDRIVING - AREA 1::
  GROUP 2 (Oiler)..................................$ 43.11              31.15
  OPERATOR:  POWER EQUIPMENT, PILEDRIVING - AREA 1::
  GROUP 2 (Lifting devices)........................$ 50.82              31.15
  OPERATOR:  POWER EQUIPMENT, PILEDRIVING - AREA 1::
  GROUP 1 (Truck Crane Oiler)......................$ 45.66              31.15
  OPERATOR:  POWER EQUIPMENT, PILEDRIVING - AREA 1::
  GROUP 1 (Oiler)..................................$ 43.38              31.15
  OPERATOR:  POWER EQUIPMENT, PILEDRIVING - AREA 1::
  GROUP 1 (Lifting devices)........................$ 52.64              31.15
  OPERATOR:  POWER EQUIPMENT, TUNNEL AND UNDERGROUND
  WORK - AREA 1:: UNDERGROUND: (GROUP 5)...........$ 58.09              32.53
  OPERATOR:  POWER EQUIPMENT, TUNNEL AND UNDERGROUND
  WORK - AREA 1:: UNDERGROUND: (GROUP 4)...........$ 59.23              32.53
  OPERATOR:  POWER EQUIPMENT, TUNNEL AND UNDERGROUND
  WORK - AREA 1:: UNDERGROUND: (GROUP 3)...........$ 60.37              32.53
  OPERATOR:  POWER EQUIPMENT, TUNNEL AND UNDERGROUND
  WORK - AREA 1:: UNDERGROUND: (GROUP 2)...........$ 61.70              32.53
  OPERATOR:  POWER EQUIPMENT, TUNNEL AND UNDERGROUND
  WORK - AREA 1:: UNDERGROUND: (GROUP 1-A).........$ 65.43              32.53
  OPERATOR:  POWER EQUIPMENT, TUNNEL AND UNDERGROUND
  WORK - AREA 1:: UNDERGROUND: (GROUP 1)...........$ 62.96              32.53
  OPERATOR:  POWER EQUIPMENT, TUNNEL AND UNDERGROUND
  WORK - AREA 1:: SHAFTS, STOPES, RAISES: (GROUP 5)...$ 58.19           32.53
  OPERATOR:  POWER EQUIPMENT, TUNNEL AND UNDERGROUND
  WORK - AREA 1:: SHAFTS, STOPES, RAISES: (GROUP 4)...$ 59.33           32.53
  OPERATOR:  POWER EQUIPMENT, TUNNEL AND UNDERGROUND
  WORK - AREA 1:: SHAFTS, STOPES, RAISES: (GROUP 3)...$ 60.47           32.53
  OPERATOR:  POWER EQUIPMENT, TUNNEL AND UNDERGROUND
  WORK - AREA 1:: SHAFTS, STOPES, RAISES: (GROUP 2)...$ 61.80           32.53
  OPERATOR:  POWER EQUIPMENT, TUNNEL AND UNDERGROUND
  WORK - AREA 1:: SHAFTS, STOPES, RAISES: (GROUP 1-A).$ 65.53           32.53
  OPERATOR:  POWER EQUIPMENT, TUNNEL AND UNDERGROUND
  WORK - AREA 1:: SHAFTS, STOPES, RAISES: (GROUP 1)...$ 63.06           32.53
  OPERATOR:  POWER EQUIPMENT, STEEL ERECTION - AREA
  1:: GROUP 5......................................$ 62.24              32.53
  OPERATOR:  POWER EQUIPMENT, STEEL ERECTION - AREA
  1:: GROUP 4......................................$ 63.54              32.53
  OPERATOR:  POWER EQUIPMENT, STEEL ERECTION - AREA
  1:: GROUP 3......................................$ 65.56              32.53
  OPERATOR:  POWER EQUIPMENT, STEEL ERECTION - AREA
  1:: GROUP 2......................................$ 67.04              32.53
  OPERATOR:  POWER EQUIPMENT, STEEL ERECTION - AREA
  1:: GROUP 1......................................$ 68.81              32.53
  OPERATOR:  POWER EQUIPMENT, CRANES AND ATTACHMENTS
  - AREA 1:: GROUP 4...............................$ 61.30              32.53
  OPERATOR:  POWER EQUIPMENT, CRANES AND ATTACHMENTS
  - AREA 1:: GROUP 3 (Hydraulic)...................$ 60.61              32.53
  OPERATOR:  POWER EQUIPMENT, CRANES AND ATTACHMENTS
  - AREA 1:: GROUP 3 (Cranes)......................$ 64.34              32.53
  OPERATOR:  POWER EQUIPMENT, CRANES AND ATTACHMENTS
  - AREA 1:: GROUP 2...............................$ 66.08              32.53
  OPERATOR:  POWER EQUIPMENT, CRANES AND ATTACHMENTS
  - AREA 1:: GROUP 1...............................$ 68.59              32.53
  OPERATOR:  POWER EQUIPMENT, AREA 1:: GROUP 8-A......$ 55.49           32.53
  OPERATOR:  POWER EQUIPMENT, AREA 1:: GROUP 8........$ 57.70           32.53
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OPERATOR: POWER EQUIPMENT, AREA 1:: GROUP 7........$ 58.84   32.53
OPERATOR: POWER EQUIPMENT, AREA 1:: GROUP 6........$ 59.98   32.53
OPERATOR: POWER EQUIPMENT, AREA 1:: GROUP 5........$ 61.30   32.53
OPERATOR: POWER EQUIPMENT, AREA 1:: GROUP 4........$ 62.57   32.53
OPERATOR: POWER EQUIPMENT, AREA 1:: GROUP 3........$ 63.95   32.53
OPERATOR: POWER EQUIPMENT, AREA 1:: GROUP 2........$ 65.43   32.53
OPERATOR: POWER EQUIPMENT, AREA 1:: GROUP 1........$ 66.96   32.53

IRON0118-012 01/01/2025

Rates Fringes

IRONWORKER   ALPINE, LASSEN, MODOC, SISKIYOU AND
TRINITY COUNTIES....................................$ 43.75   34.45

IRON0118-013 01/01/2025

Rates Fringes

IRONWORKER   AMADOR, BUTTE, COLUSA,EL DORADO,
GLENN,MARIN, NAPA, NEVADA, PLACER,PLUMAS,
SACRAMENTO, SHASTA, SIERRA, SOLANO, SONOMA, SUTTER,
TEHAMA, YOLO AND YUBA COUNTIES......................$ 50.70   35.15

LABO0067-003 07/01/2024

Rates Fringes

LABORER, ASBESTOS/MOLD/LEAD LABORER: REMAINING
COUNTIES..$ 36.75   29.69
LABORER, ASBESTOS/MOLD/LEAD LABORER: MARIN AND NAPA
COUNTIES..$ 37.75   29.69

LABO0067-005 01/01/2024

Rates Fringes

LABORER, TRAFFIC CONTROL/LANE CLOSURE: TRAFFIC
CONTROL PERSON II (Area B)..........................$ 34.06   27.32
LABORER, TRAFFIC CONTROL/LANE CLOSURE: TRAFFIC
CONTROL PERSON II (Area A)..........................$ 35.06   27.32
LABORER, TRAFFIC CONTROL/LANE CLOSURE: TRAFFIC
CONTROL PERSON I (Area B)...........................$ 36.56   27.32
LABORER, TRAFFIC CONTROL/LANE CLOSURE: TRAFFIC
CONTROL PERSON I (Area A)...........................$ 37.56   27.32
LABORER, TRAFFIC CONTROL/LANE CLOSURE: ESCORT
DRIVER, FLAG PERSON (Area B)........................$ 36.26   27.32
LABORER, TRAFFIC CONTROL/LANE CLOSURE: ESCORT
DRIVER, FLAG PERSON (Area A)........................$ 37.26   27.32

LABO0185-002 07/01/2023

Rates Fringes

LABORER: MASON TENDER-BRICK   ALPINE, AMADOR,
BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC,
NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA,
SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA
COUNTIES..$ 36.29   25.55

LABO0185-005 06/26/2023

Rates Fringes

TUNNEL AND SHAFT LABORERS: SHOTCRETE SPECIALIST
ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN,
LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO,
SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY,
YOLO AND YUBA COUNTIES..............................$ 46.41   27.72
TUNNEL AND SHAFT LABORERS: GROUP 5: GROUT CREW;
REBOUNDMAN; SWAMPER/ BRAKEMAN (ALPINE, AMADOR,

BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC,
NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA,
SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA
COUNTIES)..$ 44.42 27.72
TUNNEL AND SHAFT LABORERS: GROUP 4: VIBRATOR
OPERATOR, PAVEMENT BREAKER; BULL GANG - MUCKERS,
TRACKMEN; CONCRETE CREW - INCLUDES RODDING AND
SPREADING, DUMPMEN (ANY METHOD) (ALPINE, AMADOR,
BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC,
NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA,
SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA
COUNTIES)..$ 44.96 27.72
TUNNEL AND SHAFT LABORERS: GROUP 3: BIT GRINDER;
BLASTER, DRILLER, POWDERMEN, HEADING; CHERRY
PICKERMEN - WHERE CAR IS LIFTED; CONCRETE FINISHER
IN TUNNEL; CONCRETE SCREEDMAN; GROUT PUMPMAN AND
POTMAN; GUNITE & SHOTCRETE GUNMAN & POTMAN;
HEADERMEN; HIGH PRESSURE NOZZLEMAN; MINER - TUNNEL,
INCLUDING TOP AND BOTTOM MAN ON SHAFT AND RAISE
WORK; NIPPER; NOZZLEMAN ON SLICK LINE; SANDBLASTER
- POTMAN, ROBOTIC SHOTCRETE PLACER, SEGMENT
ERECTOR, TUNNEL MUCK HAULER, STEEL FORM RAISER AND
SETTER; TIMBERMAN, RETIMBERMAN (WOOD OR STEEL OR
SUBSTITUTE MATERIALS THEREFORE); TUGGER (FOR TUNNEL
LABORER WORK); CABLE TENDER; CHUCK TENDER;
POWDERMAN - PRIMER HOUSE (ALPINE, AMADOR, BUTTE,
COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA,
PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA,
SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA
COUNTIES)..$ 45.41 27.72
TUNNEL AND SHAFT LABORERS: GROUP 2: RODMEN; SHAFT
WORK & RAISE (BELOW ACTUAL OR EXCAVATED GROUND
LEVEL) (ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO,
GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS,
SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER,
TEHAMA, TRINITY, YOLO AND YUBA COUNTIES)...........$ 45.66 27.72
TUNNEL AND SHAFT LABORERS: GROUP 1: DIAMOND
DRILLER; GROUNDMEN; GUNITE AND SHOTCRETE NOZZLEMEN
(ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN,
LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO,
SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY,
YOLO AND YUBA COUNTIES)...........................$ 45.89 27.72

LABO0185-006 06/26/2023

Rates Fringes

LABORER: GARDENERS, HORTICULTURAL & LANDSCAPE
LABORERS - AREA B: (ALPINE, AMADOR, BUTTE, COLUSA,
EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER,
PLUMAS, SACRAMENTO, SHIASTA, SIERRA, SISKIYOU,
SUTTER, TEHAMA, TRINITY, YOLO, YUBA COUNTIES)- (2)
Establishment Warranty Period......................$ 28.94 27.30
LABORER: GARDENERS, HORTICULTURAL & LANDSCAPE
LABORERS - AREA B: (ALPINE, AMADOR, BUTTE, COLUSA,
EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER,
PLUMAS, SACRAMENTO, SHIASTA, SIERRA, SISKIYOU,
SUTTER, TEHAMA, TRINITY, YOLO, YUBA COUNTIES)- (1)
New Construction.................................$ 35.25 27.30
LABORER, WRECKING - AREA B: GROUP 2: SEMI-SKILLED
WRECKER (SALVAGING OF OTHER BUILDING MATERIALS)
(ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN,
LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO,
SHIASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY,
YOLO, YUBA COUNTIES) FOOTNOTES: LABORERS
WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING

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  SCAFFOLDS, BELTS SHALL RECEIVE $0.25 PER HOUR ABOVE
  THE APPLICABLE WAGE RATE.  THIS SHALL NOT APPLY TO
  WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH
  IN GROUP 1-A BELOW.................................$ 35.35                  27.30
  LABORER, WRECKING - AREA B: GROUP 1- SKILLED
  WRECKER (REMOVING AND SALVAGING OF SASH, WINDOWS
  AND MATERIALS)   FOOTNOTES: LABORERS WORKING OFF OR
  WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS,
  BELTS SHALL RECEIVE $0.25 PER HOUR ABOVE THE
  APPLICABLE WAGE RATE.  THIS SHALL NOT APPLY TO
  WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH
  IN GROUP 1-A BELOW.        ALPINE, AMADOR, BUTTE,
  COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA,
  PLACER, PLUMAS, SACRAMENTO, SHIASTA, SIERRA,
  SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO, YUBA
  COUNTIES...........................................$ 35.50                  27.30
  LABORER, GUNITE - AREA B: GROUP 4: GUNITE LABORER
  (ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN,
  LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO,
  SHIASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY,
  YOLO, YUBA COUNTIES)   FOOTNOTES:  LABORERS WORKING
  OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING
  SCAFFOLDS, BELTS SHALL RECEIVE $0.25 PER HOUR ABOVE
  THE APPLICABLE WAGE RATE.  THIS SHALL NOT APPLY TO
  WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH
  IN GROUP 1-A BELOW.                 ................$ 35.25                  27.30
  LABORER, GUNITE - AREA B: GROUP 3: REBOUNDMAN
  (ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN,
  LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO,
  SHIASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY,
  YOLO, YUBA COUNTIES)   FOOTNOTES:  LABORERS WORKING
  OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING
  SCAFFOLDS, BELTS SHALL RECEIVE $0.25 PER HOUR ABOVE
  THE APPLICABLE WAGE RATE.  THIS SHALL NOT APPLY TO
  WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH
  IN GROUP 1-A BELOW.                 ................$ 35.37                  27.30
  LABORER, GUNITE - AREA B: GROUP 2: NOZZLEMAN,
  GUNMAN, POTMAN, GROUNDMAN (ALPINE, AMADOR, BUTTE,
  COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA,
  PLACER, PLUMAS, SACRAMENTO, SHIASTA, SIERRA,
  SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO, YUBA
  COUNTIES)   FOOTNOTES:  LABORERS WORKING OFF OR
  WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS,
  BELTS SHALL RECEIVE $0.25 PER HOUR ABOVE THE
  APPLICABLE WAGE RATE.  THIS SHALL NOT APPLY TO
  WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH
  IN GROUP 1-A BELOW.                 ................$ 35.96                  27.30
  LABORER, GUNITE - AREA B: GROUP 1- GROUP 1:
  STRUCTURAL NOZZLEMAN   FOOTNOTES: LABORERS WORKING
  OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING
  SCAFFOLDS, BELTS SHALL RECEIVE $0.25 PER HOUR ABOVE
  THE APPLICABLE WAGE RATE.  THIS SHALL NOT APPLY TO
  WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH
  IN GROUP 1-A BELOW.   ALPINE, AMADOR, BUTTE,
  COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA,
  PLACER, PLUMAS, SACRAMENTO, SHIASTA, SIERRA,
  SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO, YUBA
  COUNTIES...........................................$ 36.46                  27.30
  LABORER, CONSTRUCTION CRAFT LABORERS - AREA B:
  GROUP 4: FINAL CLEAN-UP WORK OF DEBRIS, GROUNDS AND
  BUILDING INCLUDING BUT NOT LIMITED TO: STREET
  CLEANER; CLEANING AND WASHING WINDOWS; BRICK
  CLEANER (JOBSITE ONLY); MATERIAL CLEANER (JOBSITE
  ONLY).  THE CLASSIFICATION ""MATERIAL CLEANER"" IS TO
  BE UTILIZED UNDER THE FOLLOWING CONDITIONS:
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A: AT DEMOLITION SITE FOR THE SALVAGE OF THE MATERIAL. B: AT THE CONCLUSION OF A JOB WHERE THE MATERIAL IS TO BE SALVAGED AND STOCKED TO BE REUSED ON ANOTHER JOB. C: FOR THE CLEANING OF SALVAGE MATERIAL AT THE JOBSITE OR TEMPORARY JOBSITE YARD. THE MATERIAL CLEANER CLASSIFICATION SHOULD NOT BE USED IN THE PERFORMANCE OF ""FORM STRIPPING, CLEANING AND OILING AND MOVING TO THE NEXT POINT OF ERECTION"". (ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHIASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO, YUBA COUNTIES) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE $0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates. Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed. ....$ 28.94 27.30

LABORER, CONSTRUCTION CRAFT LABORERS - AREA B: GROUP 3: CONSTRUCTION LABORERS, INCLUDING BRIDGE AND GENERAL LABORER; DUMP, LOAD SPOTTER; FLAG PERSON; FIRE WATCHER; FENCE ERECTOR; GUARDRAIL ERECTOR; GARDENER, HORTICULTURAL AND LANDSCAPE LABORER; JETTING; LIMBER, BRUSH LOADER AND PILER; PAVEMENT MARKER (BUTTON SETTER); MAINTENANCE, REPAIR TRACK AND ROAD BEDS; STREETCAR AND RAILROAD CONSTRUCTION TRACK LABORER; TEMPORARY AIR AND WATER LINES, VICTAULIC OR SIMILAR; TOOL ROOM ATTENDANT (JOBSITE ONLY) (ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHIASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO, YUBA COUNTIES) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE $0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates. Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.............................$ 35.25 27.30

LABORER, CONSTRUCTION CRAFT LABORERS - AREA B: GROUP 2: ASPHALT SHOVELER; CEMENT DUMPER AND HANDLING DRY CEMENT OR GYPSUM; CHOKE-SETTER AND RIGGER (CLEARING WORK); CONCRETE BUCKET DUMPER AND CHUTE; CONCRETE CHIPPING AND GRINDING; CONCRETE LABORER (WET OR DRY); DRILLER TENDER, CHUCK TENDER, NIPPER; GUINEA CHASER (STAKE), GROUT CREW; HIGH PRESSURE NOZZLE, ADDUCTOR; HYDRAULIC MONITOR (OVER 100 LBS. PRESSURE); LOADING AND UNLOADING, CARRYING AND HAULING OF ALL RODS AND MATERIALS FOR USE IN REINFORCING CONCRETE CONSTRUCTION; PITTSBURGH CHIPPER AND SIMILAR TYPE BRUSH SHREDDERS; SLOPER; SINGLE FOOT, HAND-HELD, PNEUMATIC TAMPER; ALL PNEUMATIC, AIR, GAS AND ELECTRIC TOOLS NOT LISTED IN GROUPS 1 THROUGH 1-F; JACKING OF PIPE - UNDER 12 INCHES (ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHIASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO, YUBA COUNTIES) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE $0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates. Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.............................$ 35.35 27.30

LABORER, CONSTRUCTION CRAFT LABORERS - AREA B: GROUP 1-E: WORK ON AND/OR IN BELL HOLE FOOTINGS AND SHAFTS THEREOF, AND WORK ON AND IN DEEP FOOTINGS. (A DEEP FOOTING IS A HOLE 15 FEET OR MORE IN DEPTH.) IN THE EVENT THE DEPTH OF THE FOOTING IS UNKNOWN AT THE COMMENCEMENT OF EXCAVATION, AND THE FINAL DEPTH EXCEEDS 15 FEET, THE DEEP FOOTING WAGE RATE WOULD APPLY TO ALL EMPLOYEES FOR EACH AND EVERY DAY WORKED ON OR IN THE EXCAVATION OF THE FOOTING FROM THE DATE OF INCEPTION. (ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHIASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO, YUBA COUNTIES) WORK ON AND/OR IN BELL HOLE FOOTINGS AND SHAFTS THEREOF, AND WORK ON AND IN DEEP FOOTINGS. (A DEEP FOOTING IS A HOLE 15 FEET OR MORE IN DEPTH.) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE $0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

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  Maintenance and repair track and road beds.  All
  employees performing work covered herein shall
  receive $ .25 per hour above their regular rate for
  all work performed on underground structures not
  specifically covered herein.  This paragraph shall
  not be construed to apply to work below ground
  level in open cut.  It shall apply to cut and cover
  work of subway construction after the temporary
  cover has been placed...............................$ 36.05                  27.30
  LABORER, CONSTRUCTION CRAFT LABORERS - AREA B:
  GROUP 1-C: BURNING AND WELDING IN CONNECTION WITH
  LABORERS' WORK; SYNTHETIC THERMOPLASTICS AND
  SIMILAR TYPE WELDING   (ALPINE, AMADOR, BUTTE,
  COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA,
  PLACER, PLUMAS, SACRAMENTO, SHIASTA, SIERRA,
  SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO, YUBA
  COUNTIES)   FOOTNOTES:  LABORERS WORKING OFF OR
  WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS,
  BELTS SHALL RECEIVE $0.25 PER HOUR ABOVE THE
  APPLICABLE WAGE RATE.         Sewer cleaners shall
  receive $4.00 per day above Group 1 wage rates.
  ""Sewer cleaner"" means any worker who handles or
  comes in contact with raw sewage in small diameter
  sewers.  Those who work inside recently active,
  large diameter sewers, and all recently active
  sewer manholes shal receive $5.00 per day above
  Group 1 wage rates.        Maintenance and repair
  track and road beds.  All employees performing work
  covered herein shall receive $ .25 per hour above
  their regular rate for all work performed on
  underground structures not specifically covered
  herein.  This paragraph shall not be construed to
  apply to work below ground level in open cut.  It
  shall apply to cut and cover work of subway
  construction after the temporary cover has been
  placed..............................................$ 35.55                  27.30
  LABORER, CONSTRUCTION CRAFT LABORERS - AREA B:
  GROUP 1-A: JOY DRILL MODEL TWM-2A; GARDNER-DENVER
  MODEL DH143 AND SIMILAR TYPE DRILLS; TRACK DRILLER;
  JACK LEG DRILLER; WAGON DRILLER; MECHANICAL
  DRILLERS, ALL TYPES REGARDLESS OF TYPE OR METHOD OF
  POWER; MECHANICAL PIPE LAYERS, ALL TYPES REGARDLESS
  OF TYPE OR METHOD OF POWER; BLASTER AND POWDER; ALL
  WORK OF LOADING, PLACING AND BLASTING OF ALL POWDER
  AND EXPLOSIVES OF WHATEVER TYPE REGARDLESS OF
  METHOD USED FOR SUCH LOADING AND PLACING; HIGH
  SCALERS (INCLUDING DRILLING OF SAME); TREE TOPPER;
  BIT GRINDER  (ALPINE, AMADOR, BUTTE, COLUSA, EL
  DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER,
  PLUMAS, SACRAMENTO, SHIASTA, SIERRA, SISKIYOU,
  SUTTER, TEHAMA, TRINITY, YOLO, YUBA COUNTIES)
  Sewer cleaners shall receive $4.00 per day above
  Group 1 wage rates.  ""Sewer cleaner"" means any
  worker who handles or comes in contact with raw
  sewage in small diameter sewers.  Those who work
  inside recently active, large diameter sewers, and
  all recently active sewer manholes shal receive
  $5.00 per day above Group 1 wage rates.
  Maintenance and repair track and road beds.  All
  employees performing work covered herein shall
  receive $ .25 per hour above their regular rate for
  all work performed on underground structures not
  specifically covered herein.  This paragraph shall
  not be construed to apply to work below ground
  level in open cut.  It shall apply to cut and cover
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work of subway construction after the temporary
cover has been placed.............................$ 35.72                 27.30
LABORER, CONSTRUCTION CRAFT LABORERS - AREA B:
GROUP 1      LABORER CLASSIFICATIONS   CONSTRUCTION
SPECIALIST GROUP: ASPHALT IRONER AND RAKER;
CHAINSAW; LASER BEAM IN CONNECTION WITH LABORERS'
WORK; CAST-IN- PLACE MANHOLE FORM SETTER; PRESSURE
PIPELAYER; DAVIS TRENCHER - 300 OR SIMILAR TYPE
(AND ALL SMALL TRENCHERS); BLASTER; DIAMOND
DRILLER; MULTIPLE UNIT DRILL; HYDRAULIC DRILL.
GROUP 1: ASPHALT SPREADER BOXES (ALL TYPES); BARKO,
WACKER AND SIMILAR TYPE TAMPERS; BUGGYMOBILE;
CAULKER, BANDER, PIPEWRAPPER, CONDUIT LAYER,
PLASTIC PIPELAYER; CERTIFIED HAZARDOUS WASTE WORKER
INCLUDING LEADE ABATEMENT; COMPACTORS OF ALL TYPES;
CONCRETE AND MAGNESITE MIXER, 1/2 YD. AND UNDER;
CONCRETE PAN WORK; CONCRETE SANDER; CONCRETE SAW;
CRIBBER AND/OR SHORING; CUT GRANITE CURB SETTER;
DRI-PAK-IT MACHINE; FALLER, LOGLOADER AND BUCKER;
FORM RAISER, SLIP FORMS; GREEN CUTTER; HEADERBOARD,
HUBSETTER, ALIGNER, BY ANY METHOD; HIGH PRESSURE
BLOW PIPE (1-1/2"" OR OVER, 100 LBS. PRESSURE/OVER);
HYDRO SEEDER AND SIMILAR TYPE; JACKHAMMER OPERATOR;
JACKING OF PIPE OVER 12 INCHES; JACKSON AND SIMILAR
TYPE COMPACTOR; KETTLE TENDER, POT AND WORKER
APPLYING ASPHALT, LAY-KOLD, CREOSOTE, LIME, CAUSTIC
AND SIMILAR TYPE MATERIALS (APPLYING MEANS
APPLYING, DIPPING OR HANDLING OF SUCH MATERIALS);
LAGGING, SHEETING, WHALING, BRACING, TRENCHJACKING,
LAGGING HAMMER; MAGNESITE, EPOXYRESIN, FIBERGLASS,
MASTIC WORKER (WET OR DRY); NO JOINT PIPE AND
STRIPPING OF SAME, INCLUDING REPAIR OF VOIDS;
PAVEMENT BREAKER AND SPADER, INCLUDING TOOL
GRINDER; PERMA CURB; PIPELAYER (INCLUDING GRADE
CHECKING IN CONNECTION WITH PIPELAYING);
PRECAST-MANHOLE SETTER; PRESSURE PIPE TESTER; POST
HOLE DIGGER, AIR, GAS AND ELECTRIC; POWER BROOM
SWEEPER; POWER TAMPERS OF ALL TYPES (EXCEPT AS
SHOWN IN GROUP 2); RAM SET GUN AND STUD GUN; RIPRAP
STONEPAVER AND ROCK-SLINGER, INCLUDING PLACING OF
SACKED CONCRETE AND/OR SAND (WET OR DRY) AND
GABIONS AND SIMILAR TYPE; ROTARY SCARIFIER OR
MULTIPLE HEAD CONCRETE CHIPPING SCARIFIER; ROTO AND
DITCH WITCH; ROTOTILLER; SANDBLASTER, POT, GUN,
NOZZLE OPERATORS; SIGNALLING AND RIGGING; TANK
CLEANER; TREE CLIMBER; TURBO BLASTER; VIBRASCREED,
BULL FLOAT IN CONNECTION WITH LABORERS' WORK;
VIBRATOR; HAZARDOUS WASTE WORKER (LEAD REMOVAL);
ASBESTOS AND MOLD REMOVAL WORKER      GROUP 1-B:
SEWER CLEANERS SHALL RECEIVE $4.00 PER DAY ABOVE
GROUP 1 WAGE RATES.  ""SEWER CLEANER"" MEANS ANY
WORKER WHO HANDLES OR COMES IN CONTACT WITH RAW
SEWAGE IN SMALL DIAMETER SEWERS.  THOSE WHO WORK
INSIDE RECENTLY ACTIVE, LARGE DIAMETER SEWERS, AND
ALL RECENTLY ACTIVE SEWER MANHOLES SHAL RECEIVE
$5.00 PER DAY ABOVE GROUP 1 WAGE RATES.       GROUP
1-D: MAINTENANCE AND REPAIR TRACK AND ROAD BEDS.
ALL EMPLOYEES PERFORMING WORK COVERED HEREIN SHALL
RECEIVE $ .25 PER HOUR ABOVE THEIR REGULAR RATE FOR
ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT
SPECIFICALLY COVERED HEREIN.  THIS PARAGRAPH SHALL
NOT BE CONSTRUED TO APPLY TO WORK BELOW GROUND
LEVEL IN OPEN CUT.  IT SHALL APPLY TO CUT AND COVER
WORK OF SUBWAY CONSTRUCTION AFTER THE TEMPORARY
COVER HAS BEEN PLACED.      FOOTNOTES: LABORERS
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 WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING
 SCAFFOLDS, BELTS SHALL RECEIVE $0.25 PER HOUR ABOVE
 THE APPLICABLE WAGE RATE.  THIS SHALL NOT APPLY TO
 WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH
 IN GROUP 1-A BELOW.         ALPINE, AMADOR, BUTTE,
 COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA,
 PLACER, PLUMAS, SACRAMENTO, SHIASTA, SIERRA,
 SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO, YUBA
 COUNTIES...........................................$ 35.50                 27.30
 LABORER (CONSTRUCTION CRAFT LABORERS - AREA B:):
 CONSTRUCTION SPECIALIST GROUP   ASPHALT IRONER AND
 RAKER; CHAINSAW; LASER BEAM IN CONNECTION WITH
 LABORERS' WORK; CAST-IN- PLACE MANHOLE FORM SETTER;
 PRESSURE PIPELAYER; DAVIS TRENCHER - 300 OR SIMILAR
 TYPE (AND ALL SMALL TRENCHERS); BLASTER; DIAMOND
 DRILLER; MULTIPLE UNIT DRILL; HYDRAULIC DRILL
 ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN,
 LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO,
 SHIASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY,
 YOLO, YUBA COUNTIES  FOOTNOTES:  LABORERS WORKING
 OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING
 SCAFFOLDS, BELTS SHALL RECEIVE $0.25 PER HOUR ABOVE
 THE APPLICABLE WAGE RATE.  THIS SHALL NOT APPLY TO
 WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH
 IN GROUP 1-A BELOW.                   SEWER
 CLEANERS SHALL RECEIVE $4.00 PER DAY ABOVE GROUP 1
 WAGE RATES.  ""SEWER CLEANER"" MEANS ANY WORKER WHO
 HANDLES OR COMES IN CONTACT WITH RAW SEWAGE IN
 SMALL DIAMETER SEWERS.  THOSE WHO WORK INSIDE
 RECENTLY ACTIVE, LARGE DIAMETER SEWERS, AND ALL
 RECENTLY ACTIVE SEWER MANHOLES SHAL RECEIVE $5.00
 PER DAY ABOVE GROUP 1 WAGE RATES.      MAINTENANCE
 AND REPAIR TRACK AND ROAD BEDS.  ALL EMPLOYEES
 PERFORMING WORK COVERED HEREIN SHALL RECEIVE $ .25
 PER HOUR ABOVE THEIR REGULAR RATE FOR ALL WORK
 PERFORMED ON UNDERGROUND STRUCTURES NOT
 SPECIFICALLY COVERED HEREIN.  THIS PARAGRAPH SHALL
 NOT BE CONSTRUED TO APPLY TO WORK BELOW GROUND
 LEVEL IN OPEN CUT.  IT SHALL APPLY TO CUT AND COVER
 WORK OF SUBWAY CONSTRUCTION AFTER THE TEMPORARY
 COVER HAS BEEN PLACED.      FOOTNOTES:  LABORERS
 WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING
 SCAFFOLDS, BELTS SHALL RECEIVE $0.25 PER HOUR ABOVE
 THE APPLICABLE WAGE RATE.  THIS SHALL NOT APPLY TO
 WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH
 IN GROUP 1-A BELOW.................................$ 36.20                 27.30
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  LABO0185-008 07/01/2023
                                                     Rates                Fringes
 PLASTERER TENDER    WORK ON A SWING STAGE SCAFFOLD:
 $1.00 PER HOUR ADDITIONAL..........................$ 39.77                 28.54
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  LABO0261-002 07/01/2023
                                                     Rates                Fringes
 LABORER, TRAFFIC CONTROL/LANE CLOSURE: TRAFFIC
 CONTROL PERSON II   INSTALLATION AND REMOVAL OF
 TEMPORARY/PERMANENT SIGNS, MARKERS, DELINEATORS AND
 CRASH CUSHIONS.  MARIN COUNTY......................$ 35.06                 27.30
 LABORER, TRAFFIC CONTROL/LANE CLOSURE: TRAFFIC
 CONTROL PERSON I   LAYOUT OF TRAFFIC CONTROL, CRASH
 CUSHIONS, CONSTRUCTION AREA AND ROADSIDE SIGNAGE.
 MARIN COUNTY.......................................$ 37.56                 27.30
 LABORER, TRAFFIC CONTROL/LANE CLOSURE: ESCORT
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DRIVER, FLAG PERSON (MARIN COUNTY)..................$ 37.26 27.30

LABO0261-004 06/26/2023

	Rates	Fringes
TUNNEL AND SHAFT LABORERS: SHOTCRETE SPECIALIST MARIN COUNTY..	$ 46.41	27.72
TUNNEL AND SHAFT LABORERS: GROUP 5 GROUT CREW; REBOUNDMAN; SWAMPER/ BRAKEMAN (MARIN COUNTY)........	$ 44.42	27.72
TUNNEL AND SHAFT LABORERS: GROUP 4 VIBRATOR OPERATOR, PAVEMENT BREAKER; BULL GANG - MUCKERS, TRACKMEN; CONCRETE CREW - INCLUDES RODDING AND SPREADING, DUMPMEN (ANY METHOD) (MARIN COUNTY)......	$ 44.96	27.72
TUNNEL AND SHAFT LABORERS: GROUP 3 BIT GRINDER; BLASTER, DRILLER, POWDERMEN, HEADING; CHERRY PICKERMEN - WHERE CAR IS LIFTED; CONCRETE FINISHER IN TUNNEL; CONCRETE SCREEDMAN; GROUT PUMPMAN AND POTMAN; GUNITE & SHOTCRETE GUNMAN & POTMAN; HEADERMEN; HIGH PRESSURE NOZZLEMAN; MINER - TUNNEL, INCLUDING TOP AND BOTTOM MAN ON SHAFT AND RAISE WORK; NIPPER; NOZZLEMAN ON SLICK LINE; SANDBLASTER - POTMAN, ROBOTIC SHOTCRETE PLACER, SEGMENT ERECTOR, TUNNEL MUCK HAULER, STEEL FORM RAISER AND SETTER; TIMBERMAN, RETIMBERMAN (WOOD OR STEEL OR SUBSTITUTE MATERIALS THEREFORE); TUGGER (FOR TUNNEL LABORER WORK); CABLE TENDER; CHUCK TENDER; POWDERMAN - PRIMER HOUSE (MARIN COUNTY).............	$ 45.41	27.72
TUNNEL AND SHAFT LABORERS: GROUP 2 RODMEN; SHAFT WORK & RAISE (BELOW ACTUAL OR EXCAVATED GROUND LEVEL) (MARIN COUNTY)..............................	$ 45.66	27.72
TUNNEL AND SHAFT LABORERS: GROUP 1 DIAMOND DRILLER; GROUNDMEN; GUNITE AND SHOTCRETE NOZZLEMEN (MARIN COUNTY)...	$ 45.89	27.72

LABO0261-007 07/01/2023

	Rates	Fringes
LABORER: MASON TENDER-BRICK MARIN COUNTY..........	$ 37.54	25.55

LABO0261-010 06/26/2023

	Rates	Fringes
LABORER: GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA A: (MARIN COUNTY)- (2) Establishment Warranty Period......................	$ 29.94	27.30
LABORER: GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA A: (MARIN COUNTY)- (1) New Construction.......................................	$ 36.25	27.30
LABORER, WRECKING - AREA A:: GROUP 1 (MARIN COUNTY).	$ 36.50	27.30
LABORER, WRECKING - AREA A: GROUP 2 Semi-skilled wrecker (salvaging of other building materials) (MARIN COUNTY) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE $0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW................................	$ 36.35	27.30
LABORER, GUNITE - AREA A:: GROUP 1 (MARIN COUNTY)...	$ 37.46	27.30
LABORER, GUNITE - AREA A: GROUP 4 GUNITE LABORER (MARIN COUNTY) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE $0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW................................	$ 36.25	27.30

LABORER, GUNITE - AREA A: GROUP 3 REBOUNDMAN (MARIN COUNTY) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE $0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW....................................$ 36.37		27.30
LABORER, GUNITE - AREA A: GROUP 2 NOZZLEMAN, GUNMAN, POTMAN, GROUNDMAN (MARIN COUNTY) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE $0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW..$ 36.96		27.30
LABORER, CONSTRUCTION CRAFT LABORERS - AREA A:: GROUP 1 (MARIN COUNTY)............................$ 36.50		27.30
LABORER, CONSTRUCTION CRAFT LABORERS - AREA A: GROUP 4 FINAL CLEAN-UP WORK OF DEBRIS, GROUNDS AND BUILDING INCLUDING BUT NOT LIMITED TO: STREET CLEANER; CLEANING AND WASHING WINDOWS; BRICK CLEANER (JOBSITE ONLY); MATERIAL CLEANER (JOBSITE ONLY). THE CLASSIFICATION ""MATERIAL CLEANER"" IS TO BE UTILIZED UNDER THE FOLLOWING CONDITIONS: A: AT DEMOLITION SITE FOR THE SALVAGE OF THE MATERIAL. B: AT THE CONCLUSION OF A JOB WHERE THE MATERIAL IS TO BE SALVAGED AND STOCKED TO BE REUSED ON ANOTHER JOB. C: FOR THE CLEANING OF SALVAGE MATERIAL AT THE JOBSITE OR TEMPORARY JOBSITE YARD. THE MATERIAL CLEANER CLASSIFICATION SHOULD NOT BE USED IN THE PERFORMANCE OF ""FORM STRIPPING, CLEANING AND OILING AND MOVING TO THE NEXT POINT OF ERECTION"". (MARIN COUNTY) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE $0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW. SEWER CLEANERS SHALL RECEIVE $4.00 PER DAY ABOVE GROUP 1 WAGE RATES. ""SEWER CLEANER"" MEANS ANY WORKER WHO HANDLES OR COMES IN CONTACT WITH RAW SEWAGE IN SMALL DIAMETER SEWERS. THOSE WHO WORK INSIDE RECENTLY ACTIVE, LARGE DIAMETER SEWERS, AND ALL RECENTLY ACTIVE SEWER MANHOLES SHAL RECEIVE $5.00 PER DAY ABOVE GROUP 1 WAGE RATES. MAINTENANCE AND REPAIR TRACK AND ROAD BEDS. ALL EMPLOYEES PERFORMING WORK COVERED HEREIN SHALL RECEIVE $ .25 PER HOUR ABOVE THEIR REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS PARAGRAPH SHALL NOT BE CONSTRUED TO APPLY TO WORK BELOW GROUND LEVEL IN OPEN CUT. IT SHALL APPLY TO CUT AND COVER WORK OF SUBWAY CONSTRUCTION AFTER THE TEMPORARY COVER HAS BEEN PLACED..............................$ 29.94		27.30
LABORER, CONSTRUCTION CRAFT LABORERS - AREA A: GROUP 3 CONSTRUCTION LABORERS, INCLUDING BRIDGE AND GENERAL LABORER; DUMP, LOAD SPOTTER; FLAG PERSON; FIRE WATCHER; FENCE ERECTOR; GUARDRAIL ERECTOR; GARDENER, HORTICULTURAL AND LANDSCAPE LABORER; JETTING; LIMBER, BRUSH LOADER AND PILER; PAVEMENT MARKER (BUTTON SETTER); MAINTENANCE, REPAIR TRACK AND ROAD BEDS; STREETCAR AND RAILROAD CONSTRUCTION TRACK LABORER; TEMPORARY AIR AND WATER LINES, VICTAULIC OR SIMILAR; TOOL ROOM ATTENDANT (JOBSITE ONLY) (MARIN COUNTY) FOOTNOTES:		

LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE $0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW. SEWER CLEANERS SHALL RECEIVE $4.00 PER DAY ABOVE GROUP 1 WAGE RATES. ""SEWER CLEANER"" MEANS ANY WORKER WHO HANDLES OR COMES IN CONTACT WITH RAW SEWAGE IN SMALL DIAMETER SEWERS. THOSE WHO WORK INSIDE RECENTLY ACTIVE, LARGE DIAMETER SEWERS, AND ALL RECENTLY ACTIVE SEWER MANHOLES SHAL RECEIVE $5.00 PER DAY ABOVE GROUP 1 WAGE RATES. MAINTENANCE AND REPAIR TRACK AND ROAD BEDS. ALL EMPLOYEES PERFORMING WORK COVERED HEREIN SHALL RECEIVE $ .25 PER HOUR ABOVE THEIR REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS PARAGRAPH SHALL NOT BE CONSTRUED TO APPLY TO WORK BELOW GROUND LEVEL IN OPEN CUT. IT SHALL APPLY TO CUT AND COVER WORK OF SUBWAY CONSTRUCTION AFTER THE TEMPORARY COVER HAS BEEN PLACED.............................$ 36.25 27.30

LABORER, CONSTRUCTION CRAFT LABORERS - AREA A: GROUP 2 ASPHALT SHOVELER; CEMENT DUMPER AND HANDLING DRY CEMENT OR GYPSUM; CHOKE-SETTER AND RIGGER (CLEARING WORK); CONCRETE BUCKET DUMPER AND CHUTE; CONCRETE CHIPPING AND GRINDING; CONCRETE LABORER (WET OR DRY); DRILLER TENDER, CHUCK TENDER, NIPPER; GUINEA CHASER (STAKE), GROUT CREW; HIGH PRESSURE NOZZLE, ADDUCTOR; HYDRAULIC MONITOR (OVER 100 LBS. PRESSURE); LOADING AND UNLOADING, CARRYING AND HAULING OF ALL RODS AND MATERIALS FOR USE IN REINFORCING CONCRETE CONSTRUCTION; PITTSBURGH CHIPPER AND SIMILAR TYPE BRUSH SHREDDERS; SLOPER; SINGLE FOOT, HAND-HELD, PNEUMATIC TAMPER; ALL PNEUMATIC, AIR, GAS AND ELECTRIC TOOLS NOT LISTED IN GROUPS 1 THROUGH 1-F; JACKING OF PIPE - UNDER 12 INCHES (MARIN COUNTY) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE $0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW. SEWER CLEANERS SHALL RECEIVE $4.00 PER DAY ABOVE GROUP 1 WAGE RATES. ""SEWER CLEANER"" MEANS ANY WORKER WHO HANDLES OR COMES IN CONTACT WITH RAW SEWAGE IN SMALL DIAMETER SEWERS. THOSE WHO WORK INSIDE RECENTLY ACTIVE, LARGE DIAMETER SEWERS, AND ALL RECENTLY ACTIVE SEWER MANHOLES SHAL RECEIVE $5.00 PER DAY ABOVE GROUP 1 WAGE RATES. MAINTENANCE AND REPAIR TRACK AND ROAD BEDS. ALL EMPLOYEES PERFORMING WORK COVERED HEREIN SHALL RECEIVE $ .25 PER HOUR ABOVE THEIR REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS PARAGRAPH SHALL NOT BE CONSTRUED TO APPLY TO WORK BELOW GROUND LEVEL IN OPEN CUT. IT SHALL APPLY TO CUT AND COVER WORK OF SUBWAY CONSTRUCTION AFTER THE TEMPORARY COVER HAS BEEN PLACED....................$ 36.35 27.30

LABORER, CONSTRUCTION CRAFT LABORERS - AREA A: GROUP 1-E WORK ON AND/OR IN BELL HOLE FOOTINGS AND SHAFTS THEREOF, AND WORK ON AND IN DEEP FOOTINGS. (A DEEP FOOTING IS A HOLE 15 FEET OR MORE IN DEPTH.) IN THE EVENT THE DEPTH OF THE FOOTING IS UNKNOWN AT THE COMMENCEMENT OF EXCAVATION, AND THE FINAL DEPTH EXCEEDS 15 FEET, THE DEEP FOOTING WAGE RATE WOULD APPLY TO ALL EMPLOYEES FOR EACH AND

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EVERY DAY WORKED ON OR IN THE EXCAVATION OF THE
FOOTING FROM THE DATE OF INCEPTION.  (MARIN COUNTY)
 FOOTNOTES:  LABORERS WORKING OFF OR WITH OR FROM
BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL
RECEIVE $0.25 PER HOUR ABOVE THE APPLICABLE WAGE
RATE.  THIS SHALL NOT APPLY TO WORKERS ENTITLED TO
RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW.
 SEWER CLEANERS SHALL RECEIVE $4.00 PER DAY ABOVE
GROUP 1 WAGE RATES.  ""SEWER CLEANER"" MEANS ANY
WORKER WHO HANDLES OR COMES IN CONTACT WITH RAW
SEWAGE IN SMALL DIAMETER SEWERS.  THOSE WHO WORK
INSIDE RECENTLY ACTIVE, LARGE DIAMETER SEWERS, AND
ALL RECENTLY ACTIVE SEWER MANHOLES SHAL RECEIVE
$5.00 PER DAY ABOVE GROUP 1 WAGE RATES.
MAINTENANCE AND REPAIR TRACK AND ROAD BEDS.  ALL
EMPLOYEES PERFORMING WORK COVERED HEREIN SHALL
RECEIVE $ .25 PER HOUR ABOVE THEIR REGULAR RATE FOR
ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT
SPECIFICALLY COVERED HEREIN.  THIS PARAGRAPH SHALL
NOT BE CONSTRUED TO APPLY TO WORK BELOW GROUND
LEVEL IN OPEN CUT.  IT SHALL APPLY TO CUT AND COVER
WORK OF SUBWAY CONSTRUCTION AFTER THE TEMPORARY
COVER HAS BEEN PLACED...............................$ 37.05                 27.30
LABORER, CONSTRUCTION CRAFT LABORERS - AREA A:
GROUP 1-C BURNING AND WELDING IN CONNECTION WITH
LABORERS' WORK; SYNTHETIC THERMOPLASTICS AND
SIMILAR TYPE WELDING(MARIN COUNTY)   FOOTNOTES:
LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS,
SWINGING SCAFFOLDS, BELTS SHALL RECEIVE $0.25 PER
HOUR ABOVE THE APPLICABLE WAGE RATE.  THIS SHALL
NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE
RATE SET FORTH IN GROUP 1-A BELOW.  SEWER CLEANERS
SHALL RECEIVE $4.00 PER DAY ABOVE GROUP 1 WAGE
RATES.  ""SEWER CLEANER"" MEANS ANY WORKER WHO
HANDLES OR COMES IN CONTACT WITH RAW SEWAGE IN
SMALL DIAMETER SEWERS.  THOSE WHO WORK INSIDE
RECENTLY ACTIVE, LARGE DIAMETER SEWERS, AND ALL
RECENTLY ACTIVE SEWER MANHOLES SHAL RECEIVE $5.00
PER DAY ABOVE GROUP 1 WAGE RATES.    MAINTENANCE
AND REPAIR TRACK AND ROAD BEDS.  ALL EMPLOYEES
PERFORMING WORK COVERED HEREIN SHALL RECEIVE $ .25
PER HOUR ABOVE THEIR REGULAR RATE FOR ALL WORK
PERFORMED ON UNDERGROUND STRUCTURES NOT
SPECIFICALLY COVERED HEREIN.  THIS PARAGRAPH SHALL
NOT BE CONSTRUED TO APPLY TO WORK BELOW GROUND
LEVEL IN OPEN CUT.  IT SHALL APPLY TO CUT AND COVER
WORK OF SUBWAY CONSTRUCTION AFTER THE TEMPORARY
COVER HAS BEEN PLACED...............................$ 36.55                 27.30
LABORER, CONSTRUCTION CRAFT LABORERS - AREA A:
GROUP 1-A JOY DRILL MODEL TWM-2A; GARDNER-DENVER
MODEL DH143 AND SIMILAR TYPE DRILLS; TRACK DRILLER;
JACK LEG DRILLER; WAGON DRILLER; MECHANICAL
DRILLERS, ALL TYPES REGARDLESS OF TYPE OR METHOD OF
POWER; MECHANICAL PIPE LAYERS, ALL TYPES REGARDLESS
OF TYPE OR METHOD OF POWER; BLASTER AND POWDER; ALL
WORK OF LOADING, PLACING AND BLASTING OF ALL POWDER
AND EXPLOSIVES OF WHATEVER TYPE REGARDLESS OF
METHOD USED FOR SUCH LOADING AND PLACING; HIGH
SCALERS (INCLUDING DRILLING OF SAME); TREE TOPPER;
BIT GRINDER  (MARIN COUNTY)     SEWER CLEANERS
SHALL RECEIVE $4.00 PER DAY ABOVE GROUP 1 WAGE
RATES.  ""SEWER CLEANER"" MEANS ANY WORKER WHO
HANDLES OR COMES IN CONTACT WITH RAW SEWAGE IN
SMALL DIAMETER SEWERS.  THOSE WHO WORK INSIDE
RECENTLY ACTIVE, LARGE DIAMETER SEWERS, AND ALL
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RECENTLY ACTIVE SEWER MANHOLES SHAL RECEIVE $5.00
PER DAY ABOVE GROUP 1 WAGE RATES.    MAINTENANCE
AND REPAIR TRACK AND ROAD BEDS.  ALL EMPLOYEES
PERFORMING WORK COVERED HEREIN SHALL RECEIVE $ .25
PER HOUR ABOVE THEIR REGULAR RATE FOR ALL WORK
PERFORMED ON UNDERGROUND STRUCTURES NOT
SPECIFICALLY COVERED HEREIN.  THIS PARAGRAPH SHALL
NOT BE CONSTRUED TO APPLY TO WORK BELOW GROUND
LEVEL IN OPEN CUT.  IT SHALL APPLY TO CUT AND COVER
WORK OF SUBWAY CONSTRUCTION AFTER THE TEMPORARY
COVER HAS BEEN PLACED.............................$ 36.72                 27.30
LABORER, CONSTRUCTION CRAFT LABORERS - AREA A:
CONSTRUCTION SPECIALIST GROUP   ASPHALT IRONER AND
RAKER; CHAINSAW; LASER BEAM IN CONNECTION WITH
LABORERS' WORK; CAST-IN- PLACE MANHOLE FORM SETTER;
PRESSURE PIPELAYER; DAVIS TRENCHER - 300 OR SIMILAR
TYPE (AND ALL SMALL TRENCHERS); BLASTER; DIAMOND
DRILLER; MULTIPLE UNIT DRILL; HYDRAULIC DRILL
MARIN COUNTY    FOOTNOTES:  LABORERS WORKING OFF OR
WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS,
BELTS SHALL RECEIVE $0.25 PER HOUR ABOVE THE
APPLICABLE WAGE RATE.  THIS SHALL NOT APPLY TO
WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH
IN GROUP 1-A BELOW.        SEWER CLEANERS SHALL
RECEIVE $4.00 PER DAY ABOVE GROUP 1 WAGE RATES.
""SEWER CLEANER"" MEANS ANY WORKER WHO HANDLES OR
COMES IN CONTACT WITH RAW SEWAGE IN SMALL DIAMETER
SEWERS.  THOSE WHO WORK INSIDE RECENTLY ACTIVE,
LARGE DIAMETER SEWERS, AND ALL RECENTLY ACTIVE
SEWER MANHOLES SHAL RECEIVE $5.00 PER DAY ABOVE
GROUP 1 WAGE RATES.      MAINTENANCE AND REPAIR
TRACK AND ROAD BEDS.  ALL EMPLOYEES PERFORMING WORK
COVERED HEREIN SHALL RECEIVE $ .25 PER HOUR ABOVE
THEIR REGULAR RATE FOR ALL WORK PERFORMED ON
UNDERGROUND STRUCTURES NOT SPECIFICALLY COVERED
HEREIN.  THIS PARAGRAPH SHALL NOT BE CONSTRUED TO
APPLY TO WORK BELOW GROUND LEVEL IN OPEN CUT.  IT
SHALL APPLY TO CUT AND COVER WORK OF SUBWAY
CONSTRUCTION AFTER THE TEMPORARY COVER HAS BEEN
PLACED.    .......................................$ 37.20                 27.30
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 LABO0324-004 07/01/2023
                                                     Rates                  Fringes
LABORER, TRAFFIC CONTROL/LANE CLOSURE: TRAFFIC
CONTROL PERSON II  INSTALLATION AND REMOVAL OF
TEMPORARY/PERMANENT SIGNS, MARKERS, DELINEATORS AND
CRASH CUSHIONS.  NAPA, SOLANO, AND SONOMA, COUNTIES.$ 34.06                 27.30
LABORER, TRAFFIC CONTROL/LANE CLOSURE: TRAFFIC
CONTROL PERSON I   LAYOUT OF TRAFFIC CONTROL, CRASH
CUSHIONS, CONSTRUCTION AREA AND ROADSIDE SIGNAGE.
NAPA, SOLANO, AND SONOMA, COUNTIES..................$ 36.56                 27.30
LABORER, TRAFFIC CONTROL/LANE CLOSURE: ESCORT
DRIVER, FLAG PERSON   NAPA, SOLANO, AND SONOMA,
COUNTIES............................................$ 36.26                 27.30
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 LABO0324-008 06/26/2023
                                                     Rates                  Fringes
TUNNEL AND SHAFT LABORERS: SHOTCRETE SPECIALIST
NAPA, SOLANO, AND SONOMA COUNTIES...................$ 46.41                 27.72
TUNNEL AND SHAFT LABORERS: GROUP 5 GROUT CREW;
REBOUNDMAN; SWAMPER/ BRAKEMAN (NAPA, SOLANO, AND
SONOMA COUNTIES)....................................$ 44.42                 27.72
TUNNEL AND SHAFT LABORERS: GROUP 4 VIBRATOR
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 OPERATOR, PAVEMENT BREAKER; BULL GANG - MUCKERS,
 TRACKMEN; CONCRETE CREW - INCLUDES RODDING AND
 SPREADING, DUMPMEN (ANY METHOD) (NAPA, SOLANO, AND
 SONOMA COUNTIES)...................................$ 44.96            27.72
 TUNNEL AND SHAFT LABORERS: GROUP 3 BIT GRINDER;
 BLASTER, DRILLER, POWDERMEN, HEADING; CHERRY
 PICKERMEN - WHERE CAR IS LIFTED; CONCRETE FINISHER
 IN TUNNEL; CONCRETE SCREEDMAN; GROUT PUMPMAN AND
 POTMAN; GUNITE & SHOTCRETE GUNMAN & POTMAN;
 HEADERMEN; HIGH PRESSURE NOZZLEMAN; MINER - TUNNEL,
 INCLUDING TOP AND BOTTOM MAN ON SHAFT AND RAISE
 WORK; NIPPER; NOZZLEMAN ON SLICK LINE; SANDBLASTER
 - POTMAN, ROBOTIC SHOTCRETE PLACER, SEGMENT
 ERECTOR, TUNNEL MUCK HAULER, STEEL FORM RAISER AND
 SETTER; TIMBERMAN, RETIMBERMAN (WOOD OR STEEL OR
 SUBSTITUTE MATERIALS THEREFORE); TUGGER (FOR TUNNEL
 LABORER WORK); CABLE TENDER; CHUCK TENDER;
 POWDERMAN - PRIMER HOUSE (NAPA, SOLANO, AND SONOMA
 COUNTIES)..........................................$ 45.41            27.72
 TUNNEL AND SHAFT LABORERS: GROUP 2 RODMEN; SHAFT
 WORK & RAISE (BELOW ACTUAL OR EXCAVATED GROUND
 LEVEL)  (NAPA, SOLANO, AND SONOMA COUNTIES).........$ 45.66            27.72
 TUNNEL AND SHAFT LABORERS: GROUP 1 DIAMOND DRILLER;
 GROUNDMEN; GUNITE AND SHOTCRETE NOZZLEMEN (NAPA,
 SOLANO, AND SONOMA COUNTIES)........................$ 45.89            27.72
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  LABO0324-010 07/01/2023
                                                      Rates          Fringes
 LABORER: MASON TENDER-BRICK   SOLANO AND SONOMA
 COUNTIES...........................................$ 36.84            26.24
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  LABO0324-013 06/26/2023
                                                      Rates          Fringes
 LABORER: GARDENERS, HORTICULTURAL &amp; LANDSCAPE
 LABORERS - AREA B: (NAPA, SOLANO, AND SONOMA
 COUNTIES)- (2) Establishment Warranty Period........$ 28.94            27.30
 LABORER: GARDENERS, HORTICULTURAL &amp; LANDSCAPE
 LABORERS - AREA B: (NAPA, SOLANO, AND SONOMA
 COUNTIES)- (1) New Construction.....................$ 35.25            27.30
 LABORER, WRECKING - AREA B:: GROUP 1 (NAPA, SOLANO,
 AND SONOMA COUNTIES)...............................$ 35.50            27.30
 LABORER, WRECKING - AREA B: GROUP 2 Semi-skilled
 wrecker (salvaging of other building materials)
 NAPA, SOLANO, AND SONOMA COUNTIES)   FOOTNOTES:
 LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS,
 SWINGING SCAFFOLDS, BELTS SHALL RECEIVE $0.25 PER
 HOUR ABOVE THE APPLICABLE WAGE RATE.  THIS SHALL
 NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE
 RATE SET FORTH IN GROUP 1-A BELOW...................$ 35.35            27.30
 LABORER, GUNITE - AREA B:: GROUP 1 (NAPA, SOLANO,
 AND SONOMA COUNTIES)...............................$ 36.46            27.30
 LABORER, GUNITE - AREA B: GROUP 4 GUNITE LABORER
 (NAPA, SOLANO, AND SONOMA COUNTIES)   FOOTNOTES:
 LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS,
 SWINGING SCAFFOLDS, BELTS SHALL RECEIVE $0.25 PER
 HOUR ABOVE THE APPLICABLE WAGE RATE.  THIS SHALL
 NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE
 RATE SET FORTH IN GROUP 1-A BELOW...................$ 35.25            27.30
 LABORER, GUNITE - AREA B: GROUP 3 REBOUNDMAN
 (NAPA, SOLANO, AND SONOMA COUNTIES)   FOOTNOTES:
 LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS,
 SWINGING SCAFFOLDS, BELTS SHALL RECEIVE $0.25 PER
 HOUR ABOVE THE APPLICABLE WAGE RATE.  THIS SHALL
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NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE
RATE SET FORTH IN GROUP 1-A BELOW...................$ 35.37 27.30
LABORER, GUNITE - AREA B: GROUP 2 NOZZLEMAN,
GUNMAN, POTMAN, GROUNDMAN (NAPA, SOLANO, AND
SONOMA COUNTIES) FOOTNOTES: LABORERS WORKING OFF
OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS,
BELTS SHALL RECEIVE $0.25 PER HOUR ABOVE THE
APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO
WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH
IN GROUP 1-A BELOW. ....$ 35.96 27.30
LABORER, CONSTRUCTION CRAFT LABORERS - AREA B:
GROUP 4 FINAL CLEAN-UP WORK OF DEBRIS, GROUNDS AND
BUILDING INCLUDING BUT NOT LIMITED TO: STREET
CLEANER; CLEANING AND WASHING WINDOWS; BRICK
CLEANER (JOBSITE ONLY); MATERIAL CLEANER (JOBSITE
ONLY). THE CLASSIFICATION ""MATERIAL CLEANER"" IS TO
BE UTILIZED UNDER THE FOLLOWING CONDITIONS:
A: AT DEMOLITION SITE FOR THE SALVAGE OF THE
MATERIAL. B: AT THE CONCLUSION OF A JOB WHERE
THE MATERIAL IS TO BE SALVAGED AND STOCKED TO BE
REUSED ON ANOTHER JOB. C: FOR THE CLEANING OF
SALVAGE MATERIAL AT THE JOBSITE OR TEMPORARY
JOBSITE YARD. THE MATERIAL CLEANER
CLASSIFICATION SHOULD NOT BE USED IN THE
PERFORMANCE OF ""FORM STRIPPING, CLEANING AND
OILING AND MOVING TO THE NEXT POINT OF ERECTION"".
(NAPA, SOLANO, AND SONOMA COUNTIES)
FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM
BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL
RECEIVE $0.25 PER HOUR ABOVE THE APPLICABLE WAGE
RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO
RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW.
SEWER CLEANERS SHALL RECEIVE $4.00 PER DAY ABOVE
GROUP 1 WAGE RATES. ""SEWER CLEANER"" MEANS ANY
WORKER WHO HANDLES OR COMES IN CONTACT WITH RAW
SEWAGE IN SMALL DIAMETER SEWERS. THOSE WHO WORK
INSIDE RECENTLY ACTIVE, LARGE DIAMETER SEWERS, AND
ALL RECENTLY ACTIVE SEWER MANHOLES SHAL RECEIVE
$5.00 PER DAY ABOVE GROUP 1 WAGE RATES.
MAINTENANCE AND REPAIR TRACK AND ROAD BEDS. ALL
EMPLOYEES PERFORMING WORK COVERED HEREIN SHALL
RECEIVE $ .25 PER HOUR ABOVE THEIR REGULAR RATE FOR
ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT
SPECIFICALLY COVERED HEREIN. THIS PARAGRAPH SHALL
NOT BE CONSTRUED TO APPLY TO WORK BELOW GROUND
LEVEL IN OPEN CUT. IT SHALL APPLY TO CUT AND COVER
WORK OF SUBWAY CONSTRUCTION AFTER THE TEMPORARY
COVER HAS BEEN PLACED.............................$ 28.94 27.30
LABORER, CONSTRUCTION CRAFT LABORERS - AREA B:
GROUP 3 CONSTRUCTION LABORERS, INCLUDING BRIDGE AND
GENERAL LABORER; DUMP, LOAD SPOTTER; FLAG PERSON;
FIRE WATCHER; FENCE ERECTOR; GUARDRAIL ERECTOR;
GARDENER, HORTICULTURAL AND LANDSCAPE LABORER;
JETTING; LIMBER, BRUSH LOADER AND PILER; PAVEMENT
MARKER (BUTTON SETTER); MAINTENANCE, REPAIR TRACK
AND ROAD BEDS; STREETCAR AND RAILROAD CONSTRUCTION
TRACK LABORER; TEMPORARY AIR AND WATER LINES,
VICTAULIC OR SIMILAR; TOOL ROOM ATTENDANT (JOBSITE
ONLY) (NAPA, SOLANO, AND SONOMA COUNTIES)
FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM
BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL
RECEIVE $0.25 PER HOUR ABOVE THE APPLICABLE WAGE
RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO
RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW.
SEWER CLEANERS SHALL RECEIVE $4.00 PER DAY ABOVE

GROUP 1 WAGE RATES. ""SEWER CLEANER"" MEANS ANY WORKER WHO HANDLES OR COMES IN CONTACT WITH RAW SEWAGE IN SMALL DIAMETER SEWERS. THOSE WHO WORK INSIDE RECENTLY ACTIVE, LARGE DIAMETER SEWERS, AND ALL RECENTLY ACTIVE SEWER MANHOLES SHAL RECEIVE $5.00 PER DAY ABOVE GROUP 1 WAGE RATES. MAINTENANCE AND REPAIR TRACK AND ROAD BEDS. ALL EMPLOYEES PERFORMING WORK COVERED HEREIN SHALL RECEIVE $ .25 PER HOUR ABOVE THEIR REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS PARAGRAPH SHALL NOT BE CONSTRUED TO APPLY TO WORK BELOW GROUND LEVEL IN OPEN CUT. IT SHALL APPLY TO CUT AND COVER WORK OF SUBWAY CONSTRUCTION AFTER THE TEMPORARY COVER HAS BEEN PLACED.............................$ 35.25 27.30

LABORER, CONSTRUCTION CRAFT LABORERS - AREA B: GROUP 2 ASPHALT SHOVELER; CEMENT DUMPER AND HANDLING DRY CEMENT OR GYPSUM; CHOKE-SETTER AND RIGGER (CLEARING WORK); CONCRETE BUCKET DUMPER AND CHUTE; CONCRETE CHIPPING AND GRINDING; CONCRETE LABORER (WET OR DRY); DRILLER TENDER, CHUCK TENDER, NIPPER; GUINEA CHASER (STAKE), GROUT CREW; HIGH PRESSURE NOZZLE, ADDUCTOR; HYDRAULIC MONITOR (OVER 100 LBS. PRESSURE); LOADING AND UNLOADING, CARRYING AND HAULING OF ALL RODS AND MATERIALS FOR USE IN REINFORCING CONCRETE CONSTRUCTION; PITTSBURGH CHIPPER AND SIMILAR TYPE BRUSH SHREDDERS; SLOPER; SINGLE FOOT, HAND-HELD, PNEUMATIC TAMPER; ALL PNEUMATIC, AIR, GAS AND ELECTRIC TOOLS NOT LISTED IN GROUPS 1 THROUGH 1-F; JACKING OF PIPE - UNDER 12 INCHES (NAPA, SOLANO, AND SONOMA COUNTIES) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE $0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW. SEWER CLEANERS SHALL RECEIVE $4.00 PER DAY ABOVE GROUP 1 WAGE RATES. ""SEWER CLEANER"" MEANS ANY WORKER WHO HANDLES OR COMES IN CONTACT WITH RAW SEWAGE IN SMALL DIAMETER SEWERS. THOSE WHO WORK INSIDE RECENTLY ACTIVE, LARGE DIAMETER SEWERS, AND ALL RECENTLY ACTIVE SEWER MANHOLES SHAL RECEIVE $5.00 PER DAY ABOVE GROUP 1 WAGE RATES. MAINTENANCE AND REPAIR TRACK AND ROAD BEDS. ALL EMPLOYEES PERFORMING WORK COVERED HEREIN SHALL RECEIVE $ .25 PER HOUR ABOVE THEIR REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS PARAGRAPH SHALL NOT BE CONSTRUED TO APPLY TO WORK BELOW GROUND LEVEL IN OPEN CUT. IT SHALL APPLY TO CUT AND COVER WORK OF SUBWAY CONSTRUCTION AFTER THE TEMPORARY COVER HAS BEEN PLACED.............................$ 35.35 27.30

LABORER, CONSTRUCTION CRAFT LABORERS - AREA B: GROUP 1-F WIRE WINDING MACHINE IN CONNECTION WITH GUNITING OR SHOT CRETE (NAPA, SOLANO, AND SONOMA COUNTIES) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE $0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW. SEWER CLEANERS SHALL RECEIVE $4.00 PER DAY ABOVE GROUP 1 WAGE RATES. ""SEWER CLEANER"" MEANS ANY WORKER WHO HANDLES OR COMES IN CONTACT WITH RAW SEWAGE IN SMALL DIAMETER SEWERS. THOSE WHO WORK INSIDE RECENTLY ACTIVE, LARGE

DIAMETER SEWERS, AND ALL RECENTLY ACTIVE SEWER
MANHOLES SHAL RECEIVE $5.00 PER DAY ABOVE GROUP 1
WAGE RATES. MAINTENANCE AND REPAIR TRACK AND
ROAD BEDS. ALL EMPLOYEES PERFORMING WORK COVERED
HEREIN SHALL RECEIVE $ .25 PER HOUR ABOVE THEIR
REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND
STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS
PARAGRAPH SHALL NOT BE CONSTRUED TO APPLY TO WORK
BELOW GROUND LEVEL IN OPEN CUT. IT SHALL APPLY TO
CUT AND COVER WORK OF SUBWAY CONSTRUCTION AFTER THE
TEMPORARY COVER HAS BEEN PLACED....................$ 36.08 27.30

LABORER, CONSTRUCTION CRAFT LABORERS - AREA B:
GROUP 1-E WORK ON AND/OR IN BELL HOLE FOOTINGS AND
SHAFTS THEREOF, AND WORK ON AND IN DEEP FOOTINGS.
(A DEEP FOOTING IS A HOLE 15 FEET OR MORE IN
DEPTH.) IN THE EVENT THE DEPTH OF THE FOOTING IS
UNKNOWN AT THE COMMENCEMENT OF EXCAVATION, AND THE
FINAL DEPTH EXCEEDS 15 FEET, THE DEEP FOOTING WAGE
RATE WOULD APPLY TO ALL EMPLOYEES FOR EACH AND
EVERY DAY WORKED ON OR IN THE EXCAVATION OF THE
FOOTING FROM THE DATE OF INCEPTION. (NAPA, SOLANO,
AND SONOMA COUNTIES) FOOTNOTES: LABORERS
WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING
SCAFFOLDS, BELTS SHALL RECEIVE $0.25 PER HOUR ABOVE
THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO
WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH
IN GROUP 1-A BELOW. SEWER CLEANERS SHALL RECEIVE
$4.00 PER DAY ABOVE GROUP 1 WAGE RATES. ""SEWER
CLEANER"" MEANS ANY WORKER WHO HANDLES OR COMES IN
CONTACT WITH RAW SEWAGE IN SMALL DIAMETER SEWERS.
THOSE WHO WORK INSIDE RECENTLY ACTIVE, LARGE
DIAMETER SEWERS, AND ALL RECENTLY ACTIVE SEWER
MANHOLES SHAL RECEIVE $5.00 PER DAY ABOVE GROUP 1
WAGE RATES. MAINTENANCE AND REPAIR TRACK AND
ROAD BEDS. ALL EMPLOYEES PERFORMING WORK COVERED
HEREIN SHALL RECEIVE $ .25 PER HOUR ABOVE THEIR
REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND
STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS
PARAGRAPH SHALL NOT BE CONSTRUED TO APPLY TO WORK
BELOW GROUND LEVEL IN OPEN CUT. IT SHALL APPLY TO
CUT AND COVER WORK OF SUBWAY CONSTRUCTION AFTER THE
TEMPORARY COVER HAS BEEN PLACED....................$ 36.05 27.30

LABORER, CONSTRUCTION CRAFT LABORERS - AREA B:
GROUP 1-C BURNING AND WELDING IN CONNECTION WITH
LABORERS' WORK; SYNTHETIC THERMOPLASTICS AND
SIMILAR TYPE WELDING (NAPA, SOLANO, AND SONOMA
COUNTIES) FOOTNOTES: LABORERS WORKING OFF OR
WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS,
BELTS SHALL RECEIVE $0.25 PER HOUR ABOVE THE
APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO
WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH
IN GROUP 1-A BELOW. SEWER CLEANERS SHALL RECEIVE
$4.00 PER DAY ABOVE GROUP 1 WAGE RATES. ""SEWER
CLEANER"" MEANS ANY WORKER WHO HANDLES OR COMES IN
CONTACT WITH RAW SEWAGE IN SMALL DIAMETER SEWERS.
THOSE WHO WORK INSIDE RECENTLY ACTIVE, LARGE
DIAMETER SEWERS, AND ALL RECENTLY ACTIVE SEWER
MANHOLES SHAL RECEIVE $5.00 PER DAY ABOVE GROUP 1
WAGE RATES. MAINTENANCE AND REPAIR TRACK AND
ROAD BEDS. ALL EMPLOYEES PERFORMING WORK COVERED
HEREIN SHALL RECEIVE $ .25 PER HOUR ABOVE THEIR
REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND
STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS
PARAGRAPH SHALL NOT BE CONSTRUED TO APPLY TO WORK
BELOW GROUND LEVEL IN OPEN CUT. IT SHALL APPLY TO

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CUT AND COVER WORK OF SUBWAY CONSTRUCTION AFTER THE
TEMPORARY COVER HAS BEEN PLACED.....................$ 35.55                 27.30
LABORER, CONSTRUCTION CRAFT LABORERS - AREA B:
GROUP 1-A  JOY DRILL MODEL TWM-2A; GARDNER-DENVER
MODEL DH143 AND SIMILAR TYPE DRILLS; TRACK DRILLER;
JACK LEG DRILLER; WAGON DRILLER; MECHANICAL
DRILLERS, ALL TYPES REGARDLESS OF TYPE OR METHOD OF
POWER; MECHANICAL PIPE LAYERS, ALL TYPES REGARDLESS
OF TYPE OR METHOD OF POWER; BLASTER AND POWDER; ALL
WORK OF LOADING, PLACING AND BLASTING OF ALL POWDER
AND EXPLOSIVES OF WHATEVER TYPE REGARDLESS OF
METHOD USED FOR SUCH LOADING AND PLACING; HIGH
SCALERS (INCLUDING DRILLING OF SAME); TREE TOPPER;
BIT GRINDER  (NAPA, SOLANO, AND SONOMA COUNTIES)
SEWER CLEANERS SHALL RECEIVE $4.00 PER DAY ABOVE
GROUP 1 WAGE RATES.  ""SEWER CLEANER"" MEANS ANY
WORKER WHO HANDLES OR COMES IN CONTACT WITH RAW
SEWAGE IN SMALL DIAMETER SEWERS.  THOSE WHO WORK
INSIDE RECENTLY ACTIVE, LARGE DIAMETER SEWERS, AND
ALL RECENTLY ACTIVE SEWER MANHOLES SHAL RECEIVE
$5.00 PER DAY ABOVE GROUP 1 WAGE RATES.
MAINTENANCE AND REPAIR TRACK AND ROAD BEDS.  ALL
EMPLOYEES PERFORMING WORK COVERED HEREIN SHALL
RECEIVE $ .25 PER HOUR ABOVE THEIR REGULAR RATE FOR
ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT
SPECIFICALLY COVERED HEREIN.  THIS PARAGRAPH SHALL
NOT BE CONSTRUED TO APPLY TO WORK BELOW GROUND
LEVEL IN OPEN CUT.  IT SHALL APPLY TO CUT AND COVER
WORK OF SUBWAY CONSTRUCTION AFTER THE TEMPORARY
COVER HAS BEEN PLACED..............................$ 35.72                 27.30
LABORER, CONSTRUCTION CRAFT LABORERS - AREA B:
GROUP 1- ASPHALT SPREADER BOXES (ALL TYPES); BARKO,
WACKER AND SIMILAR TYPE TAMPERS; BUGGYMOBILE;
CAULKER, BANDER, PIPEWRAPPER, CONDUIT LAYER,
PLASTIC PIPELAYER; CERTIFIED HAZARDOUS WASTE WORKER
INCLUDING LEADE ABATEMENT; COMPACTORS OF ALL TYPES;
CONCRETE AND MAGNESITE MIXER, 1/2 YD. AND UNDER;
CONCRETE PAN WORK; CONCRETE SANDER; CONCRETE SAW;
CRIBBER AND/OR SHORING; CUT GRANITE CURB SETTER;
DRI-PAK-IT MACHINE; FALLER, LOGLOADER AND BUCKER;
FORM RAISER, SLIP FORMS; GREEN CUTTER; HEADERBOARD,
HUBSETTER, ALIGNER, BY ANY METHOD; HIGH PRESSURE
BLOW PIPE (1-1/2"" OR OVER, 100 LBS. PRESSURE/OVER);
HYDRO SEEDER AND SIMILAR TYPE; JACKHAMMER OPERATOR;
JACKING OF PIPE OVER 12 INCHES; JACKSON AND SIMILAR
TYPE COMPACTOR; KETTLE TENDER, POT AND WORKER
APPLYING ASPHALT, LAY-KOLD, CREOSOTE, LIME, CAUSTIC
AND SIMILAR TYPE MATERIALS (APPLYING MEANS
APPLYING, DIPPING OR HANDLING OF SUCH MATERIALS);
LAGGING, SHEETING, WHALING, BRACING, TRENCHJACKING,
LAGGING HAMMER; MAGNESITE, EPOXYRESIN, FIBERGLASS,
MASTIC WORKER (WET OR DRY); NO JOINT PIPE AND
STRIPPING OF SAME, INCLUDING REPAIR OF VOIDS;
PAVEMENT BREAKER AND SPADER, INCLUDING TOOL
GRINDER; PERMA CURB; PIPELAYER (INCLUDING GRADE
CHECKING IN CONNECTION WITH PIPELAYING);
PRECAST-MANHOLE SETTER; PRESSURE PIPE TESTER; POST
HOLE DIGGER, AIR, GAS AND ELECTRIC; POWER BROOM
SWEEPER; POWER TAMPERS OF ALL TYPES (EXCEPT AS
SHOWN IN GROUP 2); RAM SET GUN AND STUD GUN; RIPRAP
STONEPAVER AND ROCK-SLINGER, INCLUDING PLACING OF
SACKED CONCRETE AND/OR SAND (WET OR DRY) AND
GABIONS AND SIMILAR TYPE; ROTARY SCARIFIER OR
MULTIPLE HEAD CONCRETE CHIPPING SCARIFIER; ROTO AND
DITCH WITCH; ROTOTILLER; SANDBLASTER, POT, GUN,
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NOZZLE OPERATORS; SIGNALLING AND RIGGING; TANK
CLEANER; TREE CLIMBER; TURBO BLASTER; VIBRASCREED,
BULL FLOAT IN CONNECTION WITH LABORERS' WORK;
VIBRATOR; HAZARDOUS WASTE WORKER (LEAD REMOVAL);
ASBESTOS AND MOLD REMOVAL WORKER (NAPA, SOLANO,
AND SONOMA COUNTIES) FOOTNOTES: LABORERS WORKING
OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING
SCAFFOLDS, BELTS SHALL RECEIVE $0.25 PER HOUR ABOVE
THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO
WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH
IN GROUP 1-A BELOW. SEWER CLEANERS SHALL
RECEIVE $4.00 PER DAY ABOVE GROUP 1 WAGE RATES.
""SEWER CLEANER"" MEANS ANY WORKER WHO HANDLES OR
COMES IN CONTACT WITH RAW SEWAGE IN SMALL DIAMETER
SEWERS. THOSE WHO WORK INSIDE RECENTLY ACTIVE,
LARGE DIAMETER SEWERS, AND ALL RECENTLY ACTIVE
SEWER MANHOLES SHAL RECEIVE $5.00 PER DAY ABOVE
GROUP 1 WAGE RATES. MAINTENANCE AND REPAIR TRACK
AND ROAD BEDS. ALL EMPLOYEES PERFORMING WORK
COVERED HEREIN SHALL RECEIVE $ .25 PER HOUR ABOVE
THEIR REGULAR RATE FOR ALL WORK PERFORMED ON
UNDERGROUND STRUCTURES NOT SPECIFICALLY COVERED
HEREIN. THIS PARAGRAPH SHALL NOT BE CONSTRUED TO
APPLY TO WORK BELOW GROUND LEVEL IN OPEN CUT. IT
SHALL APPLY TO CUT AND COVER WORK OF SUBWAY
CONSTRUCTION AFTER THE TEMPORARY COVER HAS BEEN
PLACED...$ 35.50 27.30
LABORER, CONSTRUCTION CRAFT LABORERS - AREA B:
CONSTRUCTION SPECIALIST GROUP ASPHALT IRONER AND
RAKER; CHAINSAW; LASER BEAM IN CONNECTION WITH
LABORERS' WORK; CAST-IN- PLACE MANHOLE FORM SETTER;
PRESSURE PIPELAYER; DAVIS TRENCHER - 300 OR SIMILAR
TYPE (AND ALL SMALL TRENCHERS); BLASTER; DIAMOND
DRILLER; MULTIPLE UNIT DRILL; HYDRAULIC DRILL
NAPA, SOLANO, AND SONOMA COUNTIES FOOTNOTES:
LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS,
SWINGING SCAFFOLDS, BELTS SHALL RECEIVE $0.25 PER
HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL
NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE
RATE SET FORTH IN GROUP 1-A BELOW.
SEWER CLEANERS SHALL RECEIVE $4.00 PER DAY ABOVE
GROUP 1 WAGE RATES. ""SEWER CLEANER"" MEANS ANY
WORKER WHO HANDLES OR COMES IN CONTACT WITH RAW
SEWAGE IN SMALL DIAMETER SEWERS. THOSE WHO WORK
INSIDE RECENTLY ACTIVE, LARGE DIAMETER SEWERS, AND
ALL RECENTLY ACTIVE SEWER MANHOLES SHAL RECEIVE
$5.00 PER DAY ABOVE GROUP 1 WAGE RATES.
MAINTENANCE AND REPAIR TRACK AND ROAD BEDS. ALL
EMPLOYEES PERFORMING WORK COVERED HEREIN SHALL
RECEIVE $ .25 PER HOUR ABOVE THEIR REGULAR RATE FOR
ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT
SPECIFICALLY COVERED HEREIN. THIS PARAGRAPH SHALL
NOT BE CONSTRUED TO APPLY TO WORK BELOW GROUND
LEVEL IN OPEN CUT. IT SHALL APPLY TO CUT AND COVER
WORK OF SUBWAY CONSTRUCTION AFTER THE TEMPORARY
COVER HAS BEEN PLACED..............................$ 36.20 27.30

PAIN0016-004 01/01/2025

	Rates	Fringes
PAINTERS MARIN, NAPA, SOLANO & SONOMA COUNTIES PREMIUMS: EXOTIC MATERIALS - $1.25 ADDITIONAL PER HOUR. SPRAY WORK: - $0.50 ADDITIONAL PER HOUR. INDUSTRIAL PAINTING - $0.25 ADDITIONAL PER HOUR [WORK ON INDUSTRIAL BUILDINGS USED FOR THE		

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MANUFACTURE AND PROCESSING OF GOODS FOR SALE OR
SERVICE; STEEL CONSTRUCTION (BRIDGES), STACKS,
TOWERS, TANKS, AND SIMILAR STRUCTURES]  HIGH WORK:
OVER 50 FEET - $2.00 PER HOUR ADDITIONAL  100 TO
180 FEET - $4.00 PER HOUR ADDITIONAL  OVER 180 FEET
- $6.00 PER HOUIR ADDITIONAL.......................$ 53.38                 28.04
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 PAIN0016-005 01/01/2025
                                                        Rates                 Fringes
DRYWALL FINISHER/TAPER   ALPINE, BUTTE, COLUSA, EL
DORADO (WEST OF THE SIERRA NEVADA MOUNTAINS),
GLENN, LASSEN (WEST OF HWY. 395, EXCLUDING HONEY
LAKE); MARIN, MODOC, NAPA, NEVADA (WEST OF THE
SIERRA NEVADA MOUNTAINS), PLACER (WEST OF THE
SIERRA NEVADA MOUNTAINS), PLUMAS, SACRAMENTO,
SHASTA, SIERRA (WEST OF THE SIERRA NEVADA
MOUNTAINS), SISKIYOU, SOLANO, SONOMA, SUTTER,
TEHAMA, TRINITY, YOLO AND YUBA COUNTIES.............$ 59.63                 31.29
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 PAIN0016-007 01/01/2025
                                                        Rates                 Fringes
PAINTERS  ALPINE, AMADOR, BUTTE, COLUSA. EL DORADO
(WEST OF THE SIERRA NEVADA MOUNTAINS), GLENN,
LASSEN (WEST OF HIGHWAY 395, EXCLUDING HONEY LAKE),
MODOC, NEVADA (WEST OF THE SIERRA NEVADA
MOUNTAINS), PLACER (WEST OF THE SIERRA NEVADA
MOUNTAINS), PLUMAS, SACRAMENTO, SHASTA, SIERRA
(WEST OF THE SIERRA NEVADA MOUNTAINS), SISKIYOU,
SUTTER, TEHAMA, TRINITY, YOLO & YUBA COUNTIES
SPRAY/SANDBLAST: $0.50 ADDITIONAL PER HOUR.  EXOTIC
MATERIALS: $1.25 ADDITIONAL PER HOUR.  HIGH TIME:
OVER 50 FT ABOVE GROUND OR WATER LEVEL $2.00
ADDITIONAL PER HOUR.  100 TO 180 FT ABOVE GROUND OR
WATER LEVEL $4.00 ADDITIONAL PER HOUR.  OVER 180 FT
ABOVE GROUND OR WATER LEVEL $6.00 ADDITIONAL PER
HOUR................................................$ 43.45                 22.80
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 PAIN0016-008 01/01/2024
                                                        Rates                 Fringes
SOFT FLOOR LAYER   MARIN, NAPA, SOLANO AND SONOMA
COUNTIES............................................$ 59.00                 33.03
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 PAIN0169-004 01/01/2024
                                                        Rates                 Fringes
GLAZIER  MARIN , NAPA & SONOMA COUNTIES; SOLANO
COUNTY (WEST OF A LINE DEFINED AS FOLLOWS: HWY. 80
CORRIDOR BEGINNING AT THE CITY OF FAIRFIELD,
INCLUDING TRAVIS AIR FORCE BASE AND SUISUN CITY;
GOING NORTH OF MANAKAS CORNER RD., CONTINUE NORTH
ON SUISUN VALLEY RD. TO THE NAPA COUNTY LINE; HWY.
80 CORRIDOR SOUTH ON GRIZZLY ISLAND RD. TO THE
GRIZZLY ISLAND MANAGEMENT AREA).....................$ 56.22                 34.00
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 PAIN0567-001 07/01/2025
                                                        Rates                 Fringes
PAINTERS: SPRAY PAINTER   EL DORADO COUNTY (EAST OF
THE SIERRA NEVADA MOUNTAINS);  LASSEN COUNTY (EAST
OF HIGHWAY 395, BEGINNING AT STACEY AND INCLUDING
HONEY LAKE); NEVADA COUNTY (EAST OF THE SIERRA
NEVADA MOUNTAINS); PLACER COUNTY (EAST OF THE
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SIERRA NEVADA MOUNTAINS); AND SIERRA COUNTY (EAST
OF THE SIERRA NEVADA MOUNTAINS)  PREMIUMS:  SPECIAL
COATINGS (BRUSH), AND SANDBLASTING = $0.50/HR
SPECIAL COATINGS (SPRAY), AND STEEPLEJACK =
$1.00/HR  SPECIAL COATING SPRAY STEEL = $1.25/HR
SWING STAGE = $2.00/HR  *A SPECIAL COATING IS A
COATING THAT REQUIRES THE MIXING OF 2 OR MORE
PRODUCTS..........................................$ 41.43                 16.16
PAINTERS: PAPERHANGER   (EL DORADO COUNTY (EAST OF
THE SIERRA NEVADA MOUNTAINS);  LASSEN COUNTY (EAST
OF HIGHWAY 395, BEGINNING AT STACEY AND INCLUDING
HONEY LAKE); NEVADA COUNTY (EAST OF THE SIERRA
NEVADA MOUNTAINS); PLACER COUNTY (EAST OF THE
SIERRA NEVADA MOUNTAINS); AND SIERRA COUNTY (EAST
OF THE SIERRA NEVADA MOUNTAINS)  PREMIUMS:  SPECIAL
COATINGS (BRUSH), AND SANDBLASTING = $0.50/HR
SPECIAL COATINGS (SPRAY), AND STEEPLEJACK =
$1.00/HR  SPECIAL COATING SPRAY STEEL = $1.25/HR
SWING STAGE = $2.00/HR  *A SPECIAL COATING IS A
COATING THAT REQUIRES THE MIXING OF 2 OR MORE
PRODUCTS..........................................$ 42.19                 16.16
PAINTERS: BRUSH AND ROLLER   EL DORADO COUNTY (EAST
OF THE SIERRA NEVADA MOUNTAINS);  LASSEN COUNTY
(EAST OF HIGHWAY 395, BEGINNING AT STACEY AND
INCLUDING HONEY LAKE); NEVADA COUNTY (EAST OF THE
SIERRA NEVADA MOUNTAINS); PLACER COUNTY (EAST OF
THE SIERRA NEVADA MOUNTAINS); AND SIERRA COUNTY
(EAST OF THE SIERRA NEVADA MOUNTAINS)  PREMIUMS:
SPECIAL COATINGS (BRUSH), AND SANDBLASTING =
$0.50/HR  SPECIAL COATINGS (SPRAY), AND STEEPLEJACK
= $1.00/HR  SPECIAL COATING SPRAY STEEL = $1.25/HR
SWING STAGE = $2.00/HR  *A SPECIAL COATING IS A
COATING THAT REQUIRES THE MIXING OF 2 OR MORE
PRODUCTS..........................................$ 39.43                 16.16
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 PAIN0567-007 07/01/2022
                                                  Rates                  Fringes
SOFT FLOOR LAYER   EL DORADO COUNTY (EAST OF THE
SIERRA NEVADA MOUNTAINS); LASSEN COUNTY (EAST OF
HIGHWAY 395, BEGINNING AT STACEY AND INCLUDING
HONEY LAKE); NEVADA COUNTY (EAST OF THE SIERRA
NEVADA MOUNTAINS); PLACER COUNTY (EAST OF THE
SIERRA NEVADA MOUNTAINS) AND SIERRA COUNTY (EAST OF
THE SIERRA NEVADA MOUNTAINS)).......................$ 34.27                 16.47
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 PAIN0567-010 07/01/2024
                                                  Rates                  Fringes
DRYWALL: (2) STEEPLEJACK - TAPER, OVER 40 FT WITH
OPEN SPACE BELOW   EL DORADO COUNTY (EAST OF THE
SIERRA NEVADA MOUNTAINS);  LASSEN COUNTY (EAST OF
HIGHWAY 395, BEGINNING AT STACEY AND INCLUDING
HONEY LAKE); NEVADA COUNTY (EAST OF THE SIERRA
NEVADA MOUNTAINS); PLACER COUNTY (EAST OF THE
SIERRA NEVADA MOUNTAINS); AND SIERRA COUNTY (EAST
OF THE SIERRA NEVADA MOUNTAINS)....................$ 44.29                 16.12
DRYWALL: (1) TAPER (EL DORADO COUNTY (EAST OF THE
SIERRA NEVADA MOUNTAINS);  LASSEN COUNTY (EAST OF
HIGHWAY 395, BEGINNING AT STACEY AND INCLUDING
HONEY LAKE); NEVADA COUNTY (EAST OF THE SIERRA
NEVADA MOUNTAINS); PLACER COUNTY (EAST OF THE
SIERRA NEVADA MOUNTAINS); AND SIERRA COUNTY (EAST
OF THE SIERRA NEVADA MOUNTAINS)....................$ 42.79                 16.12
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 PAIN0767-004 01/01/2024
                                                         Rates          Fringes
GLAZIER   ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO,
GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS,
SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO
(REMAINDER), SUTTER, TEHAMA, TRINITY, YOLO, YUBA....$ 43.25             35.62
----------------------------------------------------------------

 PAIN1176-001 07/01/2022
                                                         Rates          Fringes
PARKING LOT STRIPING/HIGHWAY MARKING: HIGHWAY
IMPROVEMENT: GROUP 3 PROTECTIVE COATING, PAVEMENT
SEALING.............................................$ 35.11             17.62
PARKING LOT STRIPING/HIGHWAY MARKING: HIGHWAY
IMPROVEMENT: GROUP 1 STRIPER: LAYOUT AND
APPLICATION OF PAINTED TRAFFIC STRIPES AND MARKING;
HOT THERMO PLASTIC; TAPE, TRAFFIC STRIPES AND
MARKINGS............................................$ 40.83             17.62
PARKING LOT STRIPING/HIGHWAY MARKING: HIGHWAY
IMPROVEMEMT: GROUP 2 GAMECOURT & PLAYGROUND
INSTALLER...........................................$ 34.71             17.62
----------------------------------------------------------------

 PAIN1237-001 01/01/2024
                                                         Rates          Fringes
SOFT FLOOR LAYER   ALPINE; COLUSA; EL DORADO (WEST
OF THE SIERRA NEVADA MOUNTAINS); GLENN; LASSEN
(WEST OF HIGHWAY 395, BEGINNING AT STACEY AND
INCLUDING HONEY LAKE); MODOC; NEVADA (WEST OF THE
SIERRA NEVADA MOUNTAINS); PLACER (WEST OF THE
SIERRA NEVADA MOUNTAINS); PLUMAS; SACRAMENTO;
SHASTA; SIERRA (WEST OF THE SIERRA NEVADA
MOUNTAINS); SISKIYOU; SUTTER; TEHAMA; TRINITY; YOLO
AND YUBA COUNTIES...................................$ 48.54             26.59
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 PLAS0300-003 07/01/2018
                                                         Rates          Fringes
PLASTERER   AREA 355: NAPA & SONOMA COUNTIES........$ 32.70             31.68
PLASTERER   AREA 355: MARIN.........................$ 36.73             31.68
PLASTERER   AREA 295: ALPINE, AMADOR, BUTTE,
COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA,
PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA,
SISKIYOU, SOLANO, SUTTER, TEHEMA, TRINITY, YOLO &
YUBA COUNTIES.......................................$ 32.70             31.68
----------------------------------------------------------------

 PLAS0300-005 07/01/2016
                                                         Rates          Fringes
CEMENT MASON/CONCRETE FINISHER......................$ 32.15             23.27
----------------------------------------------------------------

 PLUM0038-002 07/01/2025
                                                         Rates          Fringes
PLUMBER, PLUMBER, STEAMFITTER, REFRIGERATION FITTER
(MARIN AND SONOMA COUNTIES).........................$ 91.00             49.40
----------------------------------------------------------------

 PLUM0038-006 07/01/2025
                                                         Rates          Fringes
LANDSCAPE/IRRIGATION FITTER: UNDERGROUND/UTILITY
FITTER   MARIN & SONOMA COUNTIES....................$ 77.35             36.53
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 PLUM0228-001 01/01/2026

                                                        Rates          Fringes

PLUMBER   BUTTE, COLUSA, GLENN, LASSEN, MODOC,
PLUMAS, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA,
TRINITY & YUBA COUNTIES............................$ 52.75            41.39
----------------------------------------------------------------

 PLUM0343-001 07/01/2025

                                                        Rates          Fringes

PLUMBER/PIPEFITTER: ALL OTHER WORK   NAPA AND
SOLANO COUNTIES    FOOTNOTES: WHILE FITTING
GALVANIZED MATERIAL: $.75 PER HOUR ADDITIONAL.
WORK FROM TRUSSES, TEMPORARY STAGING, UNGUARDED
STRUCTURES 35' FROM THE GROUND OR WATER: $.75 PER
HOUR ADDITIONAL.  WORK FROM SWINGING SCAFFOLDS,
BOATSWAINS CHAIRS OR SIMILAR DEVICES: $.75 PER HOUR
ADDITIONAL.........................................$ 71.60            38.38
----------------------------------------------------------------

 PLUM0350-001 08/01/2023

                                                        Rates          Fringes

PLUMBER/PIPEFITTER   EL DORADO COUNTY (LAKE TAHOE
AREA ONLY); NEVADA COUNTY (LAKE TAHOE AREA ONLY);
AND PLACER COUNTY (LAKE TAHOE AREA ONLY)...........$ 52.14            18.71
----------------------------------------------------------------

 PLUM0355-001 07/01/2025

                                                        Rates          Fringes

UNDERGROUND UTILITY WORKER: /LANDSCAPE FITTER
ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN,
LASSEN, MODOC, NAPA, NEVADA, PLACER, PLUMAS,
SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO,
SUTTER, TEHAMA, TRINITY, YOLO, AND YUBA COUNTIES....$ 36.01            18.50
----------------------------------------------------------------

 PLUM0442-003 01/01/2026

                                                        Rates          Fringes

PLUMBER   AMADOR (SOUTH OF SAN JOAQUIN RIVER) AND
ALPINE COUNTIES....................................$ 58.45            38.74
----------------------------------------------------------------

 PLUM0447-001 07/01/2025

                                                        Rates          Fringes

PLUMBER/PIPEFITTER: LIGHT COMMERCIAL WORK   AMADOR
(NORTH OF SAN JOAQUIN RIVER), EL DORADO (EXCLUDING
LAKE TAHOE AREA), NEVADA (EXCLUDING LAKE TAHOE
AREA); PLACER  (EXCLUDING LAKE TAHOE AREA),
SACRAMENTO AND YOLO COUNTIES.......................$ 55.58            24.02
PLUMBER/PIPEFITTER: JOURNEYMAN   AMADOR (NORTH OF
SAN JOAQUIN RIVER), EL DORADO (EXCLUDING LAKE TAHOE
AREA), NEVADA (EXCLUDING LAKE TAHOE AREA); PLACER
(EXCLUDING LAKE TAHOE AREA), SACRAMENTO AND YOLO
COUNTIES...........................................$ 67.37            30.00
----------------------------------------------------------------

 ROOF0081-006 08/01/2024

                                                        Rates          Fringes

ROOFER   MARIN, NAPA, SOLANO AND SONOMA COUNTIES....$ 54.94            23.34
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 ROOF0081-007 08/01/2023

                                                        Rates          Fringes

ROOFER   ALPINE, BUTTE, COLUSA, EL DORADO,
GLENN,LASSEN, MODOC, NEVADA, PLACER, PLUMAS,
SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER,
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TEHAMA, TRINITY, YOLO, AND YUBA COUNTIES............$ 46.73              21.36
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 SFCA0483-003 01/01/2026
                                                      Rates              Fringes
SPRINKLER FITTER (FIRE SPRINKLERS)   MARIN, NAPA,
SOLANO AND SONOMA COUNTIES..........................$ 81.54              41.35
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 SFCA0669-003 01/01/2026
                                                      Rates              Fringes
SPRINKLER FITTER (ALPINE, BUTTE, COLUSA, EL DORADO,
GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS,
SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER,
TEHAMA, TRINITY, YOLO AND YUBA COUNTIES)............$ 52.06              29.86
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 SHEE0104-006 06/29/2020
                                                      Rates              Fringes
SHEET METAL WORKER: MECHANICAL CONTRACTS $200,000
OR LESS   MARIN, NAPA, SOLANO  SONOMA & TRINITY
COUNTIES............................................$ 55.92              45.29
SHEET METAL WORKER: ALL OTHER WORK   MARIN, NAPA,
SOLANO  SONOMA & TRINITY COUNTIES...................$ 64.06              46.83
----------------------------------------------------------------


 SHEE0104-009 07/01/2021
                                                      Rates              Fringes
SHEET METAL WORKER   AMADOR, COLUSA, EL DORADO,
NEVADA, PLACER, SACRAMENTO, SUTTER, YOLO AND YUBA
COUNTIES............................................$ 47.85              41.90
----------------------------------------------------------------


 SHEE0104-010 07/01/2020
                                                      Rates              Fringes
SHEET METAL WORKER   ALPINE COUNTY..................$ 43.50              37.42
----------------------------------------------------------------


 SHEE0104-011 07/01/2020
                                                      Rates              Fringes
SHEET METAL WORKER: METAL DECKING AND SIDING ONLY
BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC,
NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA,
SISKIYOU, SUTTER, TEHAMA, YOLO AND YUBA COUNTIES....$ 44.45              35.55
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 SHEE0104-014 07/01/2020
                                                      Rates              Fringes
SHEET METAL WORKER: METAL DECKING AND SIDING ONLY
(MARIN, NAPA, SOLANO, SONOMA AND TRINITY COUNTIES)..$ 44.45              35.55
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 SHEE0104-019 07/01/2020
                                                      Rates              Fringes
SHEET METAL WORKER: MECHANICAL JOBS OVER $200,000
BUTTE, GLENN, LASSEN, MODOC, PLUMAS, SHASTA,
SIERRA, SISKIYOU AND TEHAMA COUNTIES................$ 46.60              40.21
SHEET METAL WORKER: MECHANICAL JOBS $200,000 &
UNDER   BUTTE, GLENN, LASSEN, MODOC, PLUMAS,
SHASTA, SIERRA, SISKIYOU AND TEHAMA COUNTIES........$ 35.16              35.88
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 TEAM0094-001 07/01/2025
                                                      Rates              Fringes
TRUCK DRIVERS: GROUP 5: DUMP TRUCKS, 65 YDS. AND
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OVER; HOLLAND HAULER; LOW BED HEAVY DUTY TRANSPORT
OVER 7 AXLES  FOOTNOTES:     ARTICULATED DUMP
TRUCK; BULK CEMENT SPREADER (WITH OR WITHOUT
AUGER); DUMPCRETE TRUCK; SKID TRUCK (DEBRIS BOX);
DRY PRE-BATCH CONCRETE MIX TRUCKS; DUMPSTER OR
SIMILAR TYPE; SLURRY TRUCK: USE DUMP TRUCK YARDAGE
RATE.      HEATER PLANER; ASPHALT BURNER; SCARIFIER
BURNER; INDUSTRIAL LIFT TRUCK (MECHANICAL
TAILGATE); UTILITY AND CLEAN-UP TRUCK: USE
APPROPRIATE RATE FOR THE POWER UNIT OR THE
EQUIPMENT UTILIZED.                    TRUCK DRIVER
CLASSIFICATIONS....................................$ 44.56                  34.28
TRUCK DRIVERS: GROUP 4: DUMP TRUCKS, OVER 25 YDS.
AND UNDER 65 YDS.; WATER PULLS - DW 10'S, 20'S,
21'S AND OTHER SIMILAR EQUIPMENT WHEN PULLING
AQUA/PAK OR WATER TANK TRAILERS; HELICOPTER PILOTS
(WHEN TRANSPORTING MEN AND MATERIALS); LOWBEDK
HEAVY DUTY TRANSPORT UP TO INCLUDING 7 AXLES;
DW10'S, 20'S, 21'S AND OTHER SIMILAR CAT TYPE,
TERRA COBRA, LETOURNEAU PULLS, TOURNOROCKER, EUCLID
AND SIMILAR TYPE EQUIPMENT WHEN PULLING FUEL AND/OR
GREASE TANK TRAILERS OR OTHER MISCELLANEOUS
TRAILERS; VACUUM TRUCKS 7500 GALS AND OVER AND
TRUCK REPAIRMAN  FOOTNOTES:     ARTICULATED DUMP
TRUCK; BULK CEMENT SPREADER (WITH OR WITHOUT
AUGER); DUMPCRETE TRUCK; SKID TRUCK (DEBRIS BOX);
DRY PRE-BATCH CONCRETE MIX TRUCKS; DUMPSTER OR
SIMILAR TYPE; SLURRY TRUCK: USE DUMP TRUCK YARDAGE
RATE.      HEATER PLANER; ASPHALT BURNER; SCARIFIER
BURNER; INDUSTRIAL LIFT TRUCK (MECHANICAL
TAILGATE); UTILITY AND CLEAN-UP TRUCK: USE
APPROPRIATE RATE FOR THE POWER UNIT OR THE
EQUIPMENT UTILIZED.                    TRUCK DRIVER
CLASSIFICATIONS....................................$ 44.21                  34.28
TRUCK DRIVERS: GROUP 3: DUMP TRUCKS, 8 YDS. AND
INCLUDING 24 YDS.; TRANSIT MIXERS, OVER 10 YDS.;
WATER TRUCKS, 7,000 GALS. AND OVER; JETTING TRUCKS,
7,000 GALS. AND OVER; VACUUM TRUCKS UNDER 7500
GALS. TRUCKS TOWING TILT BED OR FLAT BED PULL
TRAILERS; LOWBED HEAVY DUTY TRANSPORT; HEAVY DUTY
TRANSPORT TILLER PERSON; SELF- PROPELLED STREET
SWEEPER WITH SELF-CONTAINED REFUSE BIN; BOOM TRUCK
- HYDRO-LIFT OR SWEDISH TYPE EXTENSION OR
RETRACTING CRANE; P.B. OR SIMILAR TYPE SELF-LOADING
TRUCK; TIRE REPAIRPERSON; COMBINATION BOOTPERSON
AND ROAD OILER; DRY DISTRIBUTION TRUCK (A
BOOTPERSON WHEN EMPLOYED ON SUCH EQUIPMENT, SHALL
RECEIVE THE RATE SPECIFIED FOR THE CLASSIFICATION
OF ROAD OIL TRUCKS OR BOOTPERSON); AMMONIA NITRATE
DISTRIBUTOR, DRIVER AND MIXER; SNOW GO AND/OR PLOW
FOOTNOTES:     ARTICULATED DUMP TRUCK; BULK CEMENT
SPREADER (WITH OR WITHOUT AUGER); DUMPCRETE TRUCK;
SKID TRUCK (DEBRIS BOX); DRY PRE-BATCH CONCRETE MIX
TRUCKS; DUMPSTER OR SIMILAR TYPE; SLURRY TRUCK: USE
DUMP TRUCK YARDAGE RATE.      HEATER PLANER;
ASPHALT BURNER; SCARIFIER BURNER; INDUSTRIAL LIFT
TRUCK (MECHANICAL TAILGATE); UTILITY AND CLEAN-UP
TRUCK: USE APPROPRIATE RATE FOR THE POWER UNIT OR
THE EQUIPMENT UTILIZED.                    TRUCK
DRIVER CLASSIFICATIONS.............................$ 43.86                  34.28
TRUCK DRIVERS: GROUP 2: DUMP TRUCKS, 6 YDS. AND
UNDER 8 YDS.; TRANSIT MIXERS, THROUGH 10 YDS.;
WATER TRUCKS, UNDER 7,000 GALS.; JETTING TRUCKS,
UNDER 7,000 GALS.; SINGLE-UNIT FLAT RACK (3-AXLE
UNIT); HIGHBED HEAVY DUTY TRANSPORT; SCISSOR TRUCK;
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RUBBER-TIRED MUCK CAR (NOT SELF-LOADED);
RUBBER-TIRED TRUCK JUMBO; WINCH TRUCK AND ""A"" FRAME
DRIVERS; COMBINATION WINCH TRUCK WITH HOIST; ROAD
OIL TRUCK OR BOOTPERSON; BUGGYMOBILE; ROSS, HYSTER
AND SIMILAR STRADDLE CARRIERS; SMALL RUBBER-TIRED
TRACTOR  FOOTNOTES:     ARTICULATED DUMP TRUCK;
BULK CEMENT SPREADER (WITH OR WITHOUT AUGER);
DUMPCRETE TRUCK; SKID TRUCK (DEBRIS BOX); DRY
PRE-BATCH CONCRETE MIX TRUCKS; DUMPSTER OR SIMILAR
TYPE; SLURRY TRUCK: USE DUMP TRUCK YARDAGE RATE.
  HEATER PLANER; ASPHALT BURNER; SCARIFIER BURNER;
INDUSTRIAL LIFT TRUCK (MECHANICAL TAILGATE);
UTILITY AND CLEAN-UP TRUCK: USE APPROPRIATE RATE
FOR THE POWER UNIT OR THE EQUIPMENT UTILIZED.
             TRUCK DRIVER CLASSIFICATIONS...........$ 43.56                  34.28
TRUCK DRIVERS: GROUP 1: DUMP TRUCKS, UNDER 6 YDS.;
SINGLE UNIT FLAT RACK (2- AXLE UNIT); NIPPER TRUCK
(WHEN FLAT RACK TRUCK IS USED APPROPRIATE FLAT RACK
SHALL APPLY); CONCRETE PUMP TRUCK (WHEN FLAT RACK
TRUCK IS USED APPROPRIATE FLAT RACK SHALL APPLY);
CONCRETE PUMP MACHINE; FORK LIFT AND LIFT JITNEYS;
FUEL AND/OR GREASE TRUCK DRIVER OR FUEL PERSON;
SNOW BUGGY; STEAM CLEANING; BUS OR PERSONHAUL
DRIVER; ESCORT OR PILOT CAR DRIVER; PICKUP TRUCK;
TEAMSTER OILER/GREASER AND/OR SERVICEPERSON; HOOK
TENDER (INCLUDING LOADING AND UNLOADING); TEAM
DRIVER; TOOL ROOM ATTENDANT (REFINERIES)
FOOTNOTES:     ARTICULATED DUMP TRUCK; BULK CEMENT
SPREADER (WITH OR WITHOUT AUGER); DUMPCRETE TRUCK;
SKID TRUCK (DEBRIS BOX); DRY PRE-BATCH CONCRETE MIX
TRUCKS; DUMPSTER OR SIMILAR TYPE; SLURRY TRUCK: USE
DUMP TRUCK YARDAGE RATE.      HEATER PLANER;
ASPHALT BURNER; SCARIFIER BURNER; INDUSTRIAL LIFT
TRUCK (MECHANICAL TAILGATE); UTILITY AND CLEAN-UP
TRUCK: USE APPROPRIATE RATE FOR THE POWER UNIT OR
THE EQUIPMENT UTILIZED.                    TRUCK
DRIVER CLASSIFICATIONS..............................$ 43.26                  34.28
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WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.
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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least $13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract from May 11, 2026, through December 31, 2026. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than �SU�, �UAVG�, �SA�, or �SC� denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The �SU� identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

�SU� wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The �SA� identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the �SA� identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the

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decision can request review and reconsideration from the Wage
and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7).
Requests for review and reconsideration can be submitted via
email to dba.reconsideration@dol.gov or by mail to:
            Wage and Hour Administrator
            U.S. Department of Labor
            200 Constitution Avenue, N.W.
            Washington, DC 20210
The request should be accompanied by a full statement of the
interested party's position and any information (wage payment
data, project description, area practice material, etc.) that
the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an
interested party may appeal directly to the Administrative
Review Board (formerly the Wage Appeals Board).  Write to:
            Administrative Review Board
            U.S. Department of Labor
            200 Constitution Avenue, N.W.
            Washington, DC 20210.
================================================================
          END OF GENERAL DECISION "
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Print Form

Notice of Exemption

Appendix E

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044

County Clerk
County of: Solano
675 Texas Street, Suite 6500
Fairfield, CA 94533

From: (Public Agency): City of Benicia
250 East L Street
Benicia CA 94510
(Address)

Project Title: EAST 4TH & L AFFORDABLE HOUSING STREETSCAPE IMPROVEMENTS

Project Applicant: City of Benicia

Project Location - Specific: Northeast corner of East L Street and East Fourth Street.

Project Location - City: Benicia Project Location - County: Solano

Description of Nature, Purpose and Beneficiaries of Project:

This Project will provide much needed infrastructure improvements and upgrades designed to contribute to improved transportation safety and promote multi-modal transportation in the area, it will also improve sidewalk conditions, enhance pedestrian safety, landscaping and the overall aesthetics of the area.

Name of Public Agency Approving Project: City of Benicia

Name of Person or Agency Carrying Out Project: City of Benicia

Exempt Status: **(check one):**

- ☐ Ministerial (Sec. 21080(b)(1); 15268);
- ☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
- ☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- ☒ Categorical Exemption. State type and section number: Class I (Cal. Code Regs. tit. §15301)
- ☐ Statutory Exemptions. State code number: ______

Reasons why project is exempt:

This project is Categorically Exempt per CEQA Section 15301 (c). Section 15301(c) exempts minor alterations and maintenance of existing highways, streets, sidewalks, bicycle and pedestrian trails, and similar facilities that involve negligible or no expansion of use.

Lead Agency
Contact Person: Neil Leary Area Code/Telephone/Extension: (707) 746-4203

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? Yes No

Signature: Neil Leary Date: 7/01/2026 Title: City Engineer

▪ Signed by Lead Agency Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR: ______

AGENDA ITEM
CITY COUNCIL MEETING DATE – JULY 21, 2026
CONSENT CALENDAR

TO : City Manager

FROM : Public Works Director

SUBJECT : **APPROVAL OF SECOND AMENDMENT TO AGREEMENT WITH LARRY WALKER ASSOCIATES, INC. FOR REGULATORY SUPPORT FOR STORMWATER PERMIT COMPLIANCE**

EXECUTIVE SUMMARY:
The City entered into an agreement on July 1, 2024, with Larry Walker Associates, Inc. (LWA) to provide regulatory support for compliance with the Phase II National Pollutant Discharge Elimination System (NPDES) Small Municipal Stormwater Permit (Phase II Stormwater Permit) that regulates the City's storm water system. The amendment to the LWA agreement will assist the City in planning, developing, and implementing the requirements of the Phase II Permit and Statewide Trash Amendments, as well as planning for the Phase II Permit reissuance.

RECOMMENDATION:
Move to adopt a resolution (Attachment 1) to approve a second amendment to the agreement (Attachment 2) for regulatory support for compliance with the Phase II Stormwater Permit to Larry Walker Associates, Inc. for a not-to-exceed amount of $370,307 and authorize the City Manager to execute the amendment on behalf of the City.

BUDGET INFORMATION:
The FY26-27 Adopted Budget includes funding for this work related to regulatory compliance with the City's Stormwater permit in professional services (org/object 0108060-7011). The amount of the second amendment is $124,870. The amount of the original agreement and first amendment totaled $245,437 (Attachment 3).

BACKGROUND:
The Federal Clean Water Act and the California State Porter-Cologne Water Quality Control Act have requirements to protect and enhance water quality in watercourses. On February 5, 2013, the State Water Resources Control Board adopted the Phase II National Pollutant Discharge Elimination System Small Municipal Stormwater Permit, Water Quality Order No. 2013-0001-DWQ, General Permit No. CA S000004 (Phase II Stormwater Permit). The Phase II Stormwater Permit regulates discharges from Small Municipal Separate Storm Sewer Systems (Small MS4) and requires permittees to

implement a stormwater management program. The City of Benicia is named as a Small MS4 permittee in the Phase II Stormwater Permit.

The State was supposed to issue a new permit in 2018 but has been delayed due to several reasons. The State is expected to issue a new permit in FY26/27. At that time, we will send out a request for proposals for stormwater permit support beginning in FY 27-28.

The Phase II Stormwater Permit expired in 2018, but since a new permit has not been issued, the State requires continued implementation of all program elements that were outlined in years one through five of the original permit. For FY 26-27 the following tasks will be performed:

Program Oversight and Planning:

- Prepare for and conduct monthly meetings with City staff.
- Provide regular and as-needed updates to the stormwater coordinator and City staff.
- Review documents developed by City staff, as needed.
- Assist the City with engaging in the negotiations for Phase II Permit reissuance and planning for new permit requirements, including, but not limited to, proposed Total Maximum Daily Loads, Statewide Trash Amendments implementation and reporting, and cost reporting.
- Provide direct assistance to the City by preparing specific compliance documents, reviewing documents developed by the City, and providing compliance assistance and guidance.
- Provide direct assistance to the City by implementing the Trash Implementation Plan and maintaining a trash work plan with On-land Visual Trash Assessment results, revised maps, and other, as-needed revisions.

While some of the Phase II Stormwater Permit elements will be carried out by City employees, City staff does not possess the expertise to evaluate conformance with the complex requirements of the Phase II Stormwater Permit in developing written procedures, evaluating the City’s permitting and planning processes, and ensuring coverage of training materials. The City also does not have a Qualified Stormwater Pollution Prevention Plan Developer or Qualified Stormwater Pollution Prevention Plan Practitioner on staff, which is required by the State.

NEXT STEPS:
If the amendment is approved, LWA will carry out the activities outlined in the scope of work.

ALTERNATIVE ACTIONS:
If the City does not comply with the Phase II Stormwater Permit requirements, then the City could be fined $37,500 per day.

CEQA Analysis	This action is exempt from CEQA pursuant to Guidelines Sections 15307 (actions by regulatory agencies for protection of natural resources) and 15308 (actions by regulatory agencies for protection of the environment) because the contracted services are to support implementation of the NPDES permit requirements that protect natural resources and the environment.

ATTACHMENTS:

1. Resolution - Amendment to Agreement with Larry Walker Associates, Inc.
2. Second Amendment to Agreement – Larry Walker Associates, Inc.
3. Original Agreement and First Amendment to Agreement – Larry Walker Associates, Inc.

For more information contact: Danielle Martinez, Public Works Director
Phone: 707-746-4240
E-mail: PW@ci.benicia.ca.us

RESOLUTION NO. 26-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA APPROVING A SECOND AMENDMENT TO AGREEMENT WITH LARRY WALKER ASSOCIATES, INC. FOR REGULATORY SUPPORT FOR STORMWATER PERMIT COMPLIANCE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AMENDMENT ON BEHALF OF THE CITY

WHEREAS, the Federal Clean Water Act and the California State Porter-Cologne Water Quality Control Act have requirements to protect and enhance water quality in watercourses. On February 5, 2013, the State Water Resources Control Board adopted the Phase II National Pollutant Discharge Elimination System Small Municipal Stormwater Permit, Water Quality Order No. 2013-0001-DWQ, General Permit No. CA S000004 (Phase II Stormwater Permit); and

WHEREAS, the Phase II Stormwater Permit regulates discharges from Small Municipal Separate Storm Sewer Systems (Small MS4) and requires permittees to implement a stormwater management program. The City of Benicia is named as a Small MS4 permittee in the Phase II Stormwater Permit; and

WHEREAS, on July 1, 2024, the City entered into an agreement with Larry Walker Associates, Inc. to develop a comprehensive stormwater plan; and

WHEREAS, due to the need for technical expertise, the City requires additional support from Larry Walker Associates, Inc. to implement permit requirements; and

WHEREAS, on July 21, 2026, an amendment to agreement was entered into with Larry Walker Associates, Inc. for regulatory support for compliance with the City's Stormwater Permit; and

WHEREAS, the scope of work in the amendment includes the tasks for FY 26-27 for a total cost proposal of $124,870; and

WHEREAS, a second amendment to agreement with Larry Walker Associates, Inc. is necessary to provide continued support for the State mandated Stormwater Permit for a not-to-exceed amount of $370,307.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Benicia does hereby approve the second amendment to consultant agreement with Larry Walker Associates, Inc. to provide additional project support for the Stormwater Permit and authorizes the City Manager to execute said amendment to agreement.

*****

On motion of Council Member , seconded by Council Member , the above Resolution was adopted by the City Council of the City of Benicia at a regular meeting of said Council held on the 21st day of July 2026 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

____
Steve Young, Mayor

Attest:

____
Lisa Wolfe, City Clerk

____
Date

Contract ID #25-032A2

SECOND AMENDMENT TO AGREEMENT

This SECOND Amendment of the Agreement, entered into July 21, 2026, by and between the City of Benicia, a municipal corporation (hereinafter "CITY") and Larry Walker Associates, a Corporation , with its primary office located at 1480 Drew Ave., Suite 100, Davis, CA 95618, (hereinafter "CONTRACTOR"), is made with reference to the following:

1. Recitals

A. On July 1, 2024, an agreement identified as Contract ID # 25-032 was entered into by and between CITY and CONTRACTOR, ("Agreement"); and

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

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

2. Amendments

2.1. Term of Agreement

Term of Agreement paragraph of the Agreement is modified to: conclude on June 30, 2027.

2.2. Compensation

Compensation paragraph of the Agreement is modified to: This contract is being increased in the amount of $124,870, for a new total amount not to exceed $370,307.

2.3. End of Amendments

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

IN WITNESS WHEREOF, the parties hereto have caused the modification of Agreement to be executed on July 21, 2026.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day first mentioned above.

"Larry Walker Associates" By: Sandra Mathews Digitally signed by Sandra Mathews Date: 2026.07.08 18:25:46 -07'00'

Its: Vice President

"City" By:____________________________

Its:____________________________

"City Attorney" By:____________________________

Its: City Attorney

CITY OF BENICIA

Phase II Stormwater Permit: Scope of Work for General Support and Program Oversight

Larry Walker Associates (LWA) will provide programmatic oversight and general regulatory support to the City of Benicia (City) in connection with the National Pollutant Discharge Elimination System Phase II General Permit for Small Municipal Separate Storm Sewer Systems (Order No. 2013-0001-DWQ), hereafter Phase II Permit. The following Scope of Services will assist the City in planning, developing, and implementing the requirements of the Phase II Permit and Statewide Trash Amendments, as well as planning for the Phase II Permit reissuance. This scope amends the scope defined in the consultant contract pursuant to Provision 7, Amendments.

Services to be provided under this scope of work are anticipated to begin July 1, 2026, and go through the end of the fiscal year, June 30, 2027. The expected tasks and deliverables are described below. Individual task budgets described in this scope may be reallocated between tasks with City approval. In the conduct of any field work, LWA will not act in a health and safety advisory role for City staff or its consultants.

Task 1. Program Oversight and Planning

Under this task, LWA will provide direct guidance and assistance to City staff responsible for drafting and developing program implementation documents. LWA will meet with staff and provide review of documents. LWA will track schedules and provide status updates to the City's stormwater program manager. Work will include:

- Preparing for and conducting meetings with City staff (approximately once every month).
  - Meetings will typically be held via conference call or may be held in person if needed.
- Providing regular and as-needed updates to the stormwater coordinator and City staff.
- Reviewing documents developed by City staff, as needed.
- Assisting the City with engaging in the negotiations for Phase II Permit reissuance and planning for new permit requirements, including, but not limited to, proposed Total Maximum Daily Loads (TMDLs), Statewide Trash Amendments implementation and reporting, and cost reporting.

Task 2. As-Needed Tasks

Under this task, LWA will provide direct assistance to the City by preparing specific compliance documents, reviewing documents developed by the City, and providing compliance assistance and guidance.

Task 3. Trash Implementation Support

Under this task, LWA will provide direct assistance to the City by updating the Trash Implementation Plan or creating a trash work plan with on-land visual trash assessment (OVTA) results, revised maps, and other, as-needed revisions. Additionally, LWA will assist with the tracking and reporting of the City's trash control actions. LWA will conduct three OVTAs annually. This effort assumes three full days of combined walking/driving assessments.

Amendments

The following tasks are expected to occur during the period of July 2026 through June 2027, and the level of effort for each task has been estimated. As needed, the tasks may be modified, and budget/effort shifted upon mutual agreement of the City and LWA. **Amendment to Exhibit A** provides a summary of the tasks that the City may need assistance completing during Permit Year 14. **Amendment to Exhibit B** provides the budget estimate for this work.

Amendment to Exhibit A for Permit Year 14

July 2026 – June 2027 Tasks

Task Description
1. Program Oversight and Planning
Participate status and strategic planning meetings with City staff (every month, 12 meetings)
Participate in Phase II Permit reissuance negotiations and preparation for TMDLs
2. As-Needed Tasks
E.7.a Assist with developing and updating outreach materials and strategy (pesticides, construction, etc.)
E.7.b Assist with updating and providing P2 and GH training refreshers
E.7.b Assist with updating and providing construction training refreshers
E.9.b Conduct priority outfall monitoring
E.10 & E.12 Assist with providing guidance on construction and post construction requirements
E.11. Assist with updating and finalizing guidance, policies, and programs for municipal operations
E.11.d Assist with updating the Corporation Yard SWPPP
E.14.a Develop the City's Effectiveness Assessment Report
E.16 Assist with SMARTS Annual Report preparation and review
3. Trash Implementation Support
Assist with updating the Trash Implementation Plan and tracking and reporting trash control actions
Conduct on-land visual trash assessments (OVTAs)

Amendment to Exhibit B for Permit Year 14

July 2026 – June 2027 Budget Estimate

Task	Task Description	Vice President	Senior Scientist/ Engineer II	Senior Scientist/ Engineer I	Scientist/ Engineer II-A	Scientist/ Engineer II-B	Scientist/ Engineer I-A	Scientist/ Engineer I-B	Scientist/ Engineer I-C	Graphic Designer	Contract Administrator	Total Hours	Total Labor Costs	Other Direct Costs	Total Costs
	Hourly Rates	$349	$295	$274	$253	$226	$206	$180	$153	$145	$158				
1	Program Oversight and Planning														
	Participate in status and strategic planning meetings with City staff (assumes 12 meetings)	6	24								3	33	$9,648		$9,648
	Participate in Phase II Permit reissuance negotiations and preparation for TMDLs	12	24								4	40	$11,900		$11,900
2	As-Needed Tasks														
E.7.a	Assist with developing and updating outreach materials and strategy (pesticides, construction, etc.)		4				8			8	1	21	$4,146		$4,146
E.7.b	Assist with updating and providing P2 and GH training refreshers		8	8			4				1	21	$5,534	$75	$5,609
E.7.b	Assist with updating and providing construction training refreshers		8	8			4				1	21	$5,534	$75	$5,609
E.9.b	Conduct priority outfall monitoring		2	8				30	24		3	67	$12,328	$6,000	$18,328
E.10 & E.12	Assist with providing guidance on construction and post construction requirements	4	2	4							1	11	$3,240		$3,240
E.11	Assist with updating and finalizing guidance, policies, and programs for municipal operations	2	16			8	8				2	36	$9,190		$9,190
E.11.d	Assist with updating the Corporatation Yard SWPPP		4	8				16			1	29	$6,410		$6,410
E.14.a	Develop the City's Effectiveness Assessment Report		8		6			16			2	32	$7,074		$7,074
E.16	Assist the City with SMARTS Annual Report preparation and review		8									8	$2,360		$2,360
3	Trash Implementation Support														
Trash	Assist with updating the Trash Implementation Plan and tracking and reporting trash control actions	2	40	6				24			5	77	$19,252		$19,252
Trash	Conduct on-land visual trash assessments (OVTAs) (3x annually)		8			40	40	8			5	101	$21,870	$235	$22,105
	TOTAL	**26**	**156**	**42**	**6**	**48**	**64**	**94**	**24**	**8**	**29**	**497**	**$118,486**	**$6,384**	**$124,870**

LARRY WALKER
ASSOCIATES

Rate Schedule

July 1, 2026 - June 30, 2027

CLASSIFICATIONS/HOURLY

Administrative	$84
Contract Administrator	$158
AR/AP Manager	$158
Graphic Designer	$145
Project Level I-C	$153
Project Level I-B	$180
Project Level I-A	$206
Project Level II-B	$226
Project Level II-A	$253
Senior I	$274
Senior II	$295
Associate I	$310
Associate II	$331
Vice President	$349
Executive Vice President	$357
Senior Executive	$368
President	$368

REIMBURSABLE COSTS

TRAVEL

Local Mileage	Current IRS Rate
Transportation	Actual Expense
Auto Rental	Actual Expense
Fares	Actual Expense
Room	Actual Expense
Subsistence/Per Diem Meals [1]	Current GSA Rate
Breakfast • Lunch • Dinner • Incidentals	Current GSA Rate

REPORT REPRODUCTION & COPYING

Per Color Copy, In-House	$0.89
Per Black and White Copy, In-House	$0.08
Per Binding, In-House	$1.95
Special Postage and Express Mail	Actual Expense
Third-Party Material Preparation	Actual Expense
Other Direct Costs	Actual Expense

DAILY EQUIPMENT RENTAL

Single Parameter Meters & Equipment	$30.00
Digital Flow Meter	$60.00
Multi-Parameter Field Meters & Sondes	$100.00
RTK-GPS, River Surveyor, Tracer Study Equipment	$250.00
Multi-Parameter Continuous Remote Sensing	$40.00
Field Rig (Field Vehicle and All Equipment)	$200.00

SUBCONTRACTORS

Subcontracted Services	Actual Expense Plus 10% Fee

1 Charged when overnight lodging is required. U.S. General Services Administration rates are specified by location of work at gsa.gov. Rates above are in U.S. dollars and represent standard billing rates for the 2026–2027 fiscal year.

Contract ID # 25-032

PROFESSIONAL SERVICES AGREEMENT

($50,000 OR MORE)

BETWEEN

CITY OF BENICIA AND

Larry Walker Associates

This Professional Services Agreement (the "Agreement") is dated July 1, 2024, and is by and between the City of Benicia, a political subdivision of the State of California ("City") and Larry Walker Associates, located at 1480 Drew Ave., Suite 100, Davis, CA 95618, a California Corporation, licensed to do business in California, ("Consultant") relating to Storm Water Program Support (“Services").

Recitals

WHEREAS, City wishes to retain Consultant to provide Storm Water Program Support and related services;

WHEREAS, Consultant was selected by means of City's consultant selection process, and represents that they possess all necessary training, licenses and permits to perform the services required by City as set forth in this Agreement, and that their performance of such services will conform to the standard of practice consistent with a firm having experience, expertise and skill in performing professional services of like nature and complexity working on similar, successfully completed projects;

WHEREAS, Government Code section 53060 permit the City to enter into agreements for professional temporary services with individuals specially trained, licensed, experienced and competent to perform those services; and

WHEREAS, the services proposed in this Agreement are professional and temporary in nature.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, stipulated and agreed, the parties agree as follows:

1. Agreement

1.1. Definitions

Where any word or phrase defined below, or a pronoun used in place thereof, is used in any part of this Agreement, it shall have the meaning herein set forth.

A. **Agreement:** This Agreement consists of this Agreement, together with all attachments and appendices and other documents incorporated herein by reference.

B. **Consultant:** Larry Walker Associates

C. **City:** City of Benicia

D. **Project:** Storm Water Program Support, 25-032

E. **Services:** All work, labor, materials and services required under the terms and conditions of this Agreement, provided pursuant to the terms and conditions of this Agreement, including without limitation architectural, engineering, building information modeling, coordination, and administrative services. Services that may be required, dependent on Project needs, are further described in the appendices.

F. **Subconsultants:** Consultant's subconsultants, contractors and subcontractors, of any tier.

1.2. Term of Agreement

A. This Agreement will conclude on June 30, 2025, unless it is extended in accordance with paragraph B below.

B. This Agreement may be extended by mutual agreement of the parties hereto. Any extension shall be in written form, signed by both parties, and shall specify the length of the extension and compensation.

1.3. Services Consultant Agrees to Perform

A. Consultant shall perform all Services described in Attachment A, and provide all Deliverables described in Attachment A, attached hereto and incorporated by reference as though fully set forth herein.

B. Consultant may recover compensation for extended services as set forth in Attachment A, in conformance with the City's Purchasing Policy and Benicia Municipal Code.

C. Should the progress of the Services under this Agreement at any time fall behind schedule for any reason other than Excusable Delays, Consultant shall apply such additional manpower and resources as necessary without Additional Services Compensation to bring progress of the Services under this Agreement back on schedule and consistent with the standard of professional skill and care required by this Agreement. Time is of the essence in the performance of this Agreement. Excusable Delays include acts of God, acts of the public enemy, and delays beyond Consultant's reasonable control as determined at the sole discretion of City.

1.4. Compensation

A. City shall compensate Consultant according to the policies and procedures established by City. Compensation shall not exceed **$122,540** dollars without a fully approved and executed contract amendment or change order.

B. Billing will occur upon completion of work. Payment is expected within 30 days. Consultant has the option to invoice for services or reimbursables no more than once a month. Payment shall be in accordance with the project-specific scope of work for work performed, not a retainer or equal monthly payments. Statement will generally describe the services performed and applicable rate or rates. Statements for reimbursement should include a reasonable itemization of requested compensation.

C. City shall not incur any charges under this Agreement, nor shall any payments become due to Consultant for any payment period on the Project, until City receives all deliverables required under Attachment A, for the payment period (if any) and reasonably accepts such deliverables as meeting the requirements of this Agreement. In cases where Consultant has partially completed one or more deliverables due during a payment period, and if Consultant demonstrates diligent progress thereon, then City may make a partial progress payment based upon percentage completion of the partially completed deliverables and diligent progress but taking into account any adverse impacts upon City. City shall not be liable for, and Consultant shall not be entitled to, any payment for Services performed before this Agreement's execution.

D. City will not withhold entire payment if a questioned amount is involved, but will issue payment in the amount of the total invoice less any questioned amount(s). City will make payment for questioned amount(s) upon City's receipt of any requested documentation verifying the claimed amount(s) and City's determination that the amount is due under the terms of this Agreement. City shall advise Consultant, in writing, within 15 calendar days of receipt of the requested documentation. Final payment will be made when all Services required under this Agreement have been completed to the reasonable satisfaction of City including, without limitation, Consultant's transmittal of all deliverables to City required by Attachment A, and Services Consultant Agrees to Perform.

E. Invoices furnished by Consultant under this Agreement must be in a form acceptable to City. All amounts paid by City to Consultant shall be subject to audit by City. Payment shall be made by City to Consultant at the address stated in Section 1.6, Qualified Personnel below.

F. City may set off against payments due Consultant under this Agreement any sums that City determines that Consultant owes to City because of their errors, omissions, breaches of this Agreement, delays or other acts that caused City monetary damages. Prior to exercising such right, City must demand and attend mediation pursuant to Disputes: Paragraph C below of this Agreement, to be attended by City, Consultant, and any applicable insurance carriers; such mediation to occur within 30 calendar days of demand. If the parties cannot agree upon the time, place, and mediator, within one week of the City's demand, then the Solano City Superior Court may upon application by any party make such selection for the parties. If a party other than City refuses to mediate under this Compensation: Paragraph E, then City shall have satisfied its obligations under this Paragraph.

1.5. Maximum Costs

A. City's obligation hereunder shall not at any time exceed the amount approved by City for payment to the Consultant pursuant to the terms of this Agreement.

B. Except as may be provided by applicable law governing emergency conditions, City has not authorized its City Council, supervisors, employees, officers and agents to request Consultant to perform Services or to provide materials, equipment and supplies that would result in Consultant performing Services or providing materials, equipment and supplies that exceed the scope of the Services, materials, equipment and supplies agreed upon in the Agreement unless the City amends the Agreement in writing and approves the amendment as required by law to authorize the additional Services, materials, equipment or supplies.

C. City shall not reimburse Consultant for Services, materials, equipment or supplies provided by Consultant beyond the scope of the Services, materials, and office equipment and supplies agreed upon in the Agreement and unless approved by a written amendment to the Agreement having been executed and approved in the same manner as this Agreement.

1.6. Qualified Personnel

For purposes of this Agreement, except for notices specified under Notices to the Parties below, City and Consultant shall direct all communications to each other as follows:

City:
Neil Leary
Deputy Public Works Director/City Engineer
City of Benicia
250 E L Street
Benicia, CA 94510
Phone: (707) 746-4203
Email: nleary@ci.benicia.ca.us

Consultant:
Sandra Mathews
Vice President
1480 Drew Ave., Suite 100, Davis, CA 95618

Phone: 510-883-9873

Email: sandym@lwa.com

Services under this Agreement shall be performed only by qualified, competent personnel under the supervision of and/or in the employment of Consultant. Consultant shall conform with City's reasonable requests regarding assignment of personnel, but all personnel, including those assigned at City's request, shall be supervised by Consultant.

Consultant agrees that professional personnel assigned to the Project will be those listed in Attachment A, and by this reference incorporated herein, and that the listed personnel will continue their assignments on the Project during the entire term of this Agreement. It is recognized that the listed personnel may in the future cease to be employed by Consultant and because of the termination of such employment no longer able to provide Services. However, Consultant agrees that replacement of any of the listed personnel during the Agreement period shall only be with other professional personnel who have equivalent experience and shall require the prior written approval of City, which shall not be unreasonably withheld. Any costs associated with replacement of personnel shall be borne exclusively by Consultant.

Consultant agrees that should the above personnel not continue their assignments on the Project during the entire term of this Agreement, then Consultant shall not charge City for the cost of training or "bringing up to speed" replacement personnel. City may condition its reasonable approval of substitution personnel upon a reasonable transition period wherein new personnel will learn the Project and get up to speed at Consultant's cost.

1.7. Representations

A. Consultant represents that it has reviewed Attachment A, and that in its professional judgment the Services to be performed under this Agreement can be performed for a fee within the maximum amount set forth in the Compensation Schedule of $122,540 and within the times specified for each individual Project.

B. Consultant represents that it is qualified to perform the Services and it possesses, and will continue to possess at its sole cost and expense, the necessary licenses and/or permits required to perform the Services or will obtain such licenses and/or permits prior to time such licenses and/or permits are required. Consultant also represents that it has knowledge of, and will comply with, all applicable building codes, laws, regulations and ordinances.

C. Consultant represents that it possesses all necessary training, licenses and permits to perform the Services and that its performance of the Services will conform to the standards of practice of a professional having experience and expertise in performing professional services of like nature and complexity of the Services working on similar, successfully completed projects.

D. The granting of any progress payment by City, or the receipt thereof by Consultant, or any inspection, review, approval or oral statement by any representative of City or any other governmental entity, shall in no way waive or limit the obligations in this Representations or lessen the liability of Consultant for unsatisfactory Services, including but not limited to cases where the defective or below standard Services may not have been apparent or detected at the time of such payment, inspection, review or approval.

1.8. Indemnification and General Liability

A. To the fullest extent allowed by law (including without limitation California Civil Code Sections 2782 and 2782.8), Consultant shall defend, indemnify, and hold harmless City, its officers, City Council, directors, officials, agents employees, and volunteers(collectively “Indemnitees”) from and against any and all claims, suit, action, loss, cost, damage, injury (including, without limitation, economic harm, injury to or death of an employee of Consultant or its Subconsultants) expense and liability of every kind, nature, and description, at law or equity, that to the extent arises out of, pertain to, or relate to (including without limitation, incidental and consequential damages, court costs, attorneys’ fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) any negligence, recklessness, or willful misconduct of Consultant, any Subconsultant, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities"). Such obligations to defend, hold harmless and indemnify an Indemnitee shall not apply to the extent that such Liabilities are caused in whole or in part by the sole negligence active negligence, or willful misconduct of such Indemnitee but shall apply to all other Liabilities.

B. Consultant shall defend (including providing legal counsel reasonably acceptable to City at no cost to City), indemnify and hold harmless the Indemnitees from all loss, cost, damage, expense, suit, liability or claims, in law or in equity, including attorneys' fees, court costs, litigation expenses and fees of expert consultants or expert witnesses, that may at any time arise for any infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark or any other proprietary right of any person or persons in consequence of the use by City, or any of the other Indemnitees, of articles or Services to be supplied in the performance of this Agreement.

1.9. Liability of City

A. Except as provided in Attachment A, City's obligations under this Agreement shall be limited to the payment of the compensation provided for in Services Consultant Agrees to Perform, Compensation, and Maximum Costs of this Agreement.

B. Notwithstanding any other provision of this Agreement, in no event shall City be liable, regardless of whether any claim is based on contract, tort or otherwise, for any special, consequential, indirect or incidental damages, lost profits or revenue, arising out of or in connection with this Agreement, the Services, or the Project.

C. City shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Consultant, or by any of its employees, even though such equipment be furnished, rented or loaned to Consultant by City. The acceptance or use of such equipment by Consultant or any of its employees shall be construed to mean that Consultant accepts full responsibility for and shall exonerate, indemnify, defend and save harmless City from and against any and all claims for any damage or injury of any type, including attorneys' fees, arising from the use, misuse or failure of such equipment, whether such damage be to the Consultant, its employees, City employees or third parties, or to property belonging to any of the above.

D. Nothing in this Agreement shall constitute a waiver or limitation of any right or remedy, whether in equity or at law, which City or Consultant may have under this Agreement or any applicable law. All rights and remedies of City or Consultant, whether under this Agreement or other applicable law, shall be cumulative.

1.10. Independent Contractor; Payment of Taxes and Other Expenses

A. Consultant shall be deemed at all times to be independent contractors and shall be wholly responsible for the manner in which Consultant perform the Services required by the terms of this Agreement. Consultant shall be fully liable for the acts and omissions of it their Subconsultants, employees and agents.

B. Nothing contained herein shall be construed as creating an employment, agency or joint venture relationship between City and Consultant. Consultant acknowledge that neither they nor any of their employees or agents shall, for any purpose whatsoever, be deemed to be City employees, and shall not be entitled to receive any benefits conferred on City employees, including without limitation workers' compensation, pension, health, insurance or other benefits.

C. Consultant shall be solely responsible for payment of any required taxes, including California sales and use taxes, city business taxes and United States income tax withholding and social security taxes, levied upon this Agreement, the transaction, or the Services delivered pursuant hereto.

D. Consultant shall make its designated representative available as much as reasonably possible to City staff during the City's normal working hours or as otherwise requested by City. Terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of Consultant's Services only and not as to the means by which such a result is obtained.

1.11. Insurance

Prior to execution of this Agreement, Consultant shall furnish to City Certificates of Insurance showing satisfactory proof that it maintains the insurance required by this Contract as set forth in the **Insurance Requirements Section,** which are included and made a part of this Agreement. Consultant shall maintain all required insurance throughout the term of this Agreement and as otherwise provided in the Insurance Requirements. In the event Consultant fails to maintain any required insurance, City may (but is not obligated to) purchase such insurance and deduct or retain premium amounts from any sums due Consultant under this Agreement (or Consultant shall promptly reimburse City for such expense).

1.12. Suspension of Services

A. City may, without cause, order Consultant to suspend, delay or interrupt Services pursuant to this Agreement, in whole or in part, for such periods of time as City may determine in its sole discretion. City shall deliver to Consultant written notice of the extent of the suspension at least seven (7) calendar days before the commencement thereof. Suspension shall be treated as an Excusable Delay and Consultant shall be compensated for such delay to the extent provided under this Agreement.

B. Notwithstanding anything to the contrary contained in this Suspension of Services, no compensation shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by a cause for which Consultant is responsible.

1.13. Termination of Agreement for Cause

A. If at any time City believes Consultant may not be adequately performing their obligations under this Agreement, that Consultant may fail to complete the Services as required by this Agreement, or that City has provided written notice of observed deficiencies in Consultant's performance, City may request from Consultant prompt written assurances of performance and a written plan, acceptable to City, to correct the observed deficiencies in Consultant's performance ("Cure Plan"). The Cure Plan must include, as applicable, evidence of necessary resources, correction plans, Subconsultant commitments, schedules and recovery schedules, and affirmative commitments to correct the asserted deficiencies, must meet all applicable requirements and show a realistic and achievable plan to cure the breach. Consultant shall provide such written assurances and Cure Plan within ten (10) calendar days of the date of notice of written request. Consultant acknowledges and agrees that any failure to provide written assurances and Cure Plan to correct observed deficiencies, in the required time, is a material breach under this Agreement.

B. Consultant shall be in default of this Agreement and City may, in addition to any other legal or equitable remedies available to City, terminate Consultant's right to proceed under the Agreement, in whole or in part, for cause:

1. Should Consultant make an assignment for the benefit of creditors, admit in writing its inability to pay its debts as they become due, file a voluntary petition in bankruptcy, be adjudged a bankrupt or insolvent, file a petition or answer seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future statute, law, or regulation, file any answer admitting or not contesting the material allegations of a petition filed against Consultant in any such proceeding, or seek, consent to, or acquiesce in, the appointment of any trustee, receiver, custodian or liquidator of Consultant or of all or any substantial part of the properties of Consultant, or if Consultant, its directors or shareholders, take action to dissolve or liquidate Consultant; or

2. Should Consultant commit a material breach of this Agreement and not cure such breach within ten (10) calendar days of the date of notice from City to Consultant demanding such cure; or, if such failure is curable but not curable within such ten (10) day period, within such period of time as is reasonably necessary to accomplish such cure. (In order for Consultant to avail themselves of this time period in excess of ten (10) calendar days, Consultant must provide City within the ten (10) calendar day period a written Cure Plan acceptable to City to cure said breach, and then Consultant must diligently commence and continue such cure according to the written Cure Plan); or

3. Should Consultant violate or allow a violation of any valid law, statute, regulation, rule, ordinance, permit, license or order of any governmental agency in effect at the time of performance of the Services and applicable to the Project or Services and does not cure such

violation within ten (10) calendar days of the date of the notice from City to Consultant demanding such cure; or, if such failure is curable but not curable within such ten (10) calendar day period, within such period of time as is reasonably necessary to accomplish such cure. (In order for Consultant to avail themselves of this time period in excess of ten (10) calendar days, Consultant must provide City within the ten (10) calendar day period a written Cure Plan acceptable to City to cure said breach, and then Consultant must diligently commence and continue such cure according to the written Cure Plan.)

C. In the event of termination by City as provided herein for cause:

1. City shall compensate Consultant for the value of the Services delivered to City upon termination as determined in accordance with the Agreement, subject to all rights of offset and back charges, but City shall not compensate Consultant for its costs in terminating the Services or any cancellation charges owed to third parties.

2. Consultant shall deliver to City possession of all tangible aspects of the Services in their then condition including, but not limited to, all copies (electronic, CAD, and PDF format, and hard copy) of designs, engineering, Project records, cost data of all types, drawings and specifications and contracts with vendors and Subconsultants, and all other documentation associated with a Project, and all supplies and aids dedicated solely to performing Services which, in the normal course of the Services, would be consumed or only have salvage value at the end of the Services period.

3. Consultant shall remain fully liable for the failure of any Services completed and drawings and specifications provided through the date of such termination to comply with the provisions of the Agreement. The provisions of this Paragraph shall not be interpreted to diminish any right that City may have to claim and recover damages for any breach of this Agreement, but rather, Consultant shall compensate City for all loss, cost, damage, expense, and/or liability suffered by City as a result of such termination and failure to comply with the Agreement, including without limitation City's costs incurred in connection with finding a replacement.

D. In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience pursuant to Termination of Agreement of Convenience below, and Consultant shall have no greater rights than they would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by Consultant.

1.14. Termination of Agreement for Convenience

A. City may terminate performance of the Services under the Agreement in accordance with this Termination of Agreement for Convenience in whole, or from time to time in part, whenever City shall determine that termination is in the City's best interests. Termination shall be effected by City delivering to Consultant, at least seven (7) calendar days prior to the effective date of the termination, a Notice of Termination ("Notice of Termination") specifying the extent to which performance of the Services under the Agreement is terminated.

B. After receipt of a Notice of Termination, and except as otherwise directed by City, Consultant shall:

1. Stop Services under the Agreement on the date and to the extent specified in the Notice of Termination;
2. Place no further orders or subcontracts (including agreements with Subconsultants) for materials, Services, or facilities except as necessary to complete the portion of the Services under the Agreement which is not terminated;
3. Terminate all orders and subcontracts to the extent that they relate to performance of Services terminated by the Notice of Termination;
4. Assign to City in the manner, at times, and to the extent directed by City, all right, title, and interest of Consultant under orders and subcontracts so terminated. City shall have the right, in its discretion, to settle or pay any or all claims arising out of termination of orders and subcontracts;
5. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with approval or ratification of City to the extent City may require. City's approval or ratification shall be final for purposes of this clause;
6. Transfer title and possession of Consultant's and their Subconsultants' work product to City, and execute all required documents and take all required actions to deliver in the manner, at times, and to the extent, if any, directed by City, completed and uncompleted designs and specifications, Services in process, completed Services, supplies, and other material produced or fabricated as part of, or acquired in connection with performance of, Services terminated by the Notice of Termination; City acknowledges that said documents were prepared for the purpose of the Project.
7. Complete performance of any part of the Services that were not terminated by the Notice of Termination; and
8. Take such action as may be necessary, or as City may direct, for the protection and preservation of property related to this Agreement which is in Consultant's possession and in which City has or may acquire an interest.

C. After receiving a Notice of Termination, Consultant shall submit to City a termination claim, in the form and with the certification City prescribes. The claim shall be submitted promptly, but in no event later than three months from the effective date of the termination, unless one or more extensions in writing are granted by City upon Consultant's written request made within such three-month period or authorized extension. However, if City determines that facts justify such action, it may receive and act upon any such termination claim at any time after such three-month period or extension. If Consultant fails to submit the termination claim within the time allowed, City may determine, on basis of information available to it, the amount, if any, due to Consultant because of the termination. City shall then pay to Consultant the amount so determined.

D. Subject to provisions of Termination of Agreement for Convenience: Paragraph C above, Consultant and City may agree upon the whole or part of the amount or amounts to be paid to Consultant because of any termination of Services under this Paragraph. The amount or amounts may include a reasonable allowance for profit on Services done. However, such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total Agreement price as reduced by the amount of payments otherwise made and as further reduced by the Agreement price of Services terminated. The Agreement may be amended accordingly, and Consultant shall be paid the agreed amount.

E. If Consultant and City fail, under Termination of Agreement for Convenience: Paragraph D above, to agree on the whole amount to be paid to Consultant because of termination of Services under this Agreement for Convenience: Paragraph E, then Consultant's entitlement to compensation for Services specified in the Agreement which are performed before the effective date of Notice of Termination, shall be the total (without duplication of any items) of:

   1. Reasonable value of Consultant's Services performed prior to Notice of Termination, based on Consultant's entitlement to compensation under Attachment A, Payments to Consultant. Such amount or amounts shall not exceed the total Agreement price as reduced by the amount of payments otherwise made and as further reduced by the Agreement value of Services terminated. Deductions against such amount or amounts shall be made for deficiently performed Services, rework caused by deficiently performed Services, cost of materials to be retained by Consultant, amounts realized by sale of materials, and for other appropriate credits against cost of Services. Such amount or amounts may include profit, but not in excess of ten (10) percent of Consultant's total costs of performing the Services.

   2. When, in opinion of City, the cost of any item of Services is excessively high due to costs incurred to remedy or replace defective or rejected Services (including having to re-perform Services), reasonable value of Consultant's Services will be the estimated reasonable cost of performing Services in compliance with the requirements of the Agreement, and any excessive actual cost shall be disallowed.

   3. Reasonable cost to Consultant of handling material returned to vendors, delivered to City or otherwise disposed of as directed by City.

F. Except as provided in this Agreement, in no event shall City be liable for costs incurred by Consultant (or Subconsultants) after receipt of a Notice of Termination. Such non-recoverable costs include, but are not limited to, anticipated profits on the Agreement or subcontracts, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, costs of preparing and submitting claims or proposals, attorney's fees or other costs relating to prosecution of the claim or a lawsuit, pre-judgment interest, or any other expense that is not reasonable or authorized under Agreement for Convenience: Paragraph E above.

G. This Paragraph shall not prohibit Consultant from recovering costs necessary to discontinue further Services under the Agreement as provided for in Agreement for Convenience: Paragraph B above or costs authorized by City to settle claims from Subconsultants.

H. In arriving at amounts due Consultant under this Agreement for Convenience, there shall be deducted:

1. All unliquidated advance or other payments on account theretofore made to Consultant, applicable to the terminated portion of Agreement,

2. Any substantiated claim that City may have against Consultant in connection with this Agreement, and

3. The agreed price for, or proceeds of sale of, any materials, supplies, or other things kept by Consultant or sold under the provisions of this Agreement for Convenience, and not otherwise recovered by or credited to City.

I. If the termination for convenience hereunder is partial, before settlement of the terminated portion of this Agreement, Consultant may file with City a request in writing for equitable adjustment of price or prices specified in the Agreement relating to the portion of this Agreement that is not terminated. City may, but shall not be required to, agree on any such equitable adjustment. Nothing contained herein shall limit the right of City and Consultant to agree upon amount or amounts to be paid to Consultant for completing the continued portion of the Agreement when the Agreement does not contain an established price for the continued portion. Nothing contained herein shall limit City's rights and remedies pursuant to this Agreement or at law.

1.15. Conflicts of Interest/Other Agreements

A. Consultant represents that it is familiar with Section 1090 and Section 87100, et seq., of the Government Code of the State of California, the Conflict of Interest Code, Resolution 06-23, adopted by the City on October 3, 2006, and that it does not know of any facts that constitute a violation of those sections.

B. Consultant represents that it has completely disclosed to City all facts bearing upon any possible interests, direct or indirect, which Consultant believes any member of City, or other officer, agent or employee of City or any department presently has, or will have, in this Agreement, or in the performance thereof, or in any portion of the profits thereunder. Willful failure to make such disclosure, if any, shall constitute ground for termination of this Agreement by City for cause. Consultant shall comply with the City's conflict of interest codes and their reporting requirements.

C. Consultant covenants that it presently has no interest, and during the term of this Agreement shall not have any interest, direct or indirect, that would conflict in any manner with the performance of Services required under this Agreement. Without limitation, Consultant represents to and agrees with the City that Consultant has no present, and in the future during the term of this Agreement will not have any, conflict of interest between providing the City the Services hereunder and any interest Consultant may presently have, or will have in the future, with respect to any other person or entity (including, but not limited to, any federal or state wildlife, environmental or regulatory agency) that has any interest adverse or potentially adverse to the City, as determined in the reasonable judgment of the City.

1.16. Proprietary or Confidential Information of City; Publicity

A. Consultant acknowledges and agrees that, in the performance of the Services under this Agreement or in the contemplation thereof, Consultant may have access to private or confidential information that may be owned or controlled by City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to City. Consultant agrees that all private, confidential, or proprietary information disclosed by City to or discovered by Consultant in the performance of the Services shall be held in strict confidence and used only in performance of the Agreement. Consultant shall exercise the same standard of care to protect such information as a reasonably prudent Consultant would use to protect its own proprietary data and shall not accept employment adverse to the City's interests where such confidential information could be used adversely to the City's interests. Consultant shall notify the City immediately in writing if it is requested to disclose any information made known to or discovered by Consultant during the performance of or in connection with the Services pursuant to this Agreement.

B. Any publicity or press releases with respect to the Project or Services shall be under the City's sole discretion and control. Consultant shall not discuss the Services, the Project, or matters pertaining thereto, with the public press, representatives of the public media, public bodies or representatives of public bodies, without City's prior written consent. Consultant shall have the right, however, without City's further consent, to include representations of Services among Consultant's promotional and professional material, and to communicate with persons or public bodies where necessary to perform under this Agreement.

C. The provisions of this Proprietary of Confidential Information of City; Publicity shall remain fully effective indefinitely after termination of Services to the City hereunder.

1.17. Notices to the Parties

A. All notices (including requests, demands, approvals or other communications other than ordinary course Project communications) under this Agreement shall be in writing and shall include the word "NOTICE" in the subject line.

B. Notice shall be sufficiently given for all purposes as follows:

1. When personally delivered to the recipient, notice is effective on delivery.
2. When mailed by certified mail with return receipt requested, notice is effective on receipt if delivery is confirmed by a return receipt.
3. When delivered by reputable delivery service, with charges prepaid or charged to the sender's account, notice is effective on delivery if delivery is confirmed by the delivery service.
4. Notice by facsimile or electronic mail shall not be allowed or constitute "Notice" under this Notice to the Parties.

C. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be considered to be effective as of the first date that the notice was refused, unclaimed, or considered undeliverable by the postal authorities, messenger, or overnight delivery service,

D. Addresses for the purpose of giving notice are set forth in Qualified Personnel: Paragraph A above. Either party may, by written notice given at any time or from time to time require subsequent notices to be given to another individual person, whether a party or an officer or a representative, or to a different address or fax number, or both, by giving the other party notice of the change in any manner permitted by this Notice to the Parties.

1.18. Record Keeping and Audit Requirements

A. Consultant shall keep such full and detailed accounting records as are necessary for proper financial management of the Project. Consultant shall maintain a complete and current set of all books and records relating to the construction of the Project. City shall be entitled, upon forty-eight (48) hour written notice, to inspect all books, records, and accounts kept by Consultant relating to the work contemplated by this Contract. Within 90 calendar days after Final Completion, Consultant shall deliver to City those records necessary for City to perform a financial audit of the Project ("Final Audit").

B. Invoice and progress/final reports and all required audit reports shall be submitted to City in a timely manner.

C. Maintain adequate fiscal and Project books, records, documents, and other evidence pertinent to Consultant's work on the Project in accordance with generally accepted accounting principles. Adequate supporting documentation shall be maintained in such detail so as to permit tracing transactions from the invoices to the financial statement, to the accounting records, and to the supporting documentation. These records shall be maintained for a period of three years after Final Completion of the Project, and shall be subject to examination and/or audit by City or designees, state government auditors or designees.

D. Make such books, records, supporting documentations, and other evidence available to City or designees, their designated representatives, during the course of the Project and for a period of three years after Final Completion of the Project, and provide suitable facilities for access, monitoring, inspection, and copying thereof. Further, Consultant agrees to include a similar right of City to audit records and interview staff in any subcontract related to the performance of this Contract.

1.19. Subcontracting/Assignment/City Employees

A. Consultant and City agree that Consultant's unique talents, knowledge and experience form a basis for this Agreement and that the Services to be performed by Consultant under this Agreement are personal in character. Therefore, Consultant shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder unless approved by City in a written instrument executed and approved by the City in writing. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Subcontracting/Assignment/City Employees: Paragraph A shall confer no rights on any party and shall be null and void.

B. Consultant shall not employ or engage, or attempt to employ or engage, any person who is or was employed by City or any department thereof at any time that this Agreement is in effect, and for a period of two years after the termination of this Agreement or the completion of the Services, without the written consent of City.

1.20. Other Obligations

A. Discrimination, Equal Employment Opportunity and Business Practices. Consultant shall not discriminate against any employee or applicant for employment, nor against any Subconsultant or applicant for a subcontract, because of race, color, religious creed, age, gender, actual or perceived sexual orientation, national origin, disability as defined by the ADA (as defined below) or veteran's status. To the extent applicable, Consultant shall comply with all federal, state and local laws (including, without limitation, City ordinances, rules and regulations) regarding non-discrimination, equal employment opportunity, affirmative action and occupational-safety-health concerns, shall comply with all applicable rules and regulations thereunder, and shall comply with same as each may be amended from time to time.

B. Drug-Free Workplace Policy. Consultant acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on City premises. Consultant agrees that any violation of this prohibition by Consultant, its employees, agents or assigns shall be deemed a material breach of this Agreement.

C. Compliance with Americans with Disabilities Act and Rehabilitation Act. Consultant acknowledges that, pursuant to the Americans with Disabilities Act ("ADA"), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Consultant shall provide the Services specified in this Agreement in a manner that complies with the standard of care established under this Agreement regarding the ADA and any and all other applicable federal, state and local disability rights legislation. Consultant agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Consultant, its employees, agents or assigns shall constitute a material breach of this Agreement. Consultant shall comply with §504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.

D. Violation of Non-Discrimination Provisions. Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Consultant to penalties, including but not limited to: (a) termination of this Agreement; (b) disqualification of the Consultant from bidding on or being awarded a City contract for a period of up to 3 years; (c) liquidated damages of $2,500 per violation; and/or (d) imposition of other appropriate contractual and civil remedies and sanctions. To effectuate the provisions of this section, the City shall have the authority to examine Consultant's employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Consultant under this Agreement or any other agreement between Consultant and City. Consultant shall report to the City the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 calendar days of such filing, provided that within such 30 days such entity has not notified Consultant that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Consultant shall provide City with a copy of their response to the complaint when filed.

1.21. Disputes

A. Should any question arise as to the meaning and intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to the Project Manager and a principal of the Consultant who shall attempt, in good faith, to resolve the dispute. Such referral shall be initiated by written request from either party, and a meeting between the

Project Manager and principal of the Consultant shall then take place within five (5) calendar days of the date of the request.

B. Provided that City continues to compensate Consultant in accordance with this Agreement, Consultant shall continue its Services throughout the course of any and all disputes. Nothing in this Agreement shall allow Consultant to discontinue Services during the course of any dispute. Consultant's failure to continue Services during any and all disputes shall be considered a material breach of this Agreement Consultant agrees that the existence or continued existence of a dispute does not excuse performance under any provision of this Agreement including, but not limited to, the time to complete the Services. Consultant also agrees that should Consultant discontinue Services due to a dispute or disputes, City may terminate this Agreement for cause as provided herein.

C. In the event of claims exceeding $50,000, as a precondition to commencing litigation, the parties shall first participate in non-binding mediation pursuant to the construction mediation procedures of JAMS (Judicial Arbitration and Mediation Services), in Benicia, California, before a mediator mutually agreeable to the parties, and in the event the parties are unable to agree, selected by a judge of the Solano City Superior Court from an approved list of JAMS qualified construction mediators. The parties may initially agree to engage in discovery prior to mediation. Should parties proceed with discovery, they shall follow the procedures prescribed in the California Code of Civil Procedure, Section 201 9, et seq., and discovery so conducted shall apply in any subsequent litigation as if conducted in that litigation.

1.22. Agreement Made in California; Venue

A. This Agreement shall be deemed to have been executed in the City of Benicia, County of Solano. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California, excluding its conflict of laws rules. The exclusive venue for all disputes or litigation arising out of this Agreement shall be in the Superior Court of the County of Solano unless the parties agree otherwise in a written amendment to this Agreement.

1.23. Compliance with Laws

A. Consultant shall comply with the Standard of Care in the interpretation and application of all applicable laws in the performance of the Services, regardless of whether such laws are specifically stated in this Agreement and regardless of whether such laws are in effect on the date hereof. Consultant shall comply with all security requirements imposed by authorities with jurisdiction over any Project, and will provide all information, work histories and/or verifications as requested by such authorities for security clearances or compliance.

B. Consultant represents that all plans, drawings, specifications, designs and any other product of the Services will comply with all applicable laws, codes and regulations and be consistent with the Standard of Care.

1.24. Miscellaneous

A. All section and paragraph captions are for reference only and shall not be considered in construing this Agreement.

B. As between the parties to this Agreement: as to all acts or failures to act by either party to this Agreement, any applicable statute of limitations shall commence to run on the date of issuance by City of the final Certificate for Payment, or termination of this Agreement, whichever is earlier. This Miscellaneous: Paragraph B shall not apply to latent defects as defined by California law or negligence claims, as to which the statute of limitations shall commence to run on discovery of the defect and its cause. However, the applicable statutes of repose, California Code of Civil Procedure, Sections 337.1 and 337.15, shall continue to apply.

C. Any provisions or portion thereof of this Agreement that is prohibited by, unlawful or unenforceable under any applicable law of any jurisdiction, shall as to such jurisdiction be ineffective without affecting other provisions of this Agreement. If the provisions of such applicable law may be waived, they are hereby waived to the end that this Agreement may be deemed to be a valid and binding agreement enforceable in accordance with its terms. If any provisions or portion thereof of this Agreement are prohibited by, unlawful, or unenforceable under any applicable law and are therefore stricken or deemed waived, the remainder of such provisions and this Agreement shall be interpreted to achieve the goals or intent of the stricken or waived provisions or portions thereof to the extent such interpretation is consistent with applicable law. In dispute resolution arising from this Agreement, the fact finder shall receive detailed instructions on the meaning and requirements of this Agreement.

D. Either party's waiver of any breach, or the omission or failure of either party, at any time, to in force in force any right reserved to it, or to require performance of any of the terms, covenants, conditions or other provisions of this Agreement, including the timing of any such performance, shall not be a waiver of any other right to which any party is entitled, and shall not in any way affect, limit, modify or waive that party's right thereafter to in force or compel strict compliance with every term, covenant, condition or other provision hereof, any course of dealing or custom of the trade or oral representations notwithstanding.

E. Except as expressly provided in this Agreement, nothing in this Agreement shall operate to confer rights or benefits on persons or entities not party to this Agreement. Time is of the essence in the performance of this Agreement.

F. Consultant acknowledges that Consultant, and all Subconsultants hired by Consultant to perform services under this Agreement, are aware of and understand the Immigration Reform and Control Act ("IRCA"). Consultant is and shall remain in compliance with the IRCA and shall ensure that any Subconsultants hired by Consultant to perform services under this Agreement are in compliance with the IRCA. In addition, Consultant agrees to indemnify, defend and hold harmless the City, its agents, officers and employees, from any liability, damages or causes of action arising out of or relating to any claims that Consultant's employees, or the employees of any Subconsultant hired by Consultant, are not authorized to work in the United States for Consultant or its Subconsultant and/or any other claims based upon alleged RCA violations committed by Consultant or Consultant's Subconsultant(s).

1.25. Entire Agreement; Modifications

A. The Agreement, and any written modification to the Agreement, shall represent the entire and integrated Agreement between the parties hereto regarding the subject matter of this Agreement and shall constitute the exclusive statement of the terms of the parties' Agreement. The Agreement, and any written modification to the Agreement, shall supersede any and all prior negotiations, representations or agreements, either written or oral, express or implied, that relate in any way to the subject matter of this Agreement or written modification, and the parties represent and agree that they are entering into this Agreement and any subsequent written modification in sole reliance upon the information set forth in the Agreement or written modification and the parties are not and will not rely on any other information. All prior negotiations, representations or agreements, either written or oral, express or implied, that relate in any way to the subject matter of this Agreement, shall not be admissible or referred to hereafter in the interpretation or enforcement of this Agreement.

B. To the extent this Agreement conflicts with the terms of any proposal, invoice, or other document submitted to or by either party, the terms of this Agreement shall control.

C. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved by a fully authorized representative of City, Consultant expressing such an intention in the case of a modification or by the party waiving in the case of a waiver.

D. Consultant, in any price proposals for changes in the Services that increase the Agreement amount, or for any additional Services, shall break out and list its costs and use percentage markups. Consultant shall require their Subconsultants (if any) to do the same, and the Subconsultants' price proposals shall accompany Consultant's price proposals.

E. Consultant and its Subconsultants shall, upon request by City, permit inspection of all original unaltered Agreement bid estimates, subcontract Agreements, purchase orders relating to any change, and documents substantiating all costs associated with all cost proposals.

F. Changes in the Services made pursuant to this Entire Agreement; Modifications and extensions of the Agreement time necessary by reason thereof shall not in any way release Consultant's representations and agreements pursuant to this Agreement.

G. Whenever the words "as directed", "as required", "as permitted", or words of like effect are used, it shall be understood as the direction, requirement, or permission of City. The words "approval", "acceptable", "satisfactory", or words of like import, shall mean approved by, or acceptable to, or satisfactory to City, unless otherwise indicated by the context.

2. Insurance Requirements

2.1. INSURANCE REQUIREMENTS

This is an Appendix to and made a part of and incorporated by reference to the Agreement dated July 1, 2024, by and between Larry Walker Associates, hereinafter referred to as "Consultant", and the City of Benicia, hereinafter referred to as "City", providing for professional services.

2.2. 1. Consultant's Duty to Show Proof of Insurance

Consultant, in order to protect City and its City Council members, officials, agents, officers, and employees against all claims and liability for death, injury, loss and damage as a result of Consultant's acts, errors, or omissions in connection with the performance of Consultant's obligations, as required in this Agreement, shall secure and maintain insurance as described below. Consultant shall not perform any work under this Agreement until Consultant has obtained all insurance required under this section and the required certificates of insurance and all required endorsements have been filed with the City's authorized insurance tracking platform. Receipt of evidence of insurance that does not comply with all applicable insurance requirements shall not constitute a waiver of the insurance requirements set forth herein. The required documents must be signed by the authorized representative of the insurance company shown on the certificate. Upon request, Consultant shall supply proof that such person is an authorized representative thereof and is authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon, Consultant shall promptly deliver to City a certificate of insurance, and all required endorsements, with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the term specified herein. Such certificates and endorsements shall be delivered to City prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof if so requested. Consultant shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any claim by Consultant or City as an additional insured.

2.3. Insurance Requirements: Commercial General Liability Insurance

Commercial General Liability Insurance including, but not limited to, Contractual Liability Insurance (specifically concerning the indemnity provisions of this Agreement with the City), Products-Completed Operations Hazard, liability for slander, false arrest and invasion of privacy arising out of professional services rendered hereunder, Personal Injury (including bodily injury and death), and Property Damage for liability arising out of Consultant's performance of services under this Agreement. The Commercial General Liability insurance shall contain no exclusions or limitation for independent contractors working on the behalf of the named insured. Consultant shall maintain the Products-Completed Operations Hazard coverage for the longest period allowed by law following termination of this Agreement. The amount of said insurance coverage required by this Agreement shall be the policy limits, which shall be at least two million dollars ($2,000,000) each occurrence and four million dollars ($4,000,000) aggregate.

2.4. Business Automobile Liability Insurance

Automobile Liability Insurance against claims of Personal Injury (including bodily injury and death) and Property Damage covering any vehicle and/or all owned, leased, hired and non-owned vehicles used in the performance of Services pursuant to this Agreement with coverage equal to the policy limits, which shall be at least two million dollars ($2,000,000) each occurrence.

2.5. Workers' Compensation Insurance

Consultant shall submit written proof that Consultant is insured against liability for workers' compensation in accordance with the provisions of section 3700 of the California Labor Code. Consultant shall require any Subconsultants to provide workers' compensation for all of the Subconsultants' employees, unless the Subconsultants' employees are covered by the insurance afforded by Consultant. If any class of employees engaged in work or services performed under this Agreement is not covered by California Labor Code section 3700, Consultant shall provide and/or require each Subconsultant to provide adequate insurance for the coverage of employees not otherwise covered. Consultant shall also maintain employer's liability insurance with limits of one million dollars ($1,000,000) for bodily injury or disease.

2.6. Professional Liability Insurance

Professional Liability (Errors and Omissions) Insurance, for liability arising out of, or in connection with, all negligent acts, errors or omissions in connection with services to be provided under this Agreement, with no exclusion for claims of one insured against another insured, with coverage equal to the policy limits, which shall not be less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate.

2.7. Self-Insured Retention

Any self-insured retentions in excess of $100,000 must be declared on the Certificate of insurance or other documentation provided to City and must be approved by the City Risk Manager.

2.8. Claims-Made Basis Coverage

If any of the insurance coverages required under this Agreement is written on a claims-made basis, Consultant, at Consultant's option, shall either (i) maintain said coverage for at least five (5) years following the termination of this Agreement with coverage extending back to the effective date of this Agreement; (ii) purchase an extended reporting period of not less than five (5) years following the termination of this Agreement; or (iii) acquire a full prior acts provision on any renewal or replacement policy.

2.9. Insurance terms and conditions:

3.1 Cancellation of Insurance

The above stated insurance coverages required to be maintained by Consultant shall be maintained until the completion of all of Consultant's obligations under this Agreement except as otherwise indicated herein. Each insurance policy supplied by Consultant shall not be suspended, voided, cancelled or reduced in coverage or in limits except after ten (10) days written notice by Consultant in the case of non-payment of premiums, or thirty (30) days written notice in all other cases. This notice requirement does not waive the insurance requirements stated herein. Consultant shall immediately obtain replacement coverage for any insurance policy that is terminated, canceled, non-renewed, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.

3.2 All insurance shall be issued by a company, or companies admitted to do business in California and listed in the current "Best's Key Rating Guide" publication with a minimum rating of A-; VII Any exception to these requirements must be approved by the City Risk Manager.

3.3 If Consultant is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, Consultant shall provide coverage equivalent to the insurance coverages and endorsements required above. The City will not accept such coverage unless the City determines, in its sole discretion and by written acceptance, that the coverage proposed to be provided by Consultant is equivalent to the above-required coverages.

3.4 For any claims related to the Agreement, the Consultant’s insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant’s insurance and shall not contribute with it.

3.5 Insurance coverages in the minimum amounts set forth herein shall not be construed to relieve Consultant for any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude the City from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.

3.6 Failure by Consultant to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by Consultant. City, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, City may purchase such required insurance coverage, and without further notice to Consultant, City shall deduct from sums due to Consultant any premiums and associated costs advanced or paid by City for such insurance. If the balance of monies obligated to Consultant pursuant to this Agreement are insufficient to reimburse City for the premiums and any associated costs, Consultant agrees to reimburse City for the premiums and pay for all costs associated with the purchase of said insurance. Any failure by City to take this alternative action shall not relieve Consultant of its obligation to obtain and maintain the insurance coverages required by this Agreement.

3.7 Should any of the required insurance (other than errors and omissions insurance) be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defenses costs be included in such general aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limit specified above.

3.8 City may (but is under no obligation to) secure project-specific insurance, wrap-up insurance, or administer an owner-controlled insurance program ("OCIP"), in which case Consultant and its subconsultants shall communicate this fact to their insurance carriers and request that the risk of this project be excluded from their practice policies. Consultant's fees under this Agreement (and the fee of its subconsultants under subconsultant agreements) shall be reduced by the amount of insurance premiums that may be avoided by Consultant and its subconsultants by virtue of the City's obtaining the project-specific insurance, wrap-up insurance or administering an OCIP, and the exclusion of this project from coverage of Consultant's and subconsultants policies. Construction Manager and its subconsultants shall afford City access to their books and records and cooperate with City in verifying the amount of savings realized.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day first mentioned above.

"Larry Walker Associates"

By: Sandra Mathews Digitally signed by Sandra Mathews Date: 2024.09.09 10:57:50 -07'00'

Its: Vice President

"City"

By: DocuSigned by: Mario Giuliani 9/11/2024 9FA31784A98E490...

Its: City Manager

"City Attorney"

By: Signed by: Ben Stock 9/10/2024 3294F30F0AD74E3...

Its: City Attorney

Contract ID #25-032A1

FIRST AMENDMENT TO AGREEMENT

This FIRST Amendment of the Agreement, entered into September 16, 2025, by and between the City of Benicia, a municipal corporation (hereinafter "CITY") and Larry Walker Associates, a Corporation , with its primary office located at 1480 Drew Ave., Suite 100, Davis, CA 95618, (hereinafter "CONTRACTOR"), is made with reference to the following:

1. Recitals

A. On July 1, 2024, an agreement identified as Contract ID # 25-032 was entered into by and between CITY and CONTRACTOR, ("Agreement"); and

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

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

2. Amendments

2.1. Term of Agreement

Term of Agreement paragraph of the Agreement is modified to: conclude on June 30, 2026.

2.2. Compensation

Compensation paragraph of the Agreement is modified to: This contract is being increased in the amount of $122,897, for a new total amount not to exceed $245,437.

2.3. End of Amendments

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

IN WITNESS WHEREOF, the parties hereto have caused the modification of Agreement to be executed on September 16, 2025.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day first mentioned above.

"Larry Walker Associates"	By: Sandra Mathews Digitally signed by Sandra Mathews Date: 2025.08.27 16:13:16 -07'00'
	Its: Vice President
"City"	By: DocuSigned by: Mario Giuliani 9/22/2025 9FA31784A98E490...
	Its: City Manager
"City Attorney"	By: Signed by: Ben Stock 9/19/2025 3294F30F0AD74E3...
	Its: City Attorney

AGENDA ITEM
CITY COUNCIL MEETING DATE – JULY 21, 2026
CONSENT CALENDAR

TO : City Manager

FROM : Public Works Director

SUBJECT : **ACCEPTANCE OF MILITARY WEST PEDESTRIAN BRIDGE AS COMPLETE, AUTHORIZING THE CITY MANAGER TO SIGN THE NOTICE OF COMPLETION, AUTHORIZING THE CITY CLERK TO FILE SAME WITH THE SOLANO COUNTY RECORDER'S OFFICE**

EXECUTIVE SUMMARY:

The Military West Pedestrian Bridge, Project No. 23-04 (Project) included construction of a new single-span prefabricated steel bridge over Military West at the Mary Farmar Elementary School, reinforced concrete bridge abutments, cast-in-drilled-hole pier foundations, reinforced concrete deck, segmental retaining wall systems, hot mix asphalt and concrete pathways, fencing, grading and site preparation. The original project budget was $1,698,576.70 adopted in Resolution Number 25-56 on May 21, 2025. Construction is now complete.

RECOMMENDATION:

Adopt a resolution (Attachment 1) accepting the contract change orders (Exhibit A), accepting the Military West Pedestrian Bridge, Project No. 23-04 as complete, authorizing the City Manager to sign the Notice of Completion (Attachment 2), authorizing the City Clerk to file said notice with the Solano County Recorder.

BUDGET INFORMATION:

The construction budget was $1,698,576.70 (including contingency), adopted via Resolution No. 25-56 on May 21, 2025, with an increase to the contingency approved through Resolution No. 25-122 on October 21, 2025. $50,000 was from construction to design to cover a shortfall in the project budget. The final construction cost, including nine (9) change orders, is $1,601,540.28. Sufficient budget for this Project is available for the closeout from Account No. 5348090-7403 (Pedestrian Bridge - Construction).

Construction Costs	
Original Construction Costs	$ 1,498,706.35
Change Order 1	$ -
Change Order 2	$ -
Change Order 3	$ 18,000.38
Change Order 4	$ 16,680.00
Change Order 5	$ 35,890.00
Change Order 6	$ 3,045.50
Change Order 7	$ 16,280.00
Change Order 8	$ 2,047.00
Change Order 9	$ 10,891.05
Final Construction Cost Total	**$ 1,601,540.28**

BACKGROUND:
On January 31, 2023, a waste collection vehicle, operated by Republic Services, struck the pedestrian bridge across Military West near Mary Farmar Elementary School, severely damaging the structure. Once inspections were concluded, it was determined that the structure was unsafe and was demolished by February 3, 2023.

On December 18, 2023, Council approved procurement of a prefabricated bridge from BCS Fabrication and a Notice of Exemption under the California Environmental Quality Act (CEQA) for the Project.

On December 17, 2024, the Benicia City Council approved in closed session a settlement agreement with Republic Services where Republic Services agreed to pay a total amount of $2.5 million to fund the bridge replacement and related costs.

On May 21, 2025, the Benicia City Council approved a construction contract with Leonida Builders, Inc. with a not to exceed amount of $1,648,576.70, which included construction and 10% construction contingency.

On October 21, 2025, the Benicia City Council via Resolution 25-122 approved an increase in contingency by $50,000, for a total not to exceed contract amount of $1,698,576.70. Although the work was generally progressing without major issues, unforeseen site conditions prompted this request for additional contingency to accommodate potential change orders.

The Project consists of constructing a new single span prefabricated steel bridge over Military West at the Mary Farmar Elementary School, reinforced concrete bridge abutments, cast-in drilled hole pier foundations, reinforced concrete deck, segmental retaining wall systems, hot mix asphalt and concrete pathways, fencing, grading and site preparation. Project construction began in July 2025 and was substantially completed at the end of October 2025.

NEXT STEPS:
If the Council adopts the resolution, the City Manager will sign the Notice of Completion, which the City Clerk will file with the Solano County Recorder.

ALTERNATIVE ACTIONS:
None.

CEQA Analysis	15302(b). REPLACEMENT OR RECONSTRUCTION Class 2 consists of replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced

ATTACHMENTS:

1. Resolution – Acceptance of Military West Pedestrian Bridge Project
   Exhibit A – Summary of Contract Change Orders
2. Notice of Completion

For more information contact: Danielle Martinez, Public Works Director
Phone: 707-746-4240
E-mail: PW@ci.benicia.ca.us

RESOLUTION NO. 26-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA ACCEPTING MILITARY WEST PEDESTRIAN BRIDGE AS COMPLETE, AUTHORIZING THE CITY MANAGER TO SIGN THE NOTICE OF COMPLETION, AUTHORIZING THE CITY CLERK TO FILE SAME WITH THE SOLANO COUNTY RECORDER'S OFFICE

WHEREAS, on May 21, 2025, the City Council adopted Resolution No. 25-56 awarding the construction contract for the Military West Pedestrian Bridge, Project No. 23-04 to Leonida Builders, Inc. with a contract value of $1,498,706.35, with a 10% construction contingency of $149,870.35; and

WHEREAS, on October 21, 2025, the City Council adopted Resolution No. 25-122 authorizing an additional $50,000 in construction contingency for a total construction budget of $1,698,576.70; and

WHEREAS, a list of project change orders is attached as Exhibit A and these project change orders increased the contract value by $102,833.43; and

WHEREAS, the final, total construction cost is $1,601,540.28; and

WHEREAS, Leonida Builders, Inc. has completed the work in accordance with the plans and specifications and to the satisfaction of the City Engineer; and

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Benicia does hereby accept the Military West Pedestrian Bridge, Project No. 23-04 as complete, for a total construction cost of $1,601,540.28.

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to sign the Notice of Completion and the City Clerk is authorized to file said Notice with the Solano County Recorder.

*****

On motion of Council Member , seconded by Council Member , the above Resolution was adopted by the City Council of the City of Benicia at a regular meeting of said Council held on the 21st day of July 2026 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

____
Steve Young, Mayor

Attest:

____
Lisa Wolfe, City Clerk

____
Date

Exhibit A
Summary of Contract Change Orders
[see next page]

EXHIBIT A—SUMMARY OF CONTRACT CHANGE ORDERS

Contract Change Order No.	Description	Amount
1	Change in plans	$ 0
2	Change in sheet #22	$ 0
3	Additional grading	$ 18,000.38
4	Demolition to existing flatwork; Install new curb, sidewalk and handrail	$ 16,680.00
5	Change northern pathways from HMA to concrete	$ 35,890.00
6	Change fence heights at two locations	$ 3,045.50
7	Crack fill and slurry seal of existing HMA pathway	$ 16,280.00
8	Supply and install bridge signs	$ 2,047.00
9	Remove and replace chain link fence	$ 10,891.05
	Total Amount Approved by this Resolution:	**$ 102,833.43**

Recorded at the request of:
CITY OF BENICIA

After recording return to:
CITY OF BENICIA
ATTN: CITY CLERK'S OFFICE
250 EAST L STREET
BENICIA, CA 94510

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

1. The City of Benicia, 250 East L Street, Benicia, CA, 94510, is the owner of the construction project described as:

   Military West Pedestrian Bridge Replacement and Barrier Removal Project (City Project No. 23-04)

   Nature of title as stated owner: In Fee.

2. A Capital Improvements Project known as the Benicia Military West Pedestrian Bridge Replacement and Barrier Removal Project, constructed at Military West across Mary Farmar Elementary School, 901 Military W, Benicia, CA 94510, was completed in the amount of **$1,601,540.28** and accepted by the City Council of the City of Benicia on July 21, 2026.

3. The name of the contractor for the improvement is **Leonida Builders, Inc. of Acton, CA.**

CITY OF BENICIA

Dated: ____________________

By: ____________________________
Mario Giuliani, City Manager

Attest:

____
Lisa Wolfe, City Clerk

The undersigned, being duly sworn, says: that she is the person signing the above document; that she has read the same and knows the contents thereof, and that the facts stated therein are true, under penalty of perjury.

____
Lisa Wolfe, City Clerk

AGENDA ITEM
CITY COUNCIL MEETING DATE – JULY 21, 2026
CONSENT CALENDAR

TO : City Manager

FROM : Public Works Director

SUBJECT : **ACCEPTANCE OF THE 2025 CITYWIDE PAVEMENT REHABILITATION AND BICYCLE/PEDESTRIAN IMPROVEMENTS PROJECT AS COMPLETE, AUTHORIZING THE CITY MANAGER TO SIGN THE NOTICE OF COMPLETION, AUTHORIZING THE CITY CLERK TO FILE SAME WITH THE SOLANO COUNTY RECORDER'S OFFICE**

EXECUTIVE SUMMARY:
The 2025 Citywide Pavement Rehabilitation and Bicycle/Pedestrian Improvements Project (Project) included asphalt treatment, pavement repair, striping and bicycle/pedestrian improvements. The construction budget was $2,881,850.88 adopted in Resolution Number 25-78 and Resolution Number 25-108. Construction was completed in March 2026 with a final construction cost of $2,869,248.47.

RECOMMENDATION:
Adopt a resolution (Attachment 1) accepting the contract change orders (Exhibit A), accepting the 2025 Citywide Pavement Rehabilitation and Bicycle/Pedestrian Improvements Project Nos. 22-04, 22-21, and 23-01 as complete, authorizing the City Manager to sign the Notice of Completion (Attachment 2), authorizing the City Clerk to file said notice with the Solano County Recorder.

BUDGET INFORMATION:
The original construction budget was $2,455,850.88 (including contingency), adopted via Resolution No. 25-78 on June 17, 2025. The construction contingency amount was increased by $426,000.00 via Resolution No. 25-108 on September 16, 2025, to include additional paving locations, bringing the total construction budget to $2,881,850.88. The final construction cost, including 11 change orders, is $2,869,248.47. Sufficient budget for this Project is available for the closeout from Account No. 3118095-7403 (Capital Roads).

Bid Items	$2,298,746.00
Change Order No. 1	$166,136.80
Change Order No. 2	$294,765.60
Change Order No. 3	$33,300.00
Change Order No. 4	$2,000.00
Change Order No. 5	$11,046.44
Change Order No. 6	$41,027.83
Change Order No. 7	$7,349.47
Change Order No. 8	$100,740.01
Change Order No. 9	$15,834.62
Change Order No. 10	$3,529.45
Change Order No. 11	($105,227.75)
Final Construction Cost	**$2,869,248.47**

BACKGROUND:
The Project consisted of pavement rehabilitation including asphalt treatment, pavement repair, and striping along approximately 1.1 miles of Military West/East between East Second Street and Mary Farmar Elementary School entrance driveway.

The Project also included Bicycle and Pedestrian safety improvements including installation of concrete sidewalks, curb and gutter, curb ramps with warning surfaces, high visibility crosswalks, RRFBs, signing and striping, and drainage improvements at various locations throughout the City.

The project scope was expanded after bidding to include Park Road from Elm Street to Bayshore Road, a segment of Reservoir Road, and a segment of the 600 block of East J Street.

The contractor was Terocons Inc. of San Francisco, CA.

NEXT STEPS:
If the Council adopts the resolution, the City Manager will sign the Notice of Completion, which the City Clerk will file with the Solano County Recorder.

ALTERNATIVE ACTIONS:
None.

CEQA Analysis	This Project is categorically exempt from the California Environmental Quality Act (CEQA) per Section 15301 (c), which exempts the operation, repair, maintenance of existing roadways, permitting, licensing, or minor alteration of existing facilities involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination.

ATTACHMENTS:

1. Resolution – Acceptance of 2025 Citywide Pavement Rehabilitation and Bicycle/Pedestrian Improvements Project
   Exhibit A – Summary of Contract Change Orders
2. Notice of Completion

For more information contact: Danielle Martinez, Public Works Director
Phone: 707-746-4240
E-mail: PW@ci.benicia.ca.us

RESOLUTION NO. 26-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA ACCEPTING THE 2025 CITYWIDE PAVEMENT REHABILITATION AND BICYCLE/PEDESTRIAN IMPROVEMENTS PROJECT AS COMPLETE, AUTHORIZING THE CITY MANAGER TO SIGN THE NOTICE OF COMPLETION, AUTHORIZING THE CITY CLERK TO FILE SAME WITH THE SOLANO COUNTY RECORDER'S OFFICE

WHEREAS, on June 17, 2025, the City Council adopted Resolution No. 25-78 awarding the construction contract for the 2025 Citywide Pavement Rehabilitation and Bicycle/Pedestrian Improvements Project, Project Nos. 22-04, 22-21, and 23-01 to Terocons, Inc. in the amount of $2,135,522.50, which included a 15% construction contingency of $320,328.38; and

WHEREAS, on September 16, 2025, the City Council adopted Resolution No. 25-108 increasing the project contingency by $426,000.00 to accommodate an expanded project scope; and

WHEREAS, the final, total project budget was $2,881,850.88; and

WHEREAS, the final, total project cost was $2,869,248.47; and

WHEREAS, a summary of project change orders is attached as Exhibit A; and

WHEREAS, Terocons, Inc. has completed the work in accordance with the plans and specifications and to the satisfaction of the City Engineer; and

WHEREAS, project savings of $12,602.41 will be returned to fund source(s) of the project revenue.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Benicia does hereby accept the 2025 Citywide Pavement Rehabilitation and Bicycle/Pedestrian Improvements Project, Project Nos. 22-04, 22-21, and 23-01 as complete, for a total project cost of $2,869,248.47.

BE IT FURTHER RESOLVED that the project savings of $12,602.41 shall be returned to the fund source(s) of the project revenue to Account No. 3118095-7403 (Capital Roads).

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to sign the Notice of Completion and the City Clerk is authorized to file said Notice with the Solano County Recorder.

*****

On motion of Council Member , seconded by Council Member , the above Resolution was adopted by the City Council of the City of Benicia at a regular meeting of said Council held on the 21st day of July 2026 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

____
Steve Young, Mayor

Attest:

____
Lisa Wolfe, City Clerk

____
Date

Exhibit A
Summary of Contract Change Orders
[see next page]

EXHIBIT A—SUMMARY OF CONTRACT CHANGE ORDERS

Contract Change Order No.	Description	Amount
1	Park Rd. & Reservoir Rd. Dig Outs and Wedge Grinding	$166,136.80
2	Park Rd. Paving	$294,765.60
3	E J St. Paving	$ 33,300.00
4	Detector Loops	$ 2,000.00
5	Concrete Collars at Utilities & Signs	$ 11,046.44
6	Retaining Wall Extension and Drainage Modifications	$ 41,027.83
7	RRFB Foundation Modification	$ 7,349.47
8	Park Rd., Reservoir Rd., W 7th St. Striping	$100,740.01
9	Shoulder Backing at Park Rd.	$ 15,834.62
10	Curb Painting	$ 3,529.45
11	Balancing Change Order	($105,227.75)
Total Amount Approved by this Resolution:		**$569,392.87**

Recorded at the request of:
CITY OF BENICIA

After recording return to:
CITY OF BENICIA
ATTN: CITY CLERK'S OFFICE
250 EAST L STREET
BENICIA, CA 94510

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

1. The City of Benicia, 250 East L Street, Benicia, CA, 94510, is the owner of the construction project described as:

   2025 Citywide Pavement Rehabilitation and Bicycle/Pedestrian Improvements Project

   Nature of title as stated owner: In Fee.

2. A Capital Improvements Project known as the 2025 Citywide Pavement Rehabilitation and Bicycle/Pedestrian Improvements Project, constructed at various locations in the City of Benicia, CA 94510 was completed in the amount of **$2,869,248.47** and accepted by the City Council of the City of Benicia on July 21, 2026.

3. The name of the contractor for the improvement is **Terocons Inc. of San Francisco, CA.**

CITY OF BENICIA

Dated: ____________________

By: ___________________________
Mario Giuliani, City Manager

Attest:

____
Lisa Wolfe, City Clerk

The undersigned, being duly sworn, says: that she is the person signing the above document; that she has read the same and knows the contents thereof, and that the facts stated therein are true, under penalty of perjury.

____
Lisa Wolfe, City Clerk

AGENDA ITEM
CITY COUNCIL MEETING DATE – JULY 21, 2026
CONSENT CALENDAR

TO : City Manager

FROM : Public Works Director

SUBJECT : **ACCEPTANCE OF THE WATER TREATMENT PLANT MISCELLANEOUS MECHANICAL IMPROVEMENT PROJECT**

EXECUTIVE SUMMARY:
The Water Treatment Plant Miscellaneous Mechanical Improvement Project (Project), Project No. 22-09, Munis Project No. 820039, is complete. City Council's acceptance, including filing of a Notice of Completion, is requested in order to close out the Project and release the 5% retention payment to the contractor.

RECOMMENDATION:
Adopt a resolution (Attachment 1), accepting the contract change orders (Exhibit A), accepting the Project, Project No. 22-09, as complete, authorizing the City Manager to sign the Notice of Completion (Attachment 2) and authorizing the City Clerk to file said notice with the Solano County Recorder.

BUDGET INFORMATION:
The construction budget was $1,305,600 (including contingency), adopted via Resolution No. 25-27 on February 18, 2025. The final construction cost, including three change orders, is $1,284,240. Sufficient budget for this Project is available for the closeout from Account No. 760-8021-7435 (Major Water Capital – Infrastructure)

Construction Costs		
	Original Construction Cost (Corcus)	$1,088,000.00
	Change Order 1	$44,253.00
	Change Order 2 (no cost)	$0.00
	Change Order 3	$151,987.00
	Final Construction Cost Total	**$1,284,240.00**

BACKGROUND:
The Project consisted of addressing a wide range of facility issues which included replacement of failed piping underneath the operations building, backwash valve and meter replacement, sedimentation basin isolation from direct filtration process, sedimentation basin slide gate repair, filter slide gate replacement, minor structural

repairs to the Raw Diversion Structure, slide gate modifications and replacement at the Raw Water Diversion Structure.

Construction bids were solicited in December 2024 and received in January 2025. Council awarded the construction contract to Corcus Construction, Inc. on February 18, 2025, for $1,088,000, plus a construction contingency of $217,600, for a total construction budget of $1,305,600. Construction took place from April 2025 to May 2026. The final construction cost, including three change orders, is $1,284,240, which is $21,360 under budget.

NEXT STEPS:
If the Council adopts the resolution, the City Manager will sign the Notice of Completion, which the City Clerk will file with the Solano County Recorder.

ALTERNATIVE ACTIONS:
None.

CEQA Analysis	This Project is categorically exempt from the California Environmental Quality Act (CEQA) per Section 15302, which exempts the replacement or reconstruction of existing utility systems and/or facilities involving negligible or no capacity expansion.

ATTACHMENTS:
1. Resolution – WTP Misc. Mechanical Improvement Project
   Exhibit A – Summary of the Contract Change Orders
2. Notice of Completion

For more information contact: Danielle Martinez, Public Works Director
Phone: 707-746-4240
E-mail: PW@ci.benicia.ca.us

RESOLUTION NO. 26-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA ACCEPTING THE WATER TREATMENT PLANT MISCELLANEOUS MECHANICAL IMPROVEMENT PROJECT AS COMPLETE, AUTHORIZING THE CITY MANAGER TO SIGN THE NOTICE OF COMPLETION, AUTHORIZING THE CITY CLERK TO FILE SAME WITH THE SOLANO COUNTY RECORDER'S OFFICE

WHEREAS, on February 18, 2025, the City Council adopted Resolution No. 25-27 awarding the construction contract for the Water Treatment Plant Miscellaneous Mechanical Improvement Project to Corcus Construction, Inc. in the amount of $1,088,000 plus a construction contingency of $217,600 for a total construction budget of $1,305,600; and

WHEREAS, the final, total construction cost is shown in the table below; and

Construction Costs		
	Original Construction Cost (Corcus)	$1,088,000.00
	Change Order 1	$44,253.00
	Change Order 2 (no cost)	$0.00
	Change Order 3	$151,987.00
	Final Construction Cost Total	**$1,284,240.00**

WHEREAS, a summary of the Project change orders is attached as Exhibit A; and

WHEREAS, Corcus Construction, Inc. has completed the work in accordance with the plans and specifications and to the satisfaction of the City Engineer.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Benicia does hereby accept the Water Treatment Plant Miscellaneous Mechanical Improvement Project, Project No. 22-09, as complete, for a total construction cost of $1,284,240.

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to sign the Notice of Completion and the City Clerk is authorized to file said Notice with the Solano County Recorder.

*****

On motion of Council Member , seconded by Council Member , the above Resolution was adopted by the City Council of the City of Benicia at a regular meeting of said Council held on the 21st day of July 2026 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

____
Steve Young, Mayor

Attest:

____
Lisa Wolfe, City Clerk

____
Date

Exhibit A

Summary of Contract Change Orders

[see next page]

EXHIBIT A—SUMMARY OF THE CONTRACT CHANGE ORDERS

Contract Change Order No.	Description	Amount
1	Additional labor and materials related to modification of sluice gate actuator requirements and Fiber Reinforced Plastic Grating.	$44,253
2	Extend contract time by 32 days associated with Allowance Item for Electrical and Instrumentation work.	No Cost
3	Additional labor and materials for addressing changed conditions, additional piping, and time and cost related to extended shut down periods; extend contract time by 66 days.	$151,987

Recorded at the request of:
CITY OF BENICIA

After recording return to:
CITY OF BENICIA
ATTN: CITY CLERK'S OFFICE
250 EAST L STREET
BENICIA, CA 94510

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

1. The City of Benicia, 250 East L Street, Benicia, CA, 94510, is the owner of the construction project described as:

   Water Treatment Plant Miscellaneous Mechanical Improvement Project, completed in the city of Benicia, County of Solano, State of California

   Nature of title as stated owner: In Fee.

2. A Capital Improvements Project known as the Water Treatment Plant Miscellaneous Mechanical Improvement Project, located at 100 Water Way in Benicia, CA 94510 was completed in the amount of $1,284,240 and accepted by the City Council of the City of Benicia on July 21, 2026.

3. The name of the contractor for the improvement is **Corcus Construction, Inc., San Francisco, CA.**

CITY OF BENICIA

Dated: ____________________ By: ____________________________
Mario Giuliani, City Manager

Attest:

____
Lisa Wolfe, City Clerk

The undersigned, being duly sworn, says: that she is the person signing the above document; that she has read the same and knows the contents thereof, and that the facts stated therein are true, under penalty of perjury.

____
Lisa Wolfe, City Clerk

CITY OF BENICIA

Investment Performance Review
For the Quarter Ended March 31, 2026

Client Management Team

PFM Asset Management
A division of U.S. Bancorp Asset Management, Inc

Monique Spyke, Managing Director
Justin Resuello, Institutional Sales & Relationship Manager

1 California Street Ste. 1000
San Francisco, CA 94111-5411
415-393-7270

213 Market Street
Harrisburg, PA 17101-2141
717-232-2723

Agenda

- Market Update
- Portfolio Review

Market Update

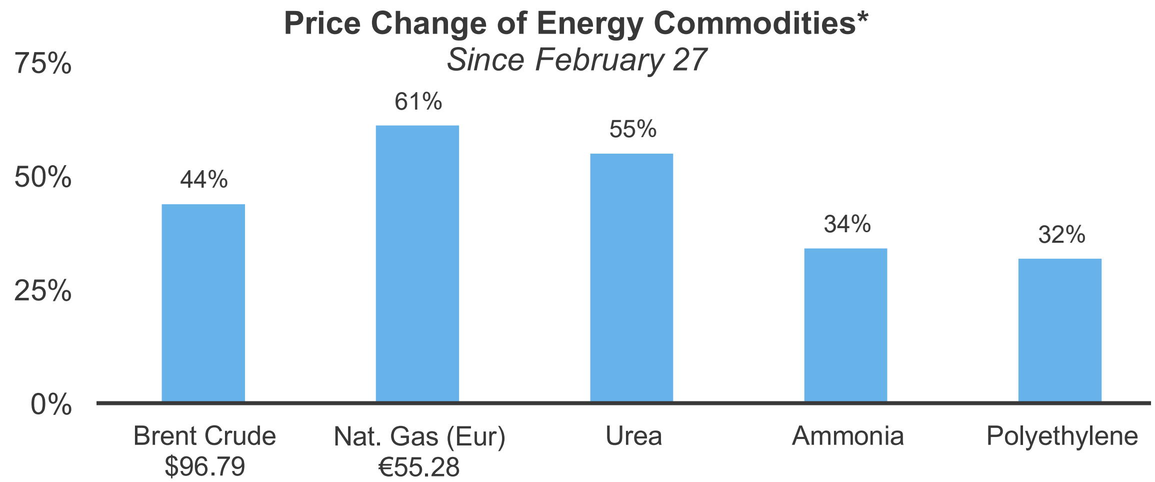
Current Market Themes

- Geopolitics has overtaken U.S. macro fundamentals as the market's primary focus
  - Conflict in Iran has increased near-term inflation risks due to higher commodity prices
  - Unemployment rate remains stable with net new job creation near zero
  - Consumer spending and business investment continue to support growth, though momentum is slowing
- The Federal Reserve paused during both meetings in Q1, keeping rates at 3.50-3.75%
  - The median "dot plot" projection continues to show one 25 basis point cut in 2026, though individual projections showed less easing
  - Fed Chair Powell acknowledged the path forward is complicated by geopolitical uncertainty, making it more difficult for the Fed to balance its dual mandate
- Rising front-end yields unwound the inversion in the Treasury curve
  - Rate cut expectations were pushed further out, lifting front-end yields
  - Escalating Middle East conflict drove a spike in volatility
  - Credit spreads widened from historically tight levels amid heavy supply and geopolitical pressure

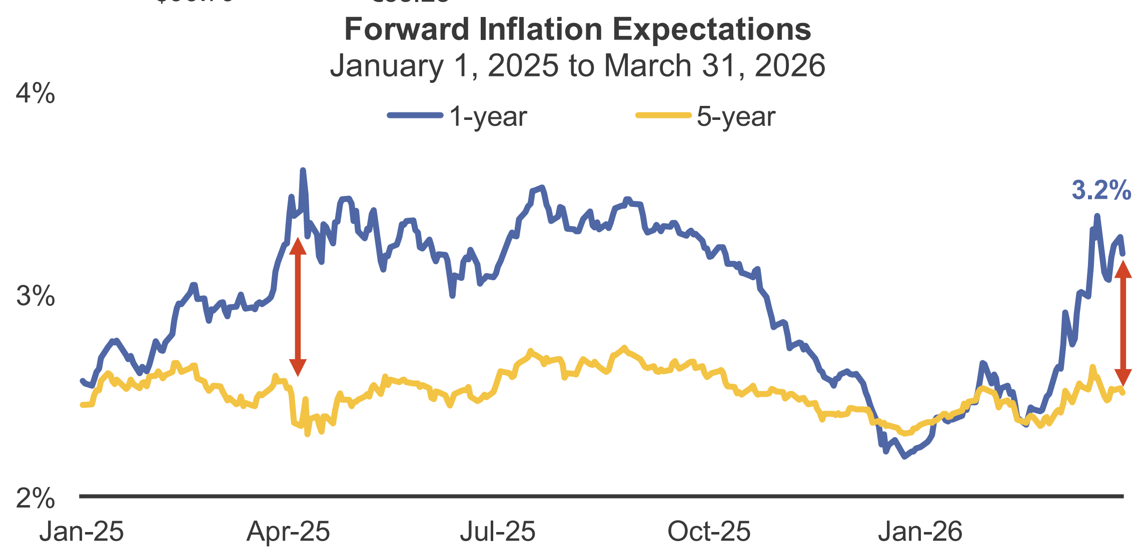
Source: Details on market themes and economic indicators provided throughout the body of the presentation. Bloomberg Finance L.P., as of March 31, 2026.

Market Pricing Conflict In Iran

- **Closure of the Strait of Hormuz creates a supply shock**
  - Higher oil prices pressure agricultural and industrial inputs
  - Duration of price shock more important than magnitude



- **Federal Reserve likely to remain on hold as it assesses evolving risks**
  - Headline inflation expected to rise though uncertainty remains regarding passthrough to core inflation and labor markets
  - Fed to look through supply-side energy shock if inflation expectations remain anchored

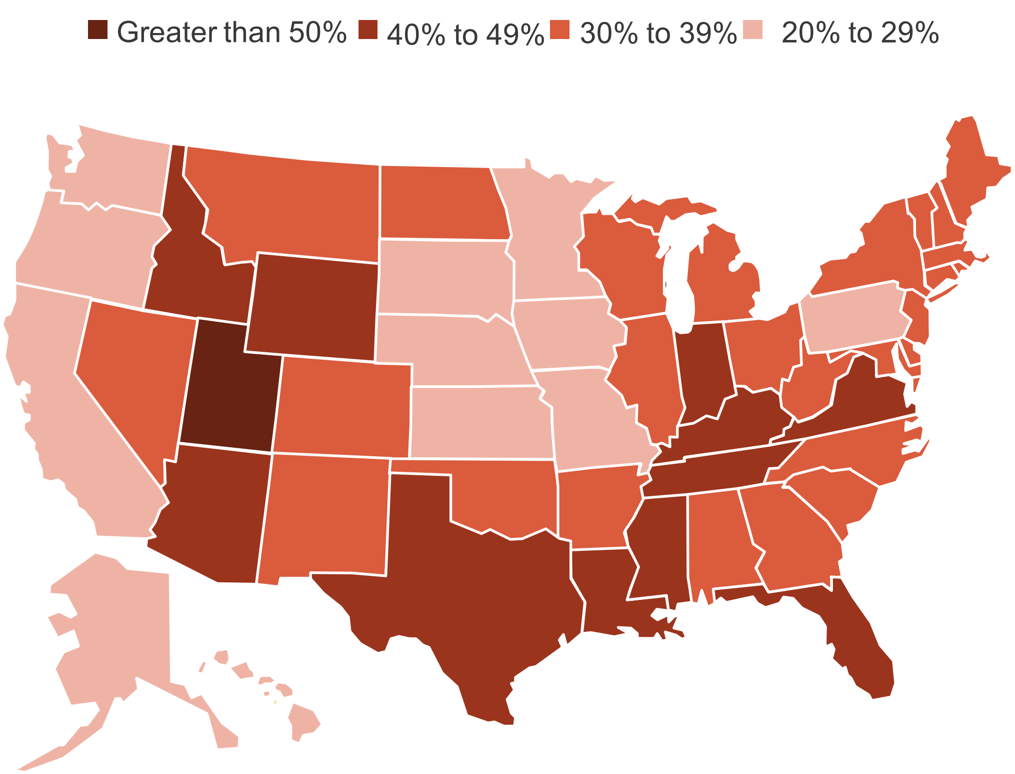


**Brent Crude are quoted in dollars per barrel based on the front-month futures contract. Natural gas prices are quoted in euros per megawatt-hour. Ammonia, and urea prices are based on the front-month exchange-traded futures contract. Polyethylene is price are based on the active exchange-traded futures contract.*

Source: Bloomberg Finance L.P., as of March 31, 2026. Market implied inflation expectations shown using 1-year and 5-year inflation swaps.

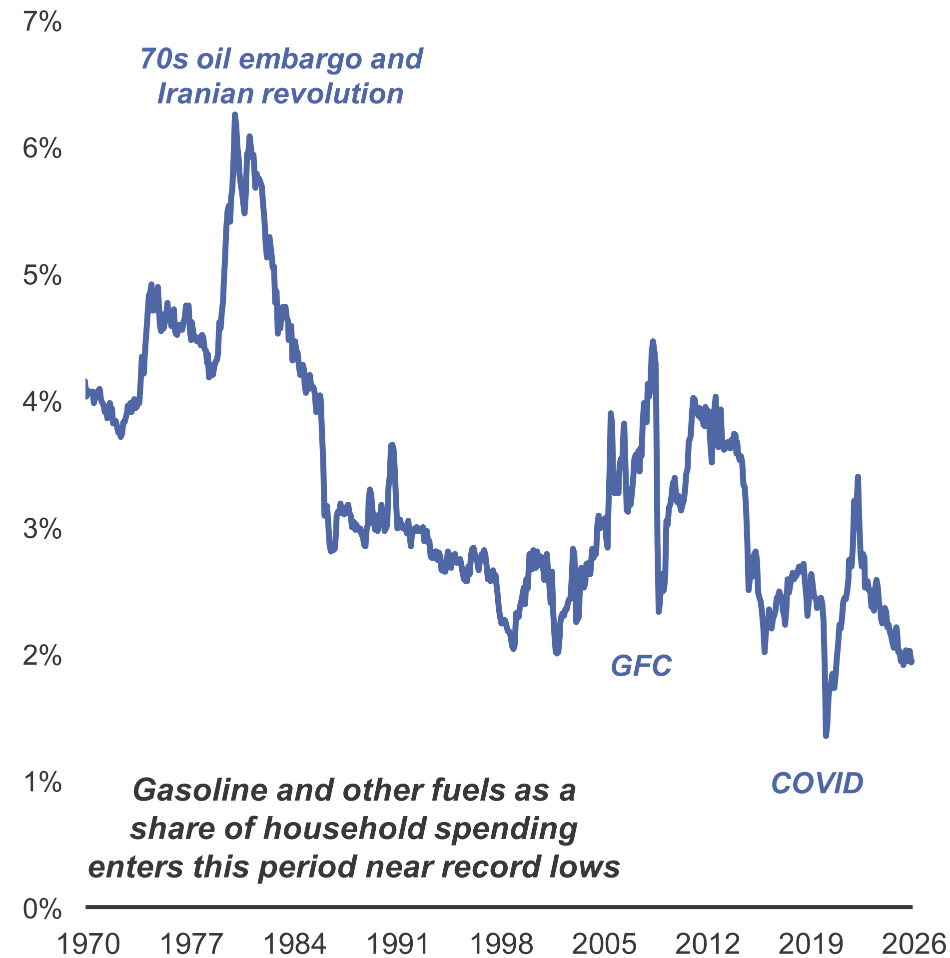
Gasoline Prices Surge Across the Country

% Change in Gas Prices
2/28 – 3/31



National Average Price of Gasoline
$4.02

Gasoline and Other Fuel Spending as a Percentage of Household Spending

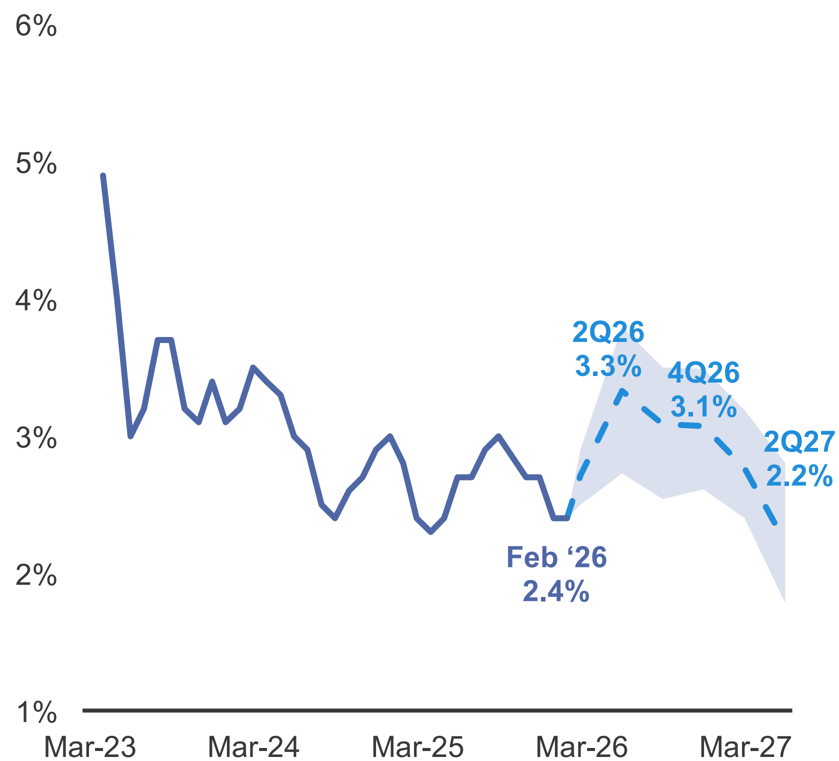


Source: Bloomberg Finance L.P., Bureau of Economic Analysis, and gasprices.aaa.com. BEA data as of February 2026 and gasoline data as of 3/31/2026. Other fuels contain diesel, fuel oil, kerosene and others.

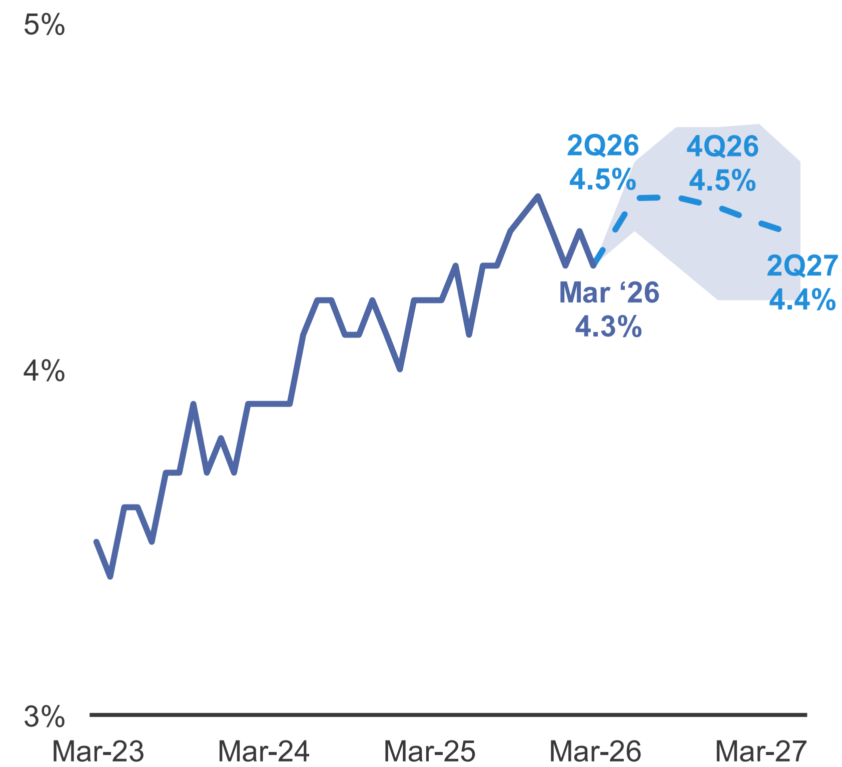
Macro Data Takes a Back Seat

Fed Chair Powell: "What we have is some tension between the goals, and we're trying to manage our way through it."

CPI Inflation (YoY)



Unemployment Rate

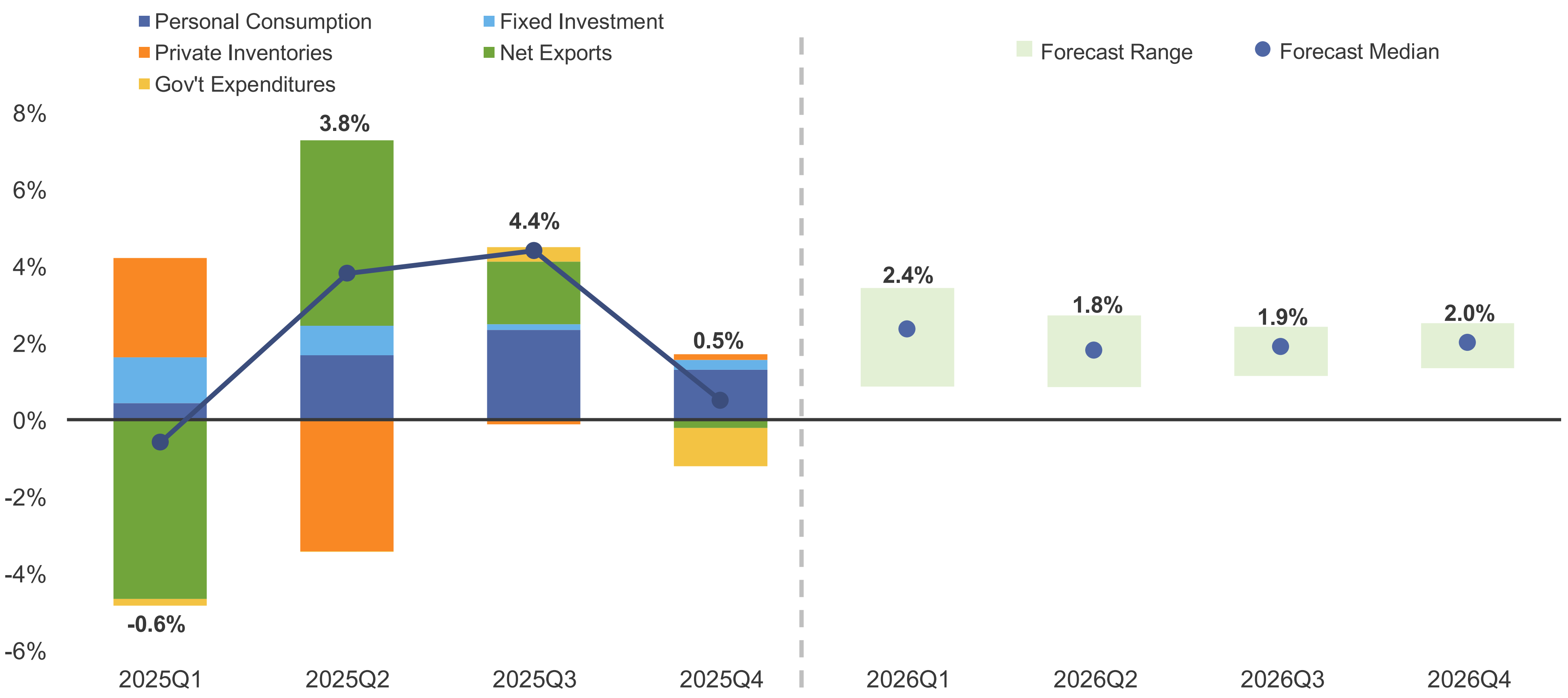


Source: FOMC Chair Jerome Powell Press Conference, March 18, 2026. Bureau of Labor Statistics and Bloomberg Finance L.P. CPI Inflation as of February 2026 and Unemployment Rate as of March 2026. Survey responses after March 27, 2026, included in mean and forecast range for CPI Inflation and Unemployment Rate. Shading represents the central 80% of the forecasts.

U.S. Growth Forecasts Remain Steady

Fed Chair Powell: "[I]f we have a long period of much higher gas prices, that is going to weigh on consumption… Meanwhile, the economy is solid… It's just we don't know what the effects of this will be."

U.S. Real GDP Contributors and Detractors



Source: FOMC Chair Jerome Powell Press Conference, March 18, 2026. Bloomberg Finance L.P. and Bureau of Economic Analysis, as of December 2025 (left). Survey responses after March 27, 2026, included in Median and forecast range. Shading represents the central 80% of the forecasts (right).

Factors Shaping the Economic Outlook

Negative

- Geopolitical uncertainty
- Higher energy prices
- Net new job creation near zero
- Increasing retail credit card balances
- Rising student loan delinquencies

Neutral

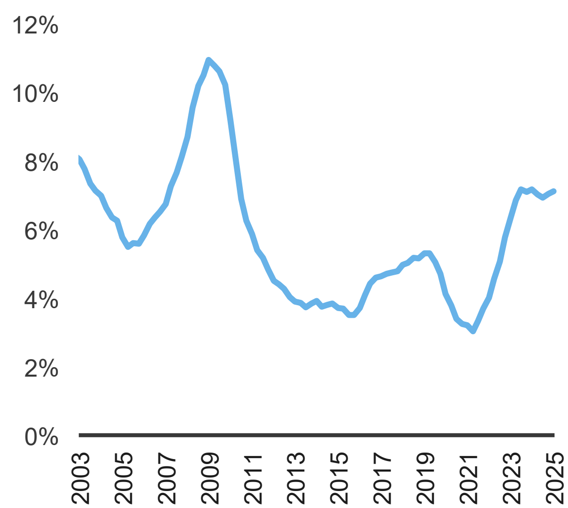
- Stable Fed Policy
- Core inflation stable but above target
- Stabilizing credit card delinquencies

Positive

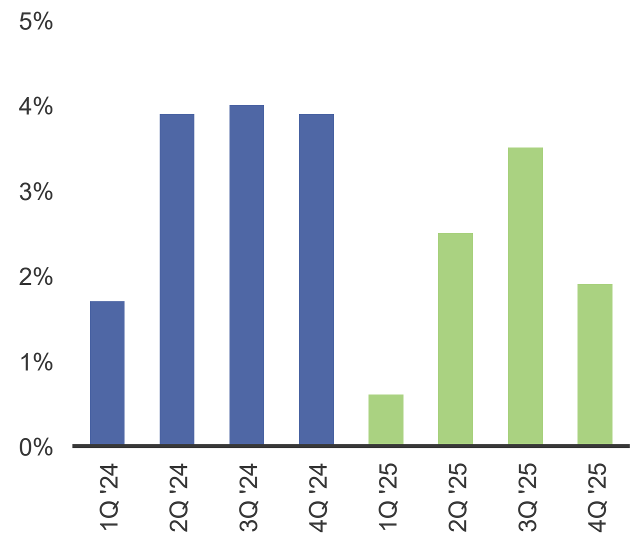
- Above-average tax refunds
- Resilient consumer spending
- Positive real disposable personal income growth
- Corporate fundamentals

Price of Oil
WTI crude oil futures, $/barrel

Credit Card Delinquencies
90+ Days



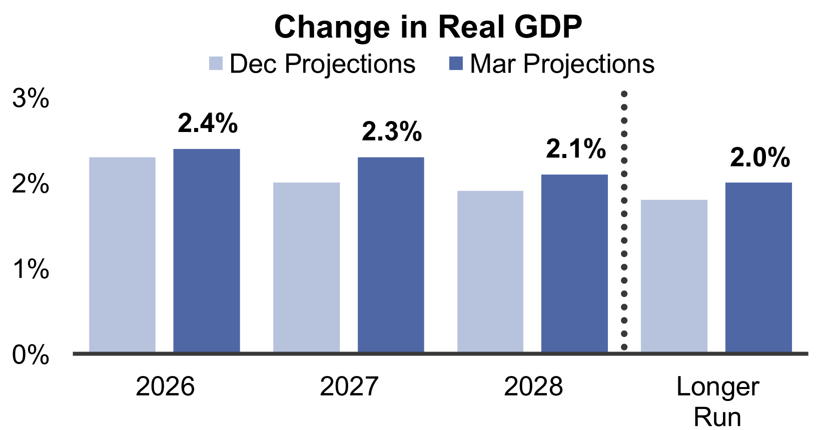
Personal Consumption
Quarter-Over-Quarter Change

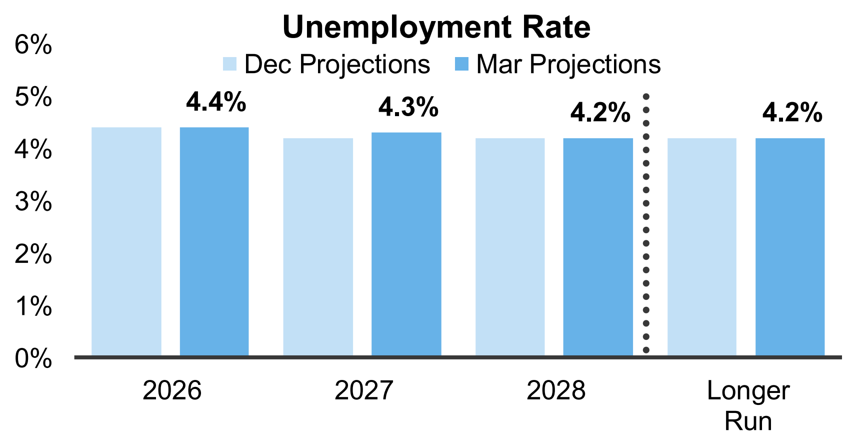


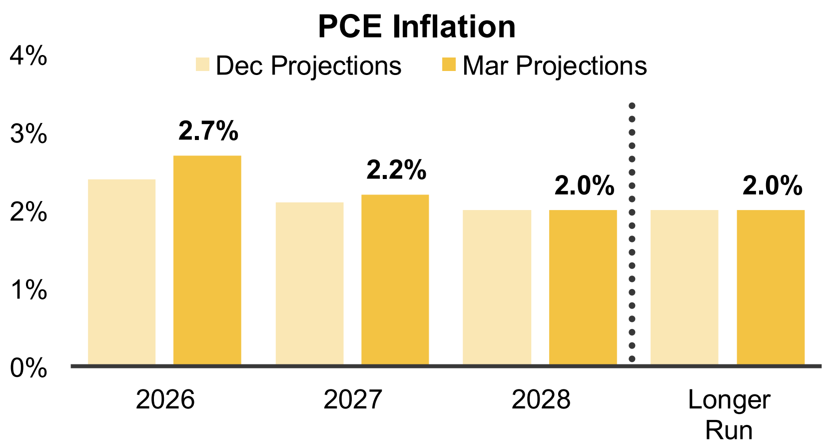
Sources: Bloomberg Finance L.P., March 31, 2026, Federal Reserve Bank of New York as of December 2025, and Bureau of Economic Analysis as of December 2025.

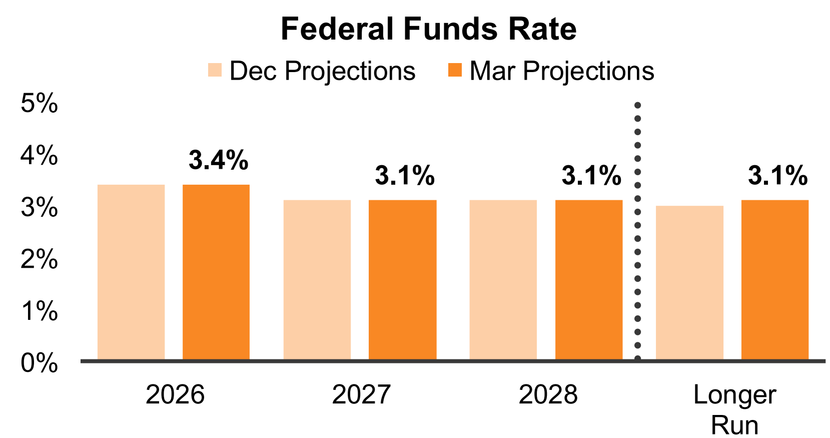
Fed's Updated Summary of Economic Projections

Fed Chair Powell: "The economic effect could be bigger, they could be smaller … We just don't know. People are writing down what seems to make sense to them but have no conviction."







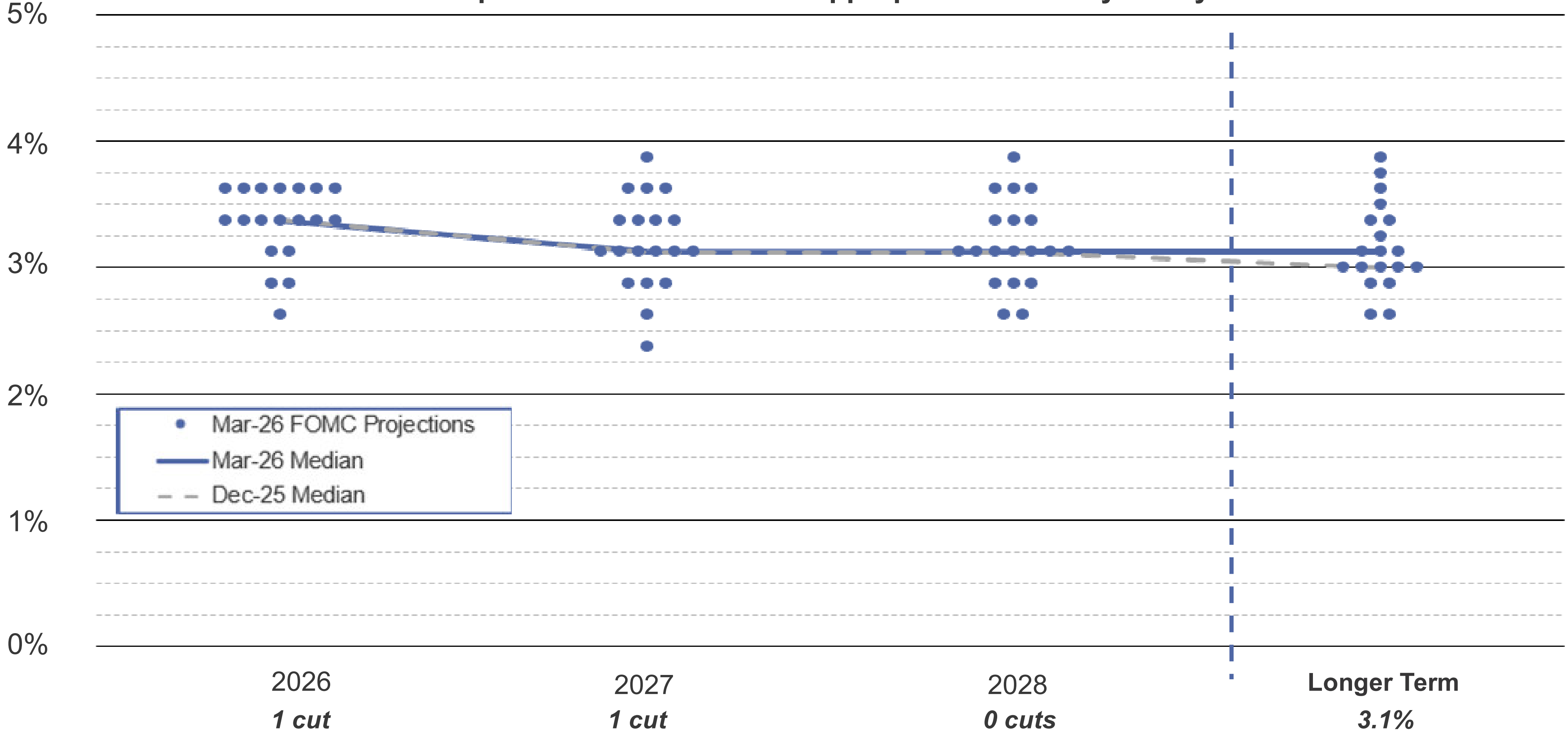


Source: FOMC Chair Jerome Powell Press Conference, March 18, 2026. Federal Reserve, latest median economic projections, as of March 2026.

The Latest Fed "Dot Plot"

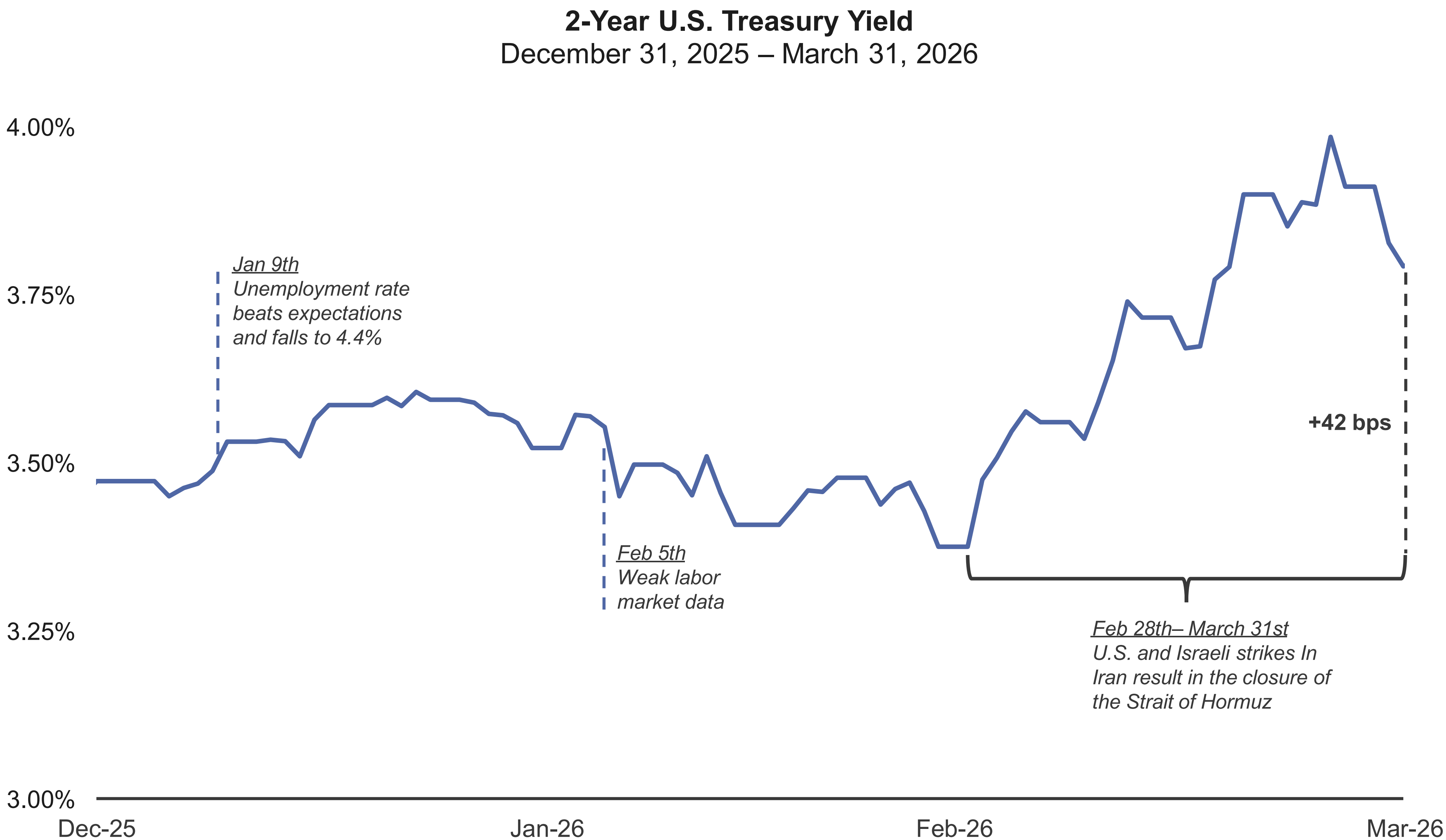
Fed Chair Powell: "We feel like the framework calls to balance the risks. We feel where we are now is on the higher borderline of restrictive versus not restrictive, we feel like that is the right place to be."

Fed Participants' Assessments of 'Appropriate' Monetary Policy



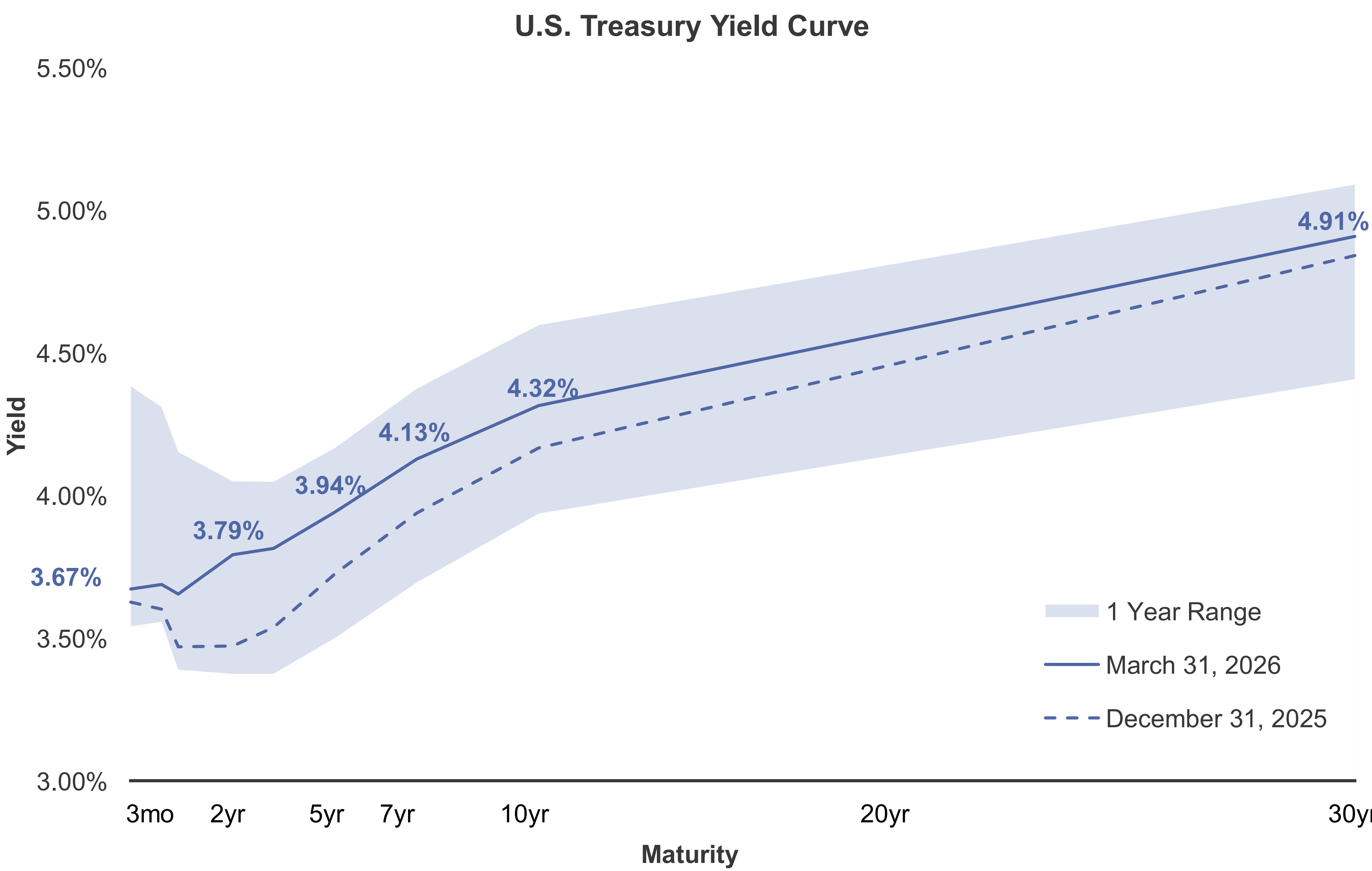
Source: FOMC Chair Jerome Powell Press Conference, March 18, 2026. Federal Reserve; Bloomberg Finance L.P. Individual dots represent each Fed members' judgement of the midpoint of the appropriate target range for the federal funds rate at each year-end. As of March 2026.

Treasury Yields Reach 8-Month High



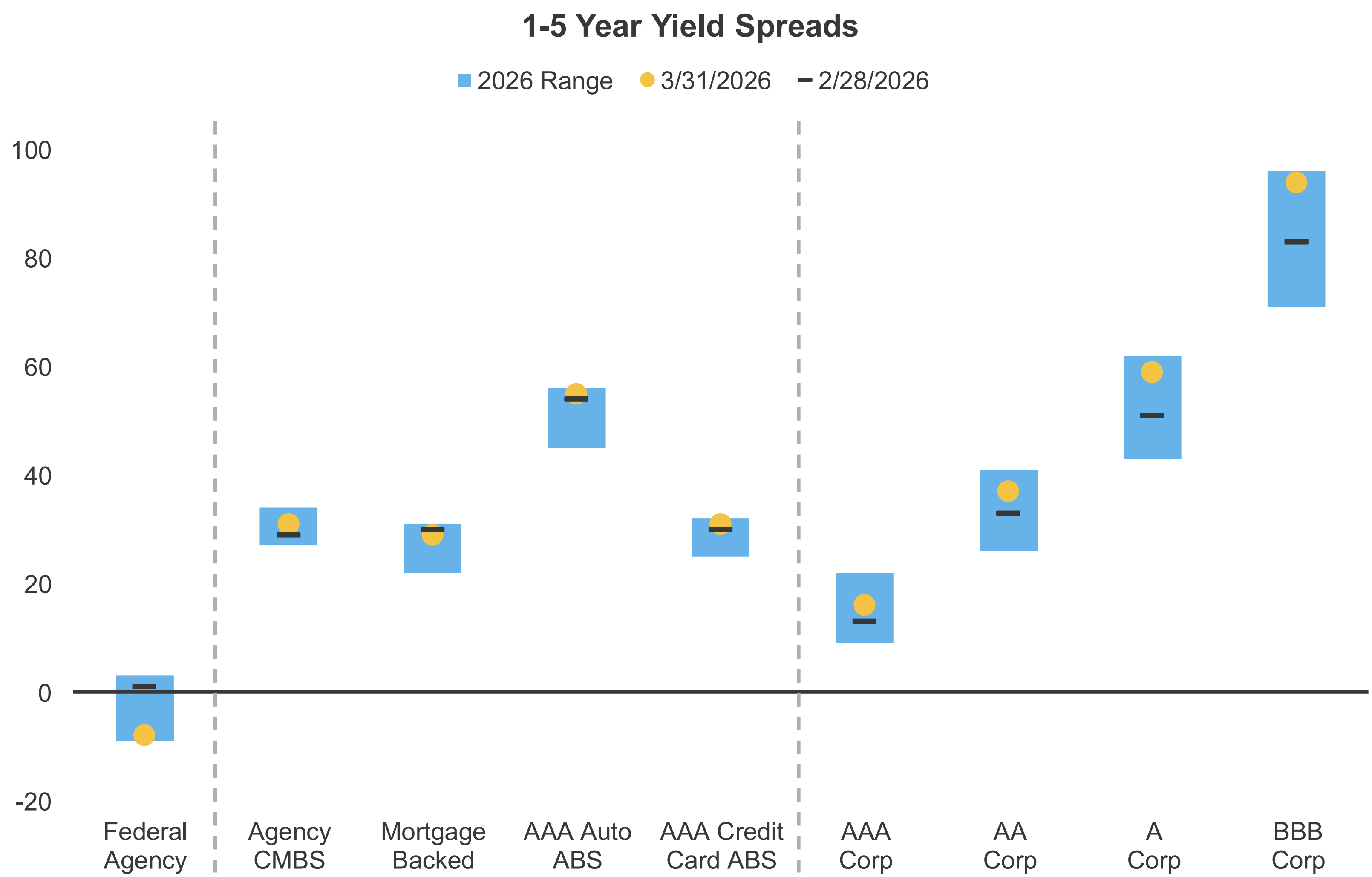
Source: Bloomberg Finance L.P., as of March 31, 2026.

Treasury Yields Rise Across the Curve



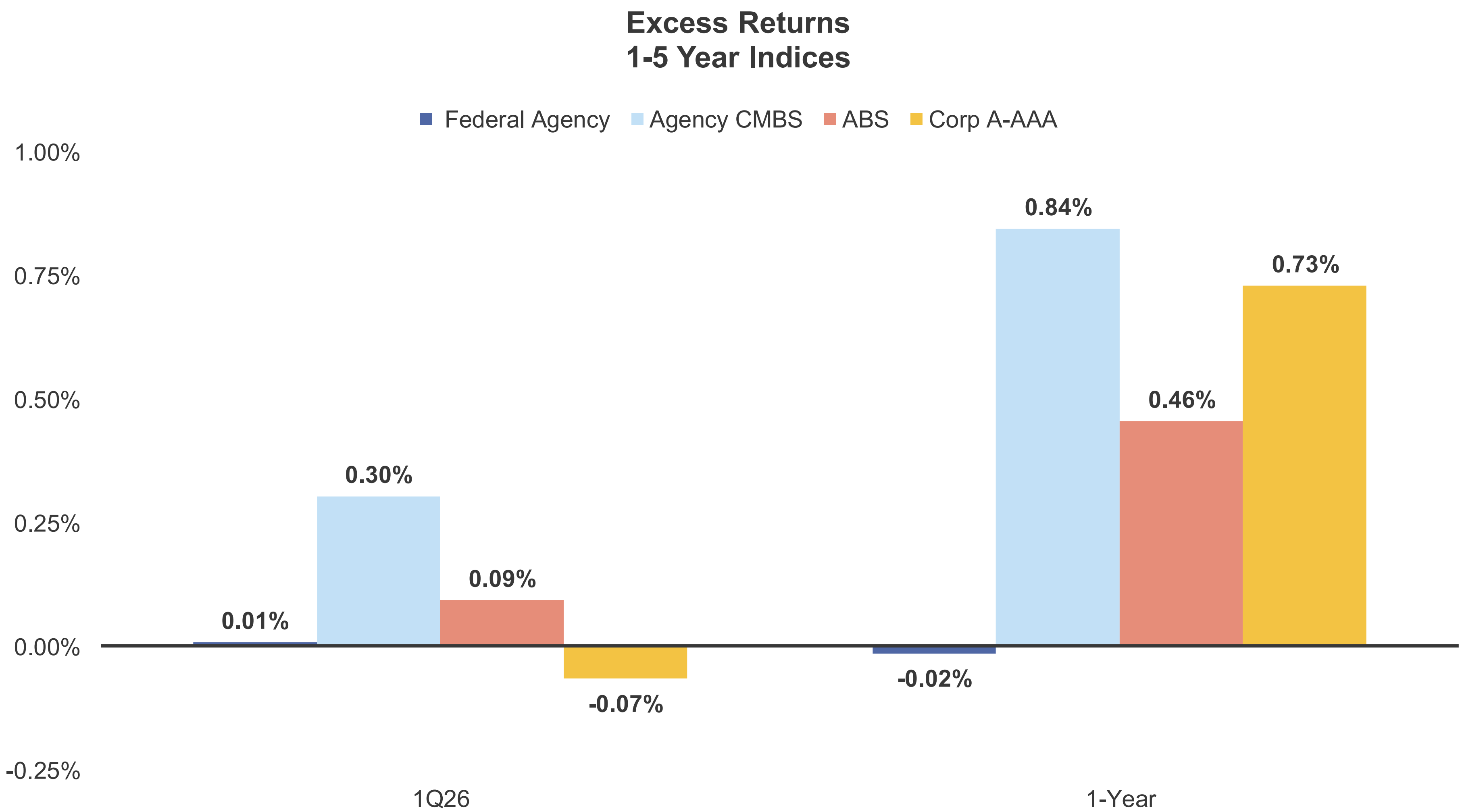
Source: Bloomberg Finance L.P., as of March 31, 2026.

Sector Yield Spreads



Source: ICE BofA 1-5 year Indices via Bloomberg Finance L.P. as of March 31, 2026. Spreads on ABS and MBS are option-adjusted spreads based on weighted average life; spreads on agencies are relative to comparable maturity Treasuries.
CMBS is Commercial Mortgage-Backed Securities and represented by the ICE BofA Agency CMBS Index.

Fixed-Income Index Excess Returns

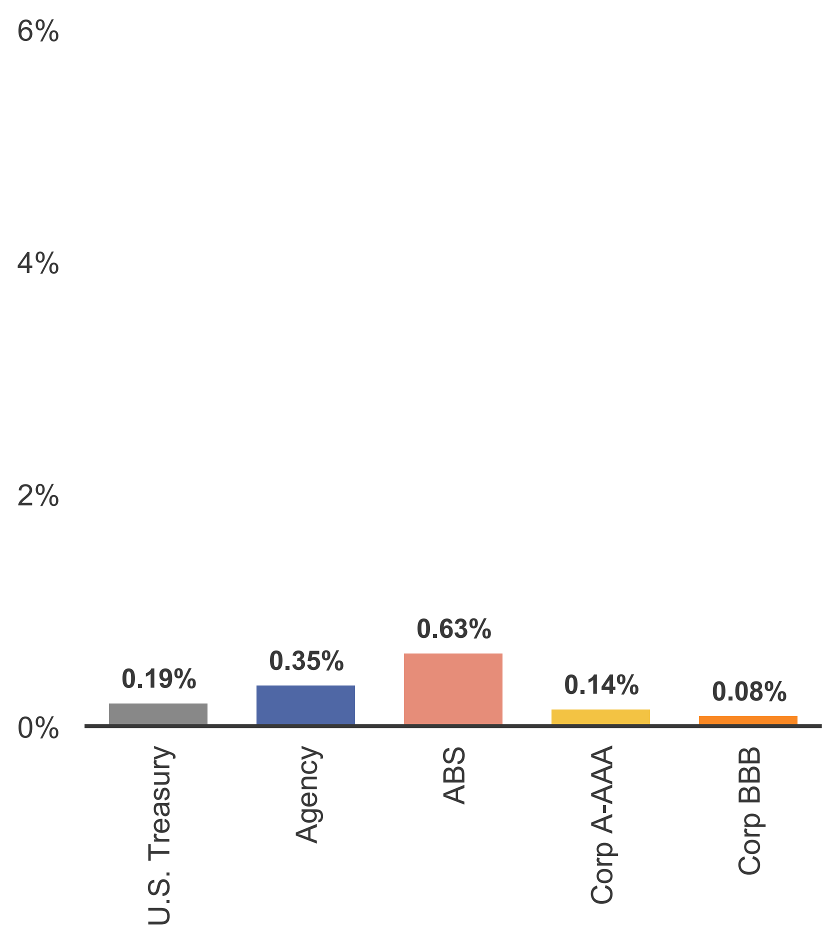


Source: ICE BofA Indices. ABS indices are 0-5 year, based on weighted average life. Agency CMBS represented by ICE BofA CMBY Index. As of March 31, 2026.

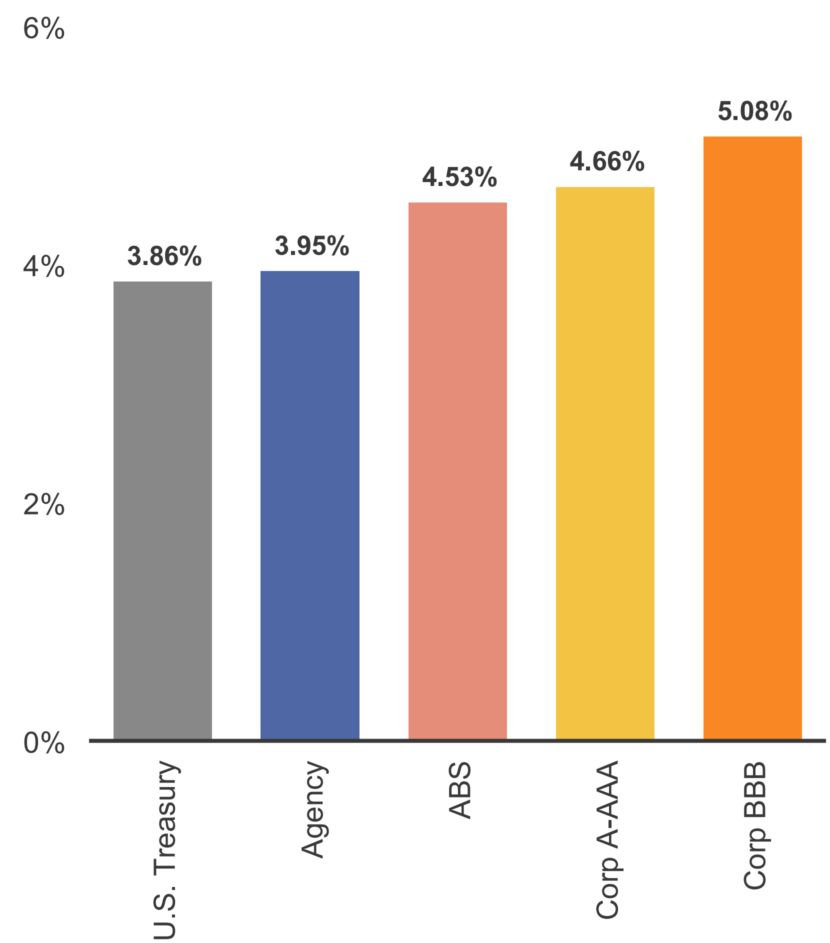
Fixed-Income Index Total Returns in 1Q 2026

1-5 Year Indices

First Quarter 2026 Returns



1-Year Return



Source: ICE BofA Indices. ABS indices are 0-5 year, based on weighted average life. As of March 31, 2026.

Treasury Yields Remain Above Historical Averages

Source: Bloomberg Finance L.P., as of March 31, 2026.

Government Sector Strategy

AGENCY BULLETS

Reduce allocations

Summary:

- Spreads remain rich, especially in the 1–7 year area, trading near or through Treasuries
- Limited issuance outside of 12 months continues to keep spreads narrow

Outlook:

- Spreads expected to remain tight unless issuance increases
- Opportunistically sell for rebalancing or swaps into new issue across sectors
- Continue monitoring ongoing privatization efforts of Fannie Mae and Freddie Mac

CALLABLE AGENCIES

Reduce allocations

Summary:

- Front-end spreads have widened over the month on increased market volatility
- Activity remains elevated versus 1H25 as redemptions drive more issuance
- Valuations remain rich across the front end

Outlook:

- Evaluate callables cautiously with a preference for longer lockouts
- Spread widening has improved valuations but caution remains as most inventory is still at negative OAS

SUPRANATIONALS

Reduce allocations

Summary:

- Spreads remain near historic lows and continues to tighten as issuance slows
- Flat spread curve favors shorter maturities inside 2.5 years
- The sector offers on average 5 to 10 bps of value over Agencies

Outlook:

- New issue opportunities remain historically low and increased volatility could keep issuance muted
- Continue evaluating new issues
- Opportunistically sell for rebalancing or sector rotation

● Current outlook

Negative	Slightly Negative	Neutral	Slightly Positive	Positive

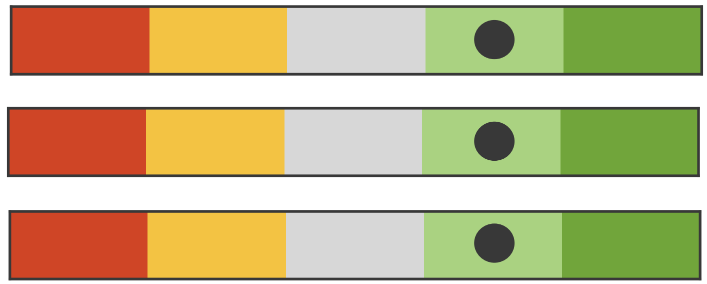
Statements and opinions were developed based on our independent research with information obtained from Bloomberg. The views expressed within this material constitute the perspective and judgment of PFM Asset Management at the time of distribution (3/31/2026) and are subject to change. Information is obtained from sources generally believed to be reliable and available to the public; however, PFM Asset Management cannot guarantee its accuracy, completeness, or suitability.

Corporate Sector Strategy

OVERALL

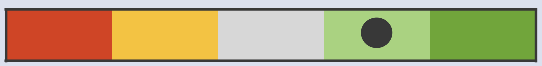
FINANCIALS

INDUSTRIALS



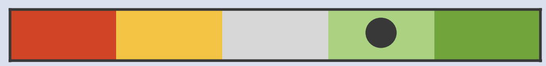
Short (<5 year) Corporates: Maintain flexibility to add / swap as opportunities arise

Fundamentals:



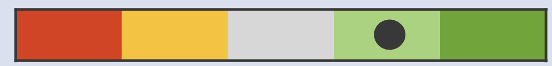
- Corporate balance sheets remain strong and default risk is low
- Some issuers or sectors such as industrials could find credit metrics under pressure on heightened spending and M&A activity
- Credit risks seem to be stabilizing, with upgrades continuing to outpace downgrade
- We view volatility in private credit as contained and not a systemic risk
- Corporate fundamentals will be impacted by direction of economy once Middle East conflict is settled

Technicals:



- Corporate supply remains exceptionally strong with full-year gross issuance projected at a record $2 trillion; however, issuance is expected to slow in Q2
- Strong issuance has been met with extremely robust domestic demand
- Lower yields and higher supply are main risks
- Market positioning is shifting towards higher-quality issuance, with sentiment around spreads pointing towards broader spreads.

Valuations:



- Short-term credit spreads are at their widest levels since May ‘25 with new-issue concessions rising with secondary spreads
- Longer-duration credit remains extremely rich with spreads near decades-long tights
- Breakevens have widened modestly across the curve year-to-date, with the short end still offering value
- Corporate spread curve remains flat but expected to steepen on long end, improving relative value on the short end.
- All-in yields remain elevated

● **Current outlook**

Negative	Slightly Negative	Neutral	Slightly Positive	Positive

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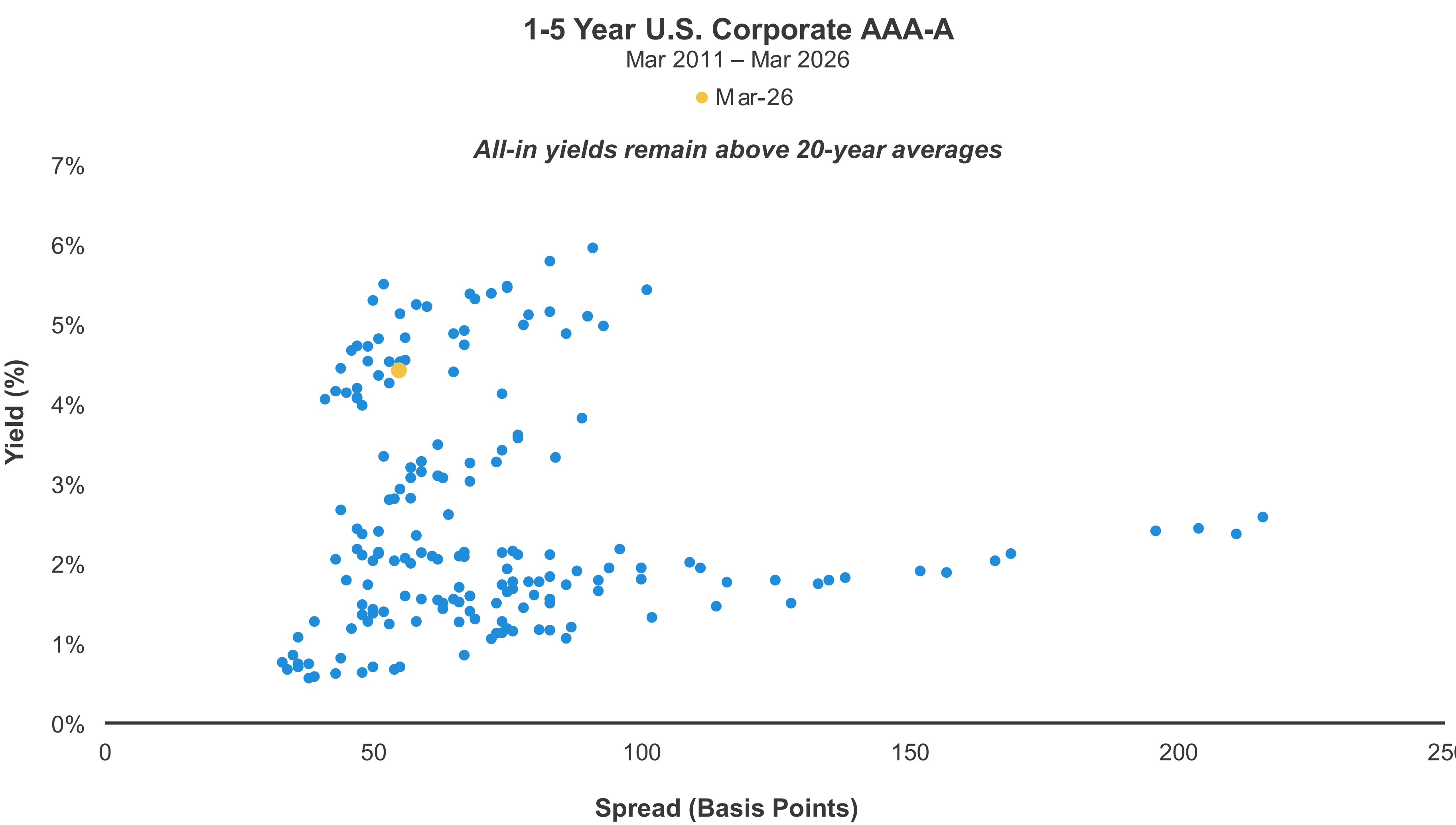
Corporate Index Yield vs OAS (2011 – 2026)



Source: Bloomberg Finance L.P., ICE BofA Indices. Spread is option adjusted spread (OAS). Monthly data from March 2011 to March 2026.

Securitized Sector Strategy

AGENCY MBS

Maintain target allocations

Summary:

- Spreads have widened on geopolitical pressure and increased volatility but remain historically narrow
- 2026 net supply is projected to increase modestly
- The sector is expected to underperform in the short term

Outlook:

- Maintain target underweight with a focus on specific structures

AGENCY CMBS

Reduce through attrition

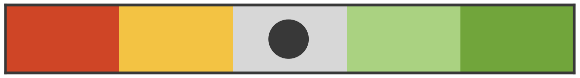
Summary:

- Spreads have barely widened despite market volatility
- Fundamentals are weak but stabilizing with soft rent growth and moderately high vacancies
- Issuance is up notably year-to-date and dealer inventory remains near record highs

Outlook:

- New issue remains extremely robust
- Valuations remain extremely tight
- Sector expected to perform well if/when volatility increases

ASSET-BACKED



Reduce through attrition

Summary:

- Prime ABS fundamentals remain stable
- Credit metrics have normalized and structures remain resilient to recession scenarios

Outlook:

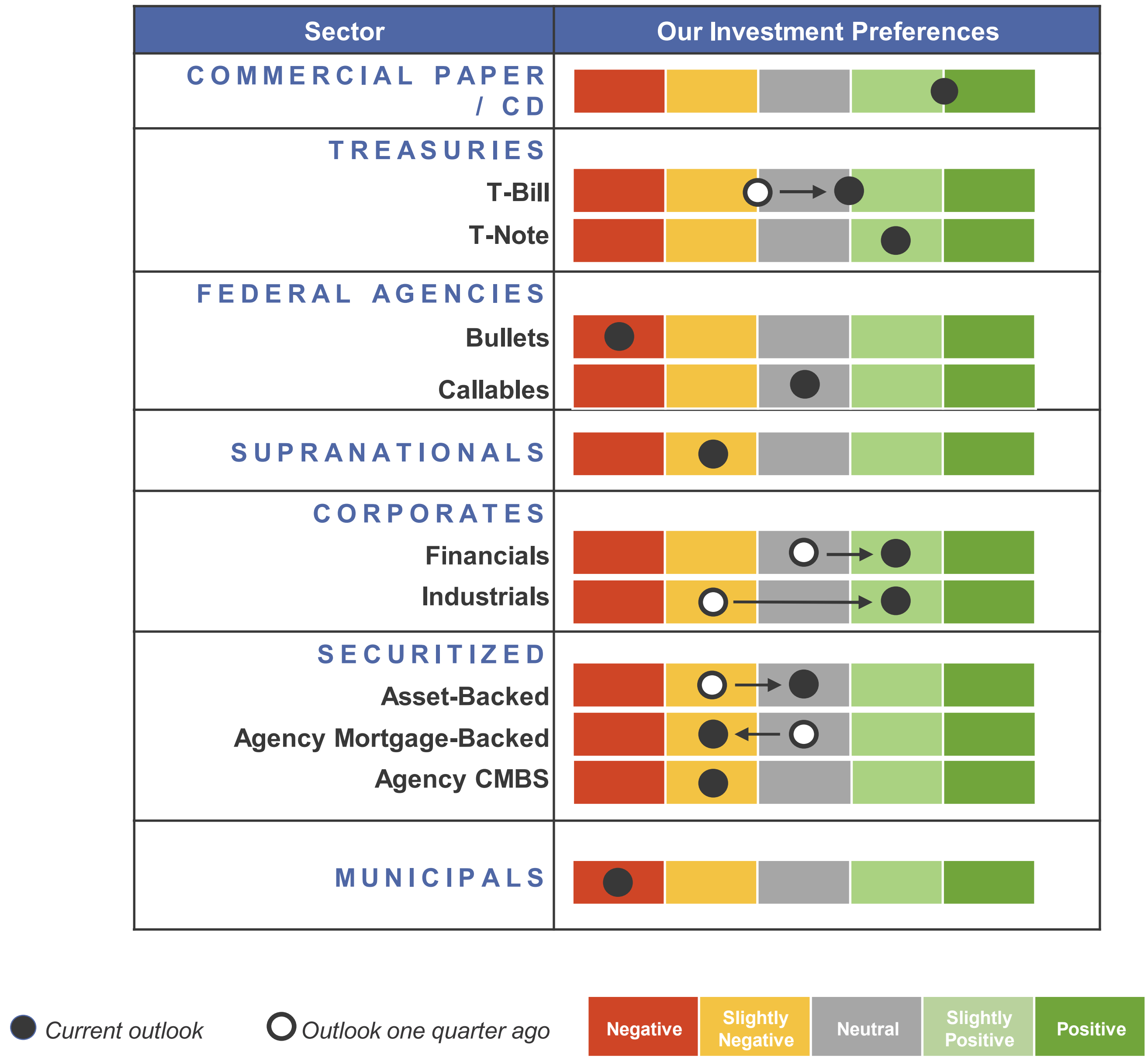
- Supply expected to be well digested, limiting new issue attractiveness
- Spread versus corporates is narrowing, reducing relative value
- Prime auto and credit card ABS may be more defensive in a widening environment
- Carry expected to be driver of excess returns
- Evolution of labor market and economy remain key risks

● **Current outlook**

Negative	Slightly Negative	Neutral	Slightly Positive	Positive

Statements and opinions were developed based on our independent research with information obtained from Bloomberg. The views expressed within this material constitute the perspective and judgment of PFM Asset Management at the time of distribution (12/31/2025) and are subject to change. Information is obtained from sources generally believed to be reliable and available to the public; however, PFM Asset Management cannot guarantee its accuracy, completeness, or suitability.

Fixed-Income Sector Outlook – 2Q 2026



Fixed-Income Sector Commentary – 1Q 2026

- The **Federal Open Market Committee (FOMC)** maintained the target range for the federal funds rate, noting continuing challenges to achieving its dual mandate of maximum employment and stable prices.
- **U.S. Treasury** yields rose across the curve with 2- to 5-year tenors experiencing the largest repricing. The short-end curve inversion ended given the move higher in yields.
- **Federal Agency & supranational** issuance remained limited, keeping spreads narrow and excess returns muted. The announcement of $200 billion of mortgage purchases by FNMA and FHLMC is unlikely to materially affect issuance trends with buying funded by cash.
- **Investment-Grade (IG) corporate** bond yield spreads were stable in the first two months of the quarter. However, in response to geopolitical tensions, heightened issuance, and concerns over private debt capital in the last month of the quarter, spreads widened noticeably. Excess returns for the sector were generally negative, but strong carry is expected to provide support.
- Spreads on **Asset-Backed Securities** widened marginally, but spreads versus equivalent-duration corporate notes narrowed. Auto loan collateral marginally outperformed credit receivables.
- 30-year **Agency-backed mortgage-backed securities (MBS)** generated solid excess returns in Q1 and outperformed 15-year tenors. Surging bond volatility toward quarter end neared weighed on excess returns. **Agency-backed commercial MBS (CMBS)** also produced positive excess returns for the quarter.
- **Short-term credit** (commercial paper and negotiable bank CDs) experienced spread widening which created opportunities, particularly in 9- to 12-month tenors. Floating-rate notes also saw notable spread widening, ending the quarter 10 to 15 bps wider versus year end levels.

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Fixed-Income Sector Outlook – 2Q 2026

- While future Fed policy remains uncertain amid the ongoing conflict, we view the meaningful rise in **U.S. Treasury** yields as an opportunity. As a result, for shorter duration strategies, we prefer a modestly longer duration stance. For longer duration strategies, we believe the risk profile is less favorable relative to shorter strategies but will maintain a curve steepening bias by modestly underweighting the long end of the curve.
- **Federal Agency & Supranational** spreads are likely to remain at tight levels. Government-only accounts may find occasional value on an issue-by-issue basis.
- **Taxable Municipals** continue to present limited opportunity due to an ongoing lack of supply and strong demand which is keeping yields low. We do not expect this dynamic to change in the near term.
- **Investment-Grade (IG) Corporate** bond fundamentals remain stable with technicals supportive of the sector. All-in yields remain attractive and wider spreads have improved value. We expect an increase in buying opportunities across both new-issue and secondary markets.
- **Asset-Backed Securities** fundamentals remain within expectations and credit enhancements remain robust. We expect supply to increase as credit card issuers re-enter the market, with demand remaining strong and new issues well-digested. We expect solid consumer fundamentals and structural credit enhancements to insulate the sector from meaningful downturns. We expect carry to be the driver of excess returns.
- **Mortgage-Backed Securities** are expected to remain rich despite increased market volatility modeslty aiding valuations. With spreads remaining historically tight, opportunities are limited, and we will look to other sectors for better value.
- **Short-term credit** (commercial paper and negotiable bank CDs) spreads have widened notably in Q1. We favor maturities beyond 9 months given the positively sloped curve, wider spreads, and added protection against potential Fed rate cuts late this year.

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Factors to Consider for 6-12 Months

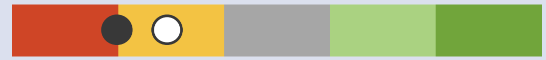
Monetary Policy (Global):

- The Fed held rates steady in Q1 amid persistent inflation pressures and limited net job creation.
- Policymakers acknowledged the path forward is complicated, with geopolitical uncertainty adding additional strain to the Fed's dual mandate.
- The "dot plot" projects 25 bps of rate cuts in both 2026 and 2027; however, this is predicated on inflation progress.
- Global central banks remained on pause in Q1 but energy inflation pressures may necessitate hikes.

Economic Growth (Global):

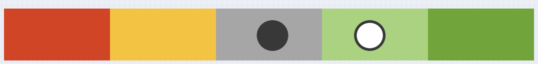
- Stable consumer and business spending support growth, offsetting the weakness seen from the U.S. government shutdown in Q4 GDP.
- Fiscal support and AI investment should aid growth; however, a prolonged conflict in Iran may weigh on consumer discretionary spending.
- Risks to global growth prospects have increased amid the escalating conflict due to higher energy prices, supply-chain disruptions, and increased uncertainty.

Inflation (U.S.):



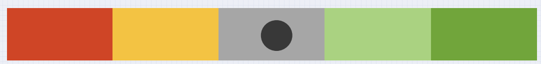
- The inflation outlook depends on the duration of the Middle East conflict and the degree to which higher energy and commodity costs raise core goods and services prices.
- Inflation remains sticky with limited progress on core services and continuing pressure from tariffs passthroughs.
- Near-term inflation expectations have increased due to the higher energy prices while long-run expectations remain anchored.

Financial Conditions (U.S.):



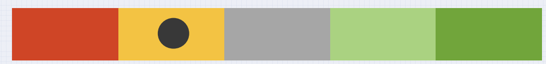
- Corporate fundamentals and underlying demand remain strong. Spread widening has improved valuations, though the sector is still rich from a historic perspective.
- The conflict in the Middle East has tightened financial conditions. The duration of the conflict and its impact on the economy will be a key driver of corporate fundamentals.
- Geopolitical conflict, higher oil prices, and the evolution of the economy are key risks. At this time we view volatility in private credit as contained and not a systemic risk.

Consumer Spending (U.S.):



- Modest job growth and inflationary pressures continue to weigh on consumer sentiment. Higher energy and food prices will likely drive consumer sentiment lower.
- Wage growth continues to exceed inflation, but this gap has narrowed. Energy shocks may compress real incomes and reduce discretionary spending.
- Lower-income cohorts remained more exposed to higher energy prices as a larger share of household budgets are allocated to essentials.
- Higher-income cohorts benefit from strong equity markets and home price appreciation in recent years.

Labor Markets (U.S.):



- Labor market conditions continued to cool with net new job creation close to zero.
- The unemployment rate remained unchanged as lower job creation was offset by a reduction in the pace of labor force growth.
- The Fed has framed the combination of limited job growth and a stable unemployment rate as an uncomfortable balance.
- Initial jobless claims and layoff rates remain low, consistent with a continued "low-hire/low-fire" environment.

● Current outlook **○ Outlook one quarter ago**

Stance Unfavorable to Risk Assets	Negative	Slightly Negative	Neutral	Slightly Positive	Positive	Stance Favorable to Risk Assets

Statements and opinions expressed about the next 6-12 months were developed based on our independent research with information obtained from Bloomberg Finance L.P. and FactSet. The views expressed within this material constitute the perspective and judgment of PFM Asset Management at the time of distribution (3/31/2026) and are subject to change. Information is obtained from sources generally believed to be reliable and available to the public; however, PFM Asset Management cannot guarantee its accuracy, completeness, or suitability.

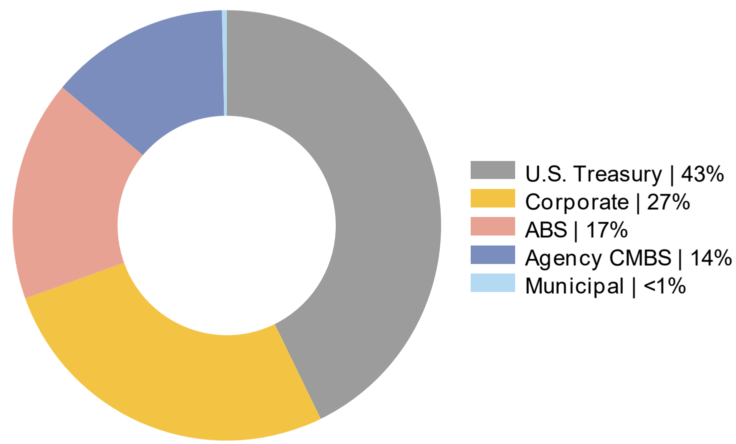
Account Summary

Consolidated Summary

Account Summary

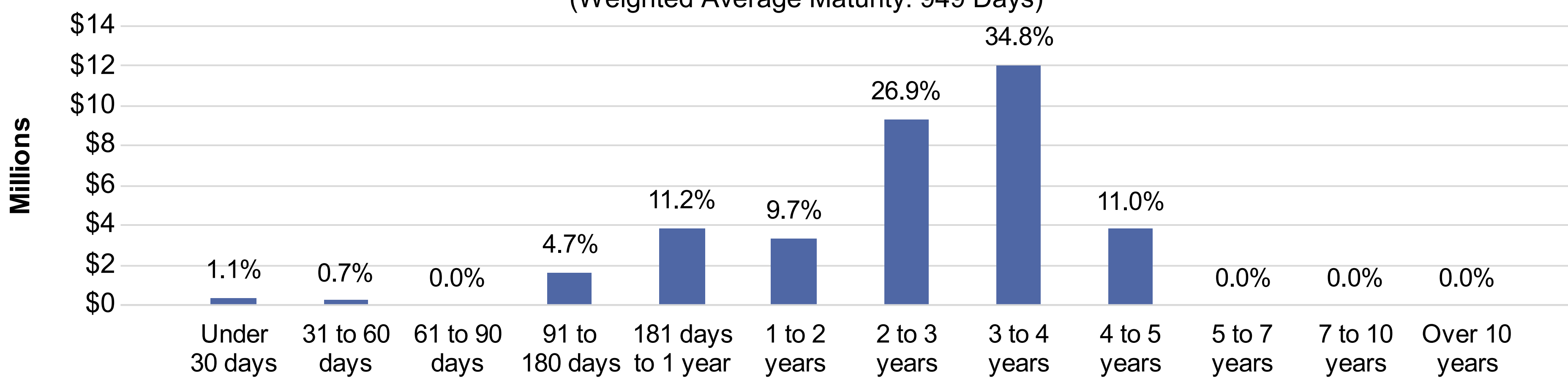
PFMAM Managed Account	$34,812,163
Total Program	**$34,812,163**

Sector Allocation



Maturity Distribution

(Weighted Average Maturity: 949 Days)



1. *Account summary and sector allocation include market values, accrued interest, and overnight balances. Maturity distribution includes market values and excludes accrued interest and overnight balances*

Account Summary

CITY OF BENICIA RESERVES

Portfolio Values	March 31, 2026
PFMAM Managed Account	$34,444,535
Amortized Cost	$34,345,813
Market Value	$34,444,535
Accrued Interest	$225,282
Cash	$142,346

Analytics[1]	March 31, 2026
Yield at Market	4.04%
Yield on Cost	4.14%
Portfolio Duration	2.03

1. Yield at market, yield on cost, and portfolio duration only include investments held within the separately managed account(s), excludes balances invested in overnight funds.

Portfolio Review:
CITY OF BENICIA RESERVES

Certificate of Compliance

During the reporting period for the quarter ended March 31, 2026, the account(s) managed by PFM Asset Management ("PFMAM") were in compliance with the applicable investment policy and guidelines as furnished to PFMAM.

Acknowledged : *PFM Asset Management, a division of U.S. Bancorp Asset Management, Inc.*

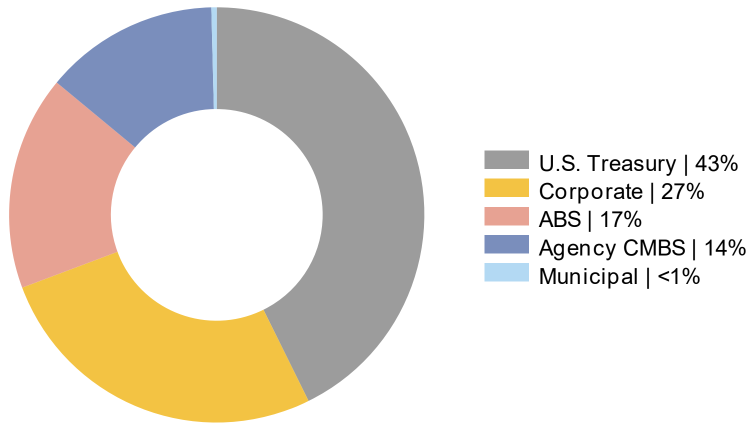
Note: Pre- and post-trade compliance for the account(s) managed by PFM Asset Management is provided via Bloomberg Financial LP Asset and Investment Management ("AIM").

Portfolio Snapshot - CITY OF BENICIA RESERVES[1]

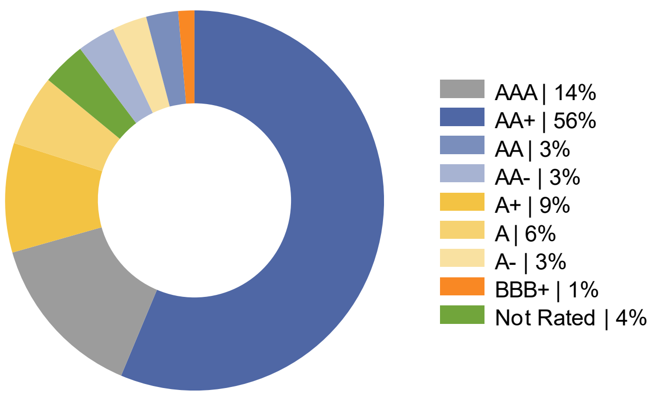
Portfolio Statistics

Total Market Value	$34,812,163.40
Securities Sub-Total	*$34,444,535.47*
Accrued Interest	*$225,281.65*
Cash	*$142,346.28*
Portfolio Effective Duration	2.03 years
Benchmark Effective Duration	2.02 years
Yield At Cost	4.14%
Yield At Market	4.04%
Portfolio Credit Quality	AA

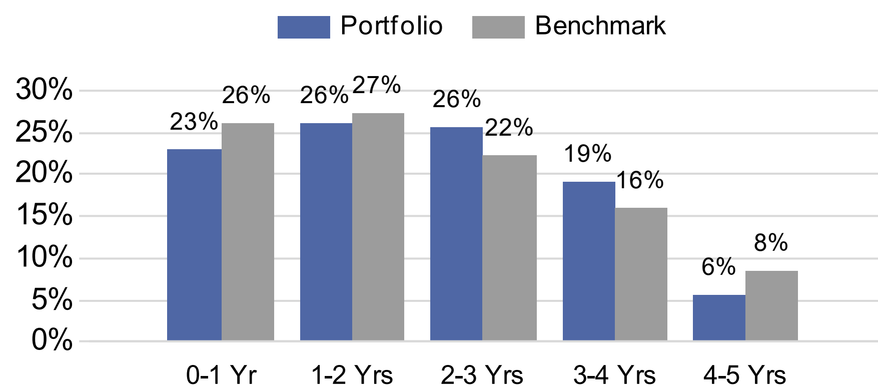
Sector Allocation



Credit Quality - S&P

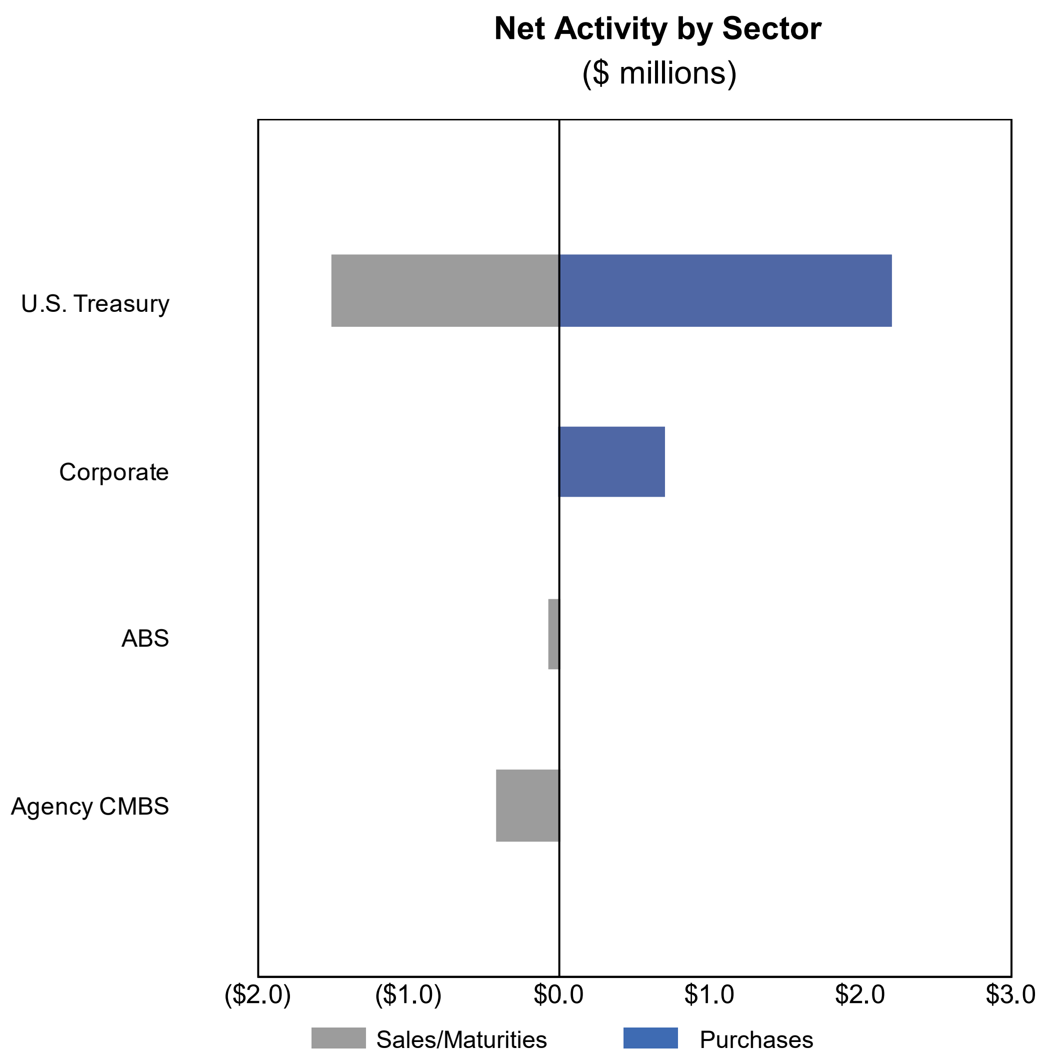


Duration Distribution



1. *Total market value includes accrued interest and balances invested in PFM AM, as of March 31, 2026.*
Yield and duration calculations exclude balances invested in PFM AM.
The portfolio's benchmark is currently the ICE BofA 0-5 Year U.S Treasury Index. Prior to 6/30/06 it was the ICE BofA 1-3 Year U.S Treasury Index. Source: Bloomberg Financial LP.
An average of each security's credit rating was assigned a numeric value and adjusted for its relative weighting in the portfolio.

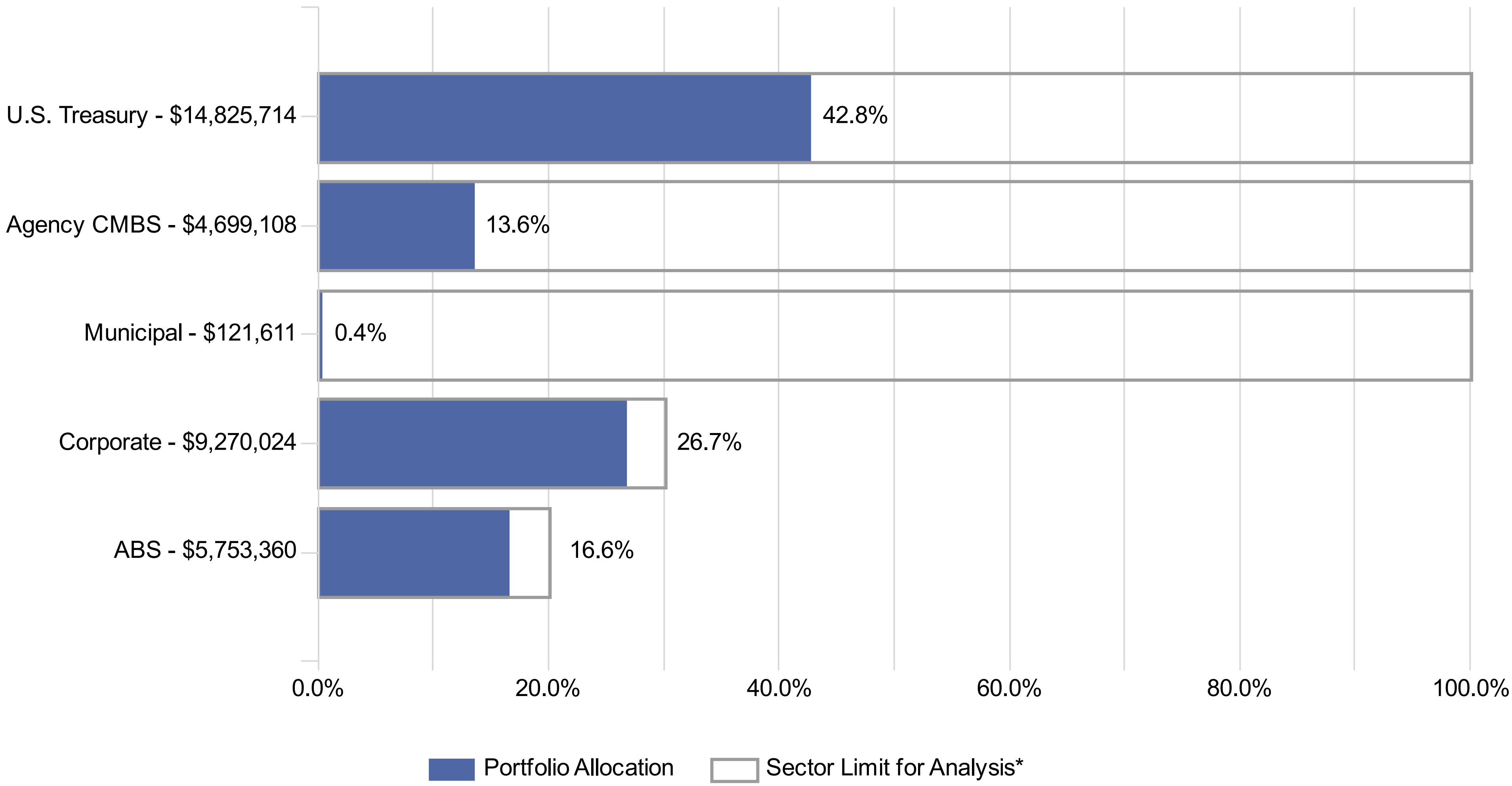
Portfolio Activity - CITY OF BENICIA RESERVES



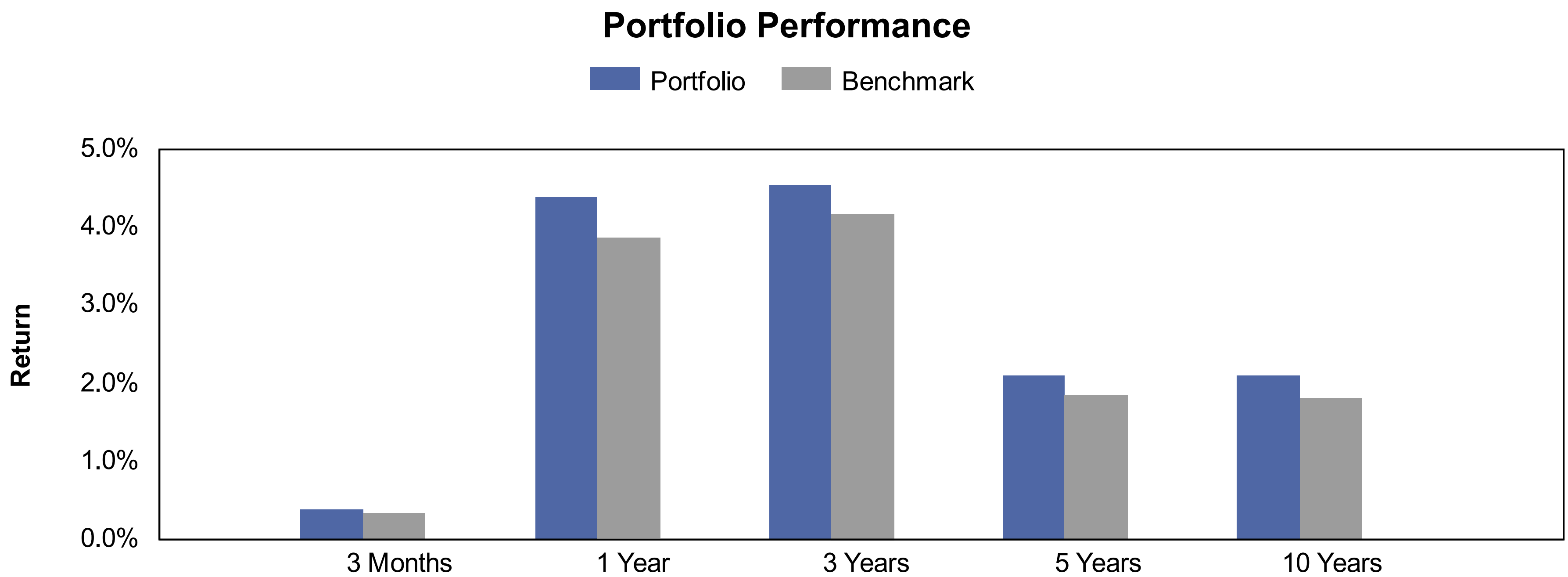
Sector	Net Activity
U.S. Treasury	$709,597
Corporate	$700,298
ABS	($62,011)
Agency CMBS	($414,138)
Total Net Activity	**$933,746**

Based on total proceeds (principal and accrued interest) of buys, sells, maturities, and principal paydowns. Detail may not add to total due to rounding.

Sector Allocation Analytics



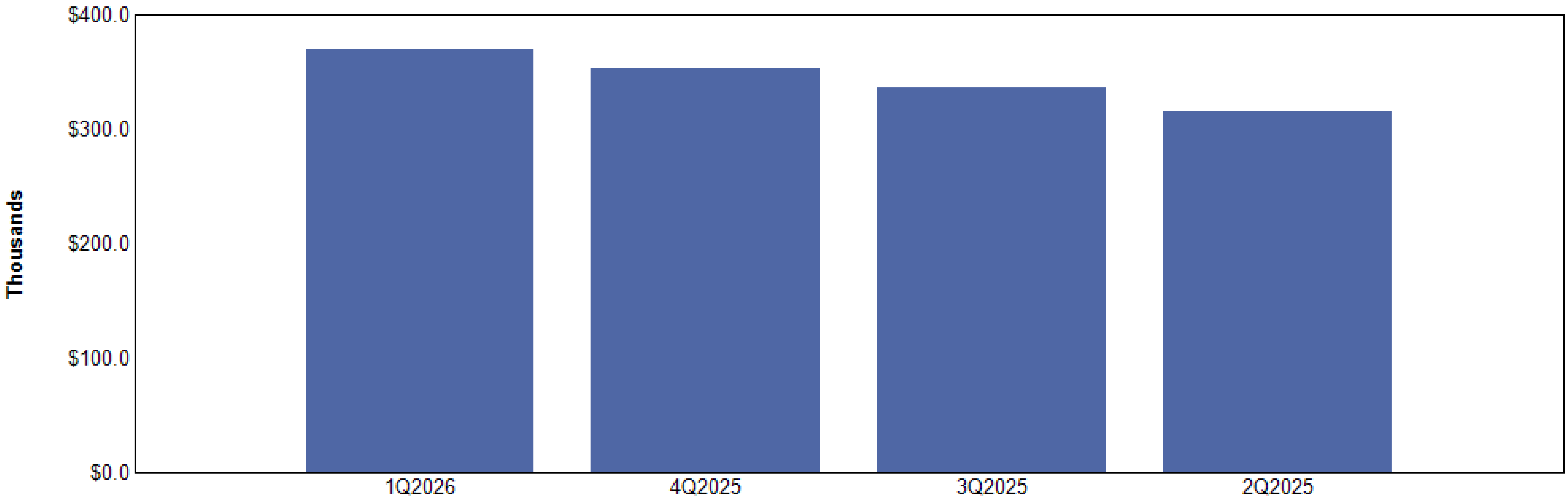
For informational/analytical purposes only and is not provided for compliance assurance. Includes accrued interest.
**Sector Limit for Analysis is as derived from our interpretation of your most recent Investment Policy as provided.*



Market Value Basis Earnings	3 Months	1 Year	3 Years	5 Years	10 Years
Interest Earned[2]	$307,594	$1,159,884	$2,697,558	$3,520,219	$6,038,075
Change in Market Value	($176,748)	$301,959	$1,653,806	($63,357)	$477,977
Total Dollar Return	**$130,846**	**$1,461,843**	**$4,351,364**	**$3,456,862**	**$6,516,052**
Total Return[3]					
Portfolio	0.38%	4.38%	4.55%	2.11%	2.09%
Benchmark[4]	0.33%	3.91%	4.12%	1.88%	1.84%
Difference	0.05%	0.47%	0.43%	0.23%	0.25%

1. *The lesser of 10 years or since inception is shown. Since inception returns for periods one year or less are not shown. Performance inception date is December 31, 2005.*
2. *Interest earned calculated as the ending accrued interest less beginning accrued interest, plus net interest activity.*
3. *Returns for periods one year or less are presented on a periodic basis. Returns for periods greater than one year are presented on an annualized basis.*
4. *The portfolio's benchmark is currently the ICE BofA 0-5 Year U.S Treasury Index. Prior to 6/30/06 it was the ICE BofA 1-3 Year U.S Treasury Index. Source: Bloomberg Financial LP*

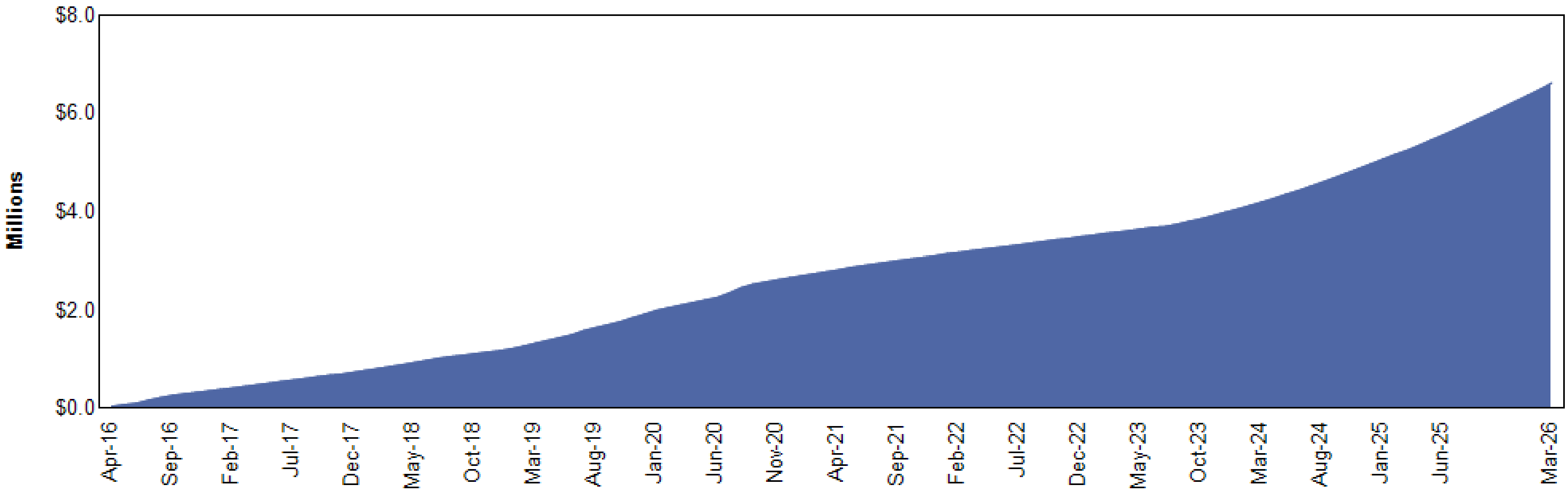
Accrual Basis Earnings - CITY OF BENICIA RESERVES



Accrual Basis Earnings	1Q2026	4Q2025	3Q2025	2Q2025
Interest Earned[1]	$307,594	$296,804	$286,341	$269,145
Realized Gains / (Losses)[2]	$17,408	$6,062	$62	($3,623)
Change in Amortized Cost	$45,160	$49,365	$50,274	$49,423
Total Earnings	**$370,163**	**$352,231**	**$336,676**	**$314,945**

1. *Interest earned calculated as the ending accrued interest less beginning accrued interest, plus net interest activity.*
2. *Realized gains / (losses) are shown on an amortized cost basis.*

Accrual Basis Earnings - CITY OF BENICIA RESERVES



Accrual Basis Earnings	3 Months	1 Year	3 Years	5 Year	10 Year[1]
Interest Earned[2]	$307,594	$1,159,884	$2,697,558	$3,520,219	$6,038,075
Realized Gains / (Losses)[3]	$17,408	$19,910	($140,112)	($172,052)	$17,324
Change in Amortized Cost	$45,160	$194,221	$481,894	$491,726	$568,418
Total Earnings	**$370,163**	**$1,374,014**	**$3,039,340**	**$3,839,893**	**$6,623,816**

1. *The lesser of 10 years or since inception is shown. Performance inception date is December 31, 2005.*
2. *Interest earned calculated as the ending accrued interest less beginning accrued interest, plus net interest activity.*
3. *Realized gains / (losses) are shown on an amortized cost basis.*

Issuer Diversification

Security Type / Issuer	Market Value (%)	S&P / Moody's / Fitch
U.S. Treasury	**42.8%**	
United States Treasury	42.8%	AA / Aa / AA
Agency CMBS	**13.6%**	
Federal Home Loan Mortgage Corp	12.8%	AA / Aa / AA
Federal National Mortgage Association	0.8%	AA / Aa / AA
Municipal	**0.4%**	
State of California	0.4%	AA / Aa / AA
Corporate	**26.7%**	
Adobe Inc	0.7%	A / A / NR
Air Products and Chemicals Inc	0.6%	A / A / NR
Amazon.com Inc	1.0%	AA / A / AA
American Express Co	0.7%	A / A / A
Analog Devices Inc	0.7%	A / A / A
Bank of America Corp	1.5%	A / A / AA
Bank of New York Mellon Corp	1.3%	A / Aa / AA
Berkshire Hathaway Inc	1.3%	AA / Aa / A
BlackRock Inc	1.3%	AA / Aa / NR
Caterpillar Inc	0.6%	A / A / A
Cisco Systems Inc	0.7%	AA / A / NR
Citigroup Inc	1.3%	A / Aa / AA
Deere & Co	0.7%	A / A / A
Home Depot Inc	0.7%	A / A / A
Honda Motor Co Ltd	0.6%	BBB / A / A
Lockheed Martin Corp	0.1%	A / A / A
Merck & Co Inc	0.3%	A / Aa / NR
Microsoft Corp	1.3%	AAA / Aaa / NR
Morgan Stanley	1.0%	A / Aa / AA

Security Type / Issuer	Market Value (%)	S&P / Moody's / Fitch
Corporate	**26.7%**	
National Rural Utilities Cooperative Fi	0.7%	A / A / A
Northern Trust Corp	0.9%	A / A / A
Novartis AG	0.8%	AA / Aa / NR
PACCAR Inc	0.7%	A / A / NR
Pfizer Inc	1.0%	A / A / NR
Salesforce Inc	1.0%	A / A / NR
Shell PLC	0.9%	A / Aa / AA
State Street Corp	0.4%	A / Aa / AA
Target Corp	0.1%	A / A / NR
Texas Instruments Inc	0.1%	A / Aa / NR
TotalEnergies SE	1.0%	A / Aa / NR
Toyota Motor Corp	0.7%	A / A / A
UnitedHealth Group Inc	0.6%	A / A / A
Walmart Inc	0.5%	AA / Aa / AA
Wells Fargo & Co	0.7%	BBB / A / A
ABS	**16.6%**	
Ally Auto Receivables Trust	0.2%	AAA / NR / AAA
American Express Co	2.5%	AAA / NR / AAA
BA Credit Card Trust	0.8%	AAA / Aaa / AAA
BMW Vehicle Lease Trust	0.5%	AAA / Aaa / NR
Capital One Financial Corp	0.9%	AAA / NR / AAA
Citigroup Inc	1.0%	AAA / Aaa / NR
Ford Credit Auto Owner Trust	1.2%	AAA / Aaa / AAA
GM Financial Consumer Automobile Receiv	0.4%	AAA / Aaa / NR
Harley-Davidson Inc	0.1%	NR / Aaa / AAA
Honda Auto Receivables Owner Trust	1.5%	AAA / Aaa / AAA

Ratings shown are calculated by assigning a numeral value to each security rating, then calculating a weighted average rating for each security type / issuer category using all available security ratings, excluding Not-Rated (NR) ratings. For security type / issuer categories where a rating from the applicable NRSRO is not available, a rating of NR is assigned. Includes accrued interest and excludes balances invested in overnight funds.

Issuer Diversification

Security Type / Issuer	Market Value (%)	S&P / Moody's / Fitch
ABS	**16.6%**	
Hyundai Auto Receivables Trust	1.4%	AAA / NR / AAA
JPMorgan Chase & Co	0.8%	AAA / NR / AAA
Nissan Auto Receivables Owner Trust	0.9%	NR / Aaa / AAA
Toyota Auto Receivables Owner Trust	1.0%	AAA / Aaa / AAA
Verizon Master Trust	0.8%	NR / Aaa / AAA
Volkswagen Auto Loan Enhanced Trust	1.3%	AAA / Aaa / AAA
WF Card Issuance Trust	1.4%	AAA / Aaa / AAA
Total	**100.0%**	

Ratings shown are calculated by assigning a numeral value to each security rating, then calculating a weighted average rating for each security type / issuer category using all available security ratings, excluding Not-Rated (NR) ratings. For security type / issuer categories where a rating from the applicable NRSRO is not available, a rating of NR is assigned. Includes accrued interest and excludes balances invested in overnight funds.

Issuer Distribution
As of March 31, 2026

Issuer	Market Value ($)	% of Portfolio
UNITED STATES TREASURY	14,727,225	42.75 %
FEDERAL HOME LOAN MORTGAGE CORP	4,407,654	12.79 %
AMERICAN EXPRESS CO	1,104,193	3.21 %
CITIGROUP INC	818,311	2.38 %
HONDA AUTO RECEIVABLES OWNER TRUST	534,466	1.55 %
BANK OF AMERICA CORP	502,174	1.46 %
HYUNDAI AUTO RECEIVABLES TRUST	485,533	1.41 %
WF CARD ISSUANCE TRUST	477,285	1.39 %
BLACKROCK INC	456,995	1.33 %
MICROSOFT CORP	447,588	1.30 %
BERKSHIRE HATHAWAY INC	443,026	1.29 %
BANK OF NEW YORK MELLON CORP	442,614	1.29 %
VOLKSWAGEN AUTO LOAN ENHANCED TRUST	436,169	1.27 %
FORD CREDIT AUTO OWNER TRUST	400,607	1.16 %
TOYOTA AUTO RECEIVABLES OWNER TRUST	356,758	1.04 %
SALESFORCE INC	350,725	1.02 %
PFIZER INC	347,569	1.01 %
TOTALENERGIES SE	346,771	1.01 %
AMAZON.COM INC	345,899	1.00 %
MORGAN STANLEY	326,928	0.95 %
NORTHERN TRUST CORP	322,082	0.94 %
SHELL PLC	321,811	0.93 %
NISSAN AUTO RECEIVABLES OWNER TRUST	316,682	0.92 %
CAPITAL ONE FINANCIAL CORP	309,641	0.90 %

Issuer	Market Value ($)	% of Portfolio
NOVARTIS AG	286,770	0.83 %
FEDERAL NATIONAL MORTGAGE ASSOCIATION	274,699	0.80 %
BA CREDIT CARD TRUST	266,270	0.77 %
VERIZON MASTER TRUST	266,184	0.77 %
JPMORGAN CHASE & CO	261,178	0.76 %
WELLS FARGO & CO	252,168	0.73 %
PACCAR INC	251,677	0.73 %
ANALOG DEVICES INC	250,789	0.73 %
CISCO SYSTEMS INC	249,487	0.72 %
NATIONAL RURAL UTILITIES COOPERATIVE FI	229,808	0.67 %
DEERE & CO	229,360	0.67 %
ADOBE INC	228,667	0.66 %
HOME DEPOT INC	228,458	0.66 %
TOYOTA MOTOR CORP	227,272	0.66 %
UNITEDHEALTH GROUP INC	224,150	0.65 %
HONDA MOTOR CO LTD	222,969	0.65 %
CATERPILLAR INC	221,044	0.64 %
AIR PRODUCTS AND CHEMICALS INC	206,999	0.60 %
BMW VEHICLE LEASE TRUST	175,936	0.51 %
WALMART INC	154,876	0.45 %
GM FINANCIAL CONSUMER AUTOMOBILE RECEIV	145,313	0.42 %
STATE STREET CORP	121,888	0.35 %
STATE OF CALIFORNIA	121,127	0.35 %
MERCK & CO INC	90,106	0.26 %
ALLY AUTO RECEIVABLES TRUST	85,139	0.25 %
TEXAS INSTRUMENTS INC	50,376	0.15 %
TARGET CORP	39,372	0.11 %

Issuer	Market Value ($)	% of Portfolio
LOCKHEED MARTIN CORP	35,208	0.10 %
HARLEY-DAVIDSON INC	18,543	0.05 %
Grand Total	**34,444,535**	**100.00 %**

Portfolio Holdings and Transactions

Managed Account Detail of Securities Held

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury											
US TREASURY N/B DTD 04/30/2021 0.750% 04/30/2026	91282CBW0	300,000.00	AA+	Aa1	1/4/2022	1/6/2022	292,687.50	1.33	944.75	299,865.36	299,290.80
US TREASURY N/B DTD 04/30/2021 0.750% 04/30/2026	91282CBW0	75,000.00	AA+	Aa1	2/10/2022	2/14/2022	71,458.01	1.92	236.19	74,933.13	74,822.70
US TREASURY N/B DTD 08/02/2021 0.625% 07/31/2026	91282CCP4	750,000.00	AA+	Aa1	8/8/2022	8/15/2022	682,968.75	3.04	776.93	744,390.88	742,271.25
US TREASURY N/B DTD 08/02/2021 0.625% 07/31/2026	91282CCP4	575,000.00	AA+	Aa1	8/1/2022	8/4/2022	529,359.38	2.74	595.65	571,209.67	569,074.63
US TREASURY N/B DTD 11/15/2016 2.000% 11/15/2026	912828U24	350,000.00	AA+	Aa1	11/1/2022	11/4/2022	319,402.34	4.39	2,649.17	345,260.69	346,214.40
US TREASURY N/B DTD 11/15/2016 2.000% 11/15/2026	912828U24	600,000.00	AA+	Aa1	12/5/2022	12/7/2022	558,304.69	3.92	4,541.44	593,393.65	593,510.40
US TREASURY N/B DTD 11/15/2016 2.000% 11/15/2026	912828U24	225,000.00	AA+	Aa1	10/5/2022	10/11/2022	207,369.14	4.10	1,703.04	222,312.94	222,566.40
US TREASURY N/B DTD 11/15/2016 2.000% 11/15/2026	912828U24	500,000.00	AA+	Aa1	1/4/2023	1/6/2023	465,175.78	3.96	3,784.53	494,364.85	494,592.00
US TREASURY N/B DTD 05/02/2022 2.750% 04/30/2027	91282CEN7	875,000.00	AA+	Aa1	1/31/2023	2/3/2023	842,495.12	3.70	10,103.59	866,721.45	865,522.88
US TREASURY N/B DTD 08/01/2022 2.750% 07/31/2027	91282CFB2	350,000.00	AA+	Aa1	7/3/2023	7/7/2023	329,957.03	4.30	1,595.30	343,440.48	345,091.95
US TREASURY N/B DTD 08/01/2022 2.750% 07/31/2027	91282CFB2	200,000.00	AA+	Aa1	9/11/2023	9/15/2023	187,343.75	4.55	911.60	195,653.05	197,195.40
US TREASURY N/B DTD 08/01/2022 2.750% 07/31/2027	91282CFB2	600,000.00	AA+	Aa1	5/1/2023	5/5/2023	579,726.57	3.62	2,734.81	593,635.08	591,586.20
US TREASURY N/B DTD 08/01/2022 2.750% 07/31/2027	91282CFB2	450,000.00	AA+	Aa1	6/2/2023	6/6/2023	429,152.34	3.97	2,051.10	443,316.65	443,689.65
US TREASURY N/B DTD 11/30/2022 3.875% 11/30/2027	91282CFZ9	275,000.00	AA+	Aa1	1/2/2024	1/5/2024	273,947.27	3.98	3,571.60	274,550.83	275,161.15
US TREASURY N/B DTD 02/28/2023 4.000% 02/29/2028	91282CGP0	250,000.00	AA+	Aa1	5/1/2024	5/6/2024	243,203.13	4.79	869.57	246,441.71	250,820.25

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury											
US TREASURY N/B DTD 06/30/2021 1.250% 06/30/2028	91282CCH2	300,000.00	AA+	Aa1	8/1/2024	8/5/2024	270,914.06	3.96	942.68	282,704.94	283,546.80
US TREASURY N/B DTD 06/30/2021 1.250% 06/30/2028	91282CCH2	300,000.00	AA+	Aa1	6/6/2024	6/11/2024	265,371.09	4.39	942.68	280,043.61	283,546.80
US TREASURY N/B DTD 06/30/2021 1.250% 06/30/2028	91282CCH2	300,000.00	AA+	Aa1	7/1/2024	7/3/2024	264,855.47	4.49	942.68	279,452.20	283,546.80
US TREASURY N/B DTD 06/30/2021 1.250% 06/30/2028	91282CCH2	400,000.00	AA+	Aa1	9/4/2024	9/6/2024	366,859.38	3.59	1,256.91	379,929.47	378,062.40
US TREASURY N/B DTD 01/02/2024 3.750% 12/31/2028	91282CJR3	450,000.00	AA+	Aa1	1/2/2025	1/7/2025	440,068.36	4.36	4,242.06	442,965.95	449,103.60
US TREASURY N/B DTD 01/02/2024 3.750% 12/31/2028	91282CJR3	275,000.00	AA+	Aa1	10/31/2024	11/5/2024	270,896.48	4.14	2,592.37	272,207.30	274,452.20
US TREASURY N/B DTD 01/02/2024 3.750% 12/31/2028	91282CJR3	800,000.00	AA+	Aa1	12/3/2024	12/6/2024	789,468.75	4.10	7,541.44	792,698.17	798,406.40
US TREASURY N/B DTD 06/30/2022 3.250% 06/30/2029	91282CEV9	800,000.00	AA+	Aa1	3/3/2025	3/6/2025	774,375.00	4.06	6,535.91	780,325.19	785,468.80
US TREASURY N/B DTD 06/30/2022 3.250% 06/30/2029	91282CEV9	675,000.00	AA+	Aa1	8/1/2025	8/5/2025	658,388.67	3.94	5,514.68	661,000.77	662,739.30
US TREASURY N/B DTD 06/30/2022 3.250% 06/30/2029	91282CEV9	875,000.00	AA+	Aa1	9/2/2025	9/5/2025	861,909.18	3.67	7,148.65	863,750.46	859,106.50
US TREASURY N/B DTD 06/30/2022 3.250% 06/30/2029	91282CEV9	200,000.00	AA+	Aa1	4/1/2025	4/4/2025	195,203.13	3.87	1,633.98	196,257.08	196,367.20
US TREASURY N/B DTD 06/30/2022 3.250% 06/30/2029	91282CEV9	100,000.00	AA+	Aa1	7/1/2025	7/3/2025	98,175.78	3.75	816.99	98,495.98	98,183.60
US TREASURY N/B DTD 01/31/2025 4.250% 01/31/2030	91282CMG3	300,000.00	AA+	Aa1	2/2/2026	2/5/2026	305,859.38	3.72	2,113.26	305,650.99	303,796.80
US TREASURY N/B DTD 01/31/2025 4.250% 01/31/2030	91282CMG3	275,000.00	AA+	Aa1	11/4/2025	11/7/2025	281,251.95	3.66	1,937.15	280,706.59	278,480.40
US TREASURY N/B DTD 01/31/2025 4.250% 01/31/2030	91282CMG3	500,000.00	AA+	Aa1	3/16/2026	3/17/2026	508,750.00	3.76	3,522.10	508,663.29	506,328.00
US TREASURY N/B DTD 01/31/2025 4.250% 01/31/2030	91282CMG3	600,000.00	AA+	Aa1	10/1/2025	10/6/2025	613,687.50	3.67	4,226.52	612,259.10	607,593.60

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury											
US TREASURY N/B DTD 01/31/2025 4.250% 01/31/2030	91282CMG3	1,350,000.00	AA+	Aa1	3/2/2026	3/6/2026	1,383,539.06	3.56	9,509.67	1,382,962.43	1,367,085.60
Security Type Sub-Total		**14,875,000.00**					**14,362,124.04**	**3.77**	**98,489.00**	**14,729,563.94**	**14,727,224.86**
Municipal											
CA ST DTD 03/15/2023 4.846% 03/01/2027	13063D3N6	120,000.00	AA-	Aa2	3/9/2023	3/15/2023	120,000.00	4.85	484.60	120,000.00	121,126.68
Security Type Sub-Total		**120,000.00**					**120,000.00**	**4.85**	**484.60**	**120,000.00**	**121,126.68**
Corporate											
UNITEDHEALTH GROUP INC (CALLABLE) DTD 05/19/2021 1.150% 05/15/2026	91324PEC2	225,000.00	A+	A2	5/17/2021	5/19/2021	224,608.50	1.19	977.50	224,990.41	224,149.73
CATERPILLAR FINL SERVICE DTD 01/10/2022 1.700% 01/08/2027	14913R2U0	225,000.00	A	A1	1/11/2022	1/13/2022	223,863.75	1.81	881.88	224,824.66	221,044.05
TARGET CORP (CALLABLE) DTD 01/24/2022 1.950% 01/15/2027	87612EBM7	40,000.00	A	A2	1/19/2022	1/24/2022	39,932.00	1.99	164.67	39,989.22	39,372.40
BANK OF NY MELLON CORP (CALLABLE) DTD 01/26/2022 2.050% 01/26/2027	06406RBA4	450,000.00	A	Aa3	1/26/2022	1/28/2022	449,001.00	2.10	1,665.63	449,836.09	442,614.15
MICROSOFT CORP (CALLABLE) DTD 02/06/2017 3.300% 02/06/2027	594918BY9	450,000.00	AAA	Aaa	3/14/2023	3/17/2023	433,165.50	4.36	2,268.75	446,329.86	447,588.00
BERKSHIRE HATHAWAY FIN (CALLABLE) DTD 03/15/2022 2.300% 03/15/2027	084664CZ2	450,000.00	AA	Aa2	3/15/2022	3/17/2022	441,558.00	2.70	460.00	448,384.85	443,026.35
TEXAS INSTRUMENTS INC (CALLABLE) DTD 11/18/2022 4.600% 02/15/2028	882508BV5	50,000.00	A+	Aa3	5/11/2023	5/18/2023	51,202.00	4.04	293.89	50,461.59	50,376.40
WALMART INC (CALLABLE) DTD 04/18/2023 3.900% 04/15/2028	931142FB4	155,000.00	AA	Aa2	4/12/2023	4/18/2023	154,714.80	3.94	2,787.42	154,883.51	154,875.54
LOCKHEED MARTIN CORP (CALLABLE) DTD 05/25/2023 4.450% 05/15/2028	539830BZ1	35,000.00	A-	A2	5/23/2023	5/25/2023	34,937.00	4.49	588.39	34,973.11	35,208.39

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate											
MERCK & CO INC (CALLABLE) DTD 05/17/2023 4.050% 05/17/2028	58933YBH7	90,000.00	A+	Aa3	5/8/2023	5/17/2023	89,927.10	4.07	1,356.75	89,968.98	90,105.57
MORGAN STANLEY BANK NA (CALLABLE) DTD 07/19/2024 4.968% 07/14/2028	61690U8E3	325,000.00	A+	Aa3	7/18/2024	7/19/2024	325,325.00	4.94	3,453.45	325,145.93	326,927.58
JOHN DEERE CAPITAL CORP DTD 07/14/2023 4.950% 07/14/2028	24422EXB0	225,000.00	A	A1	7/21/2023	7/25/2023	226,719.00	4.78	2,382.19	225,790.80	229,360.28
CITIBANK NA (CALLABLE) DTD 09/29/2023 5.803% 09/29/2028	17325FBB3	450,000.00	A+	Aa3	10/2/2023	10/4/2023	447,768.00	5.92	145.08	448,802.74	467,276.85
TOYOTA MOTOR CREDIT CORP DTD 01/05/2024 4.650% 01/05/2029	89236TLL7	130,000.00	A+	A1	1/2/2024	1/5/2024	129,821.90	4.68	1,444.08	129,896.80	131,312.48
TOYOTA MOTOR CREDIT CORP DTD 01/05/2024 4.650% 01/05/2029	89236TLL7	95,000.00	A+	A1	1/3/2024	1/5/2024	94,874.60	4.68	1,055.29	94,927.26	95,959.12
AIR PRODUCTS & CHEMICALS (CALLABLE) DTD 02/08/2024 4.600% 02/08/2029	009158BH8	205,000.00	A	A3	2/6/2024	2/8/2024	204,727.35	4.63	1,388.31	204,836.92	206,999.37
CISCO SYSTEMS INC (CALLABLE) DTD 02/26/2024 4.850% 02/26/2029	17275RBR2	245,000.00	AA-	A1	2/21/2024	2/26/2024	244,914.25	4.86	1,155.24	244,948.20	249,486.69
BLACKROCK FUNDING INC (CALLABLE) DTD 03/14/2024 4.700% 03/14/2029	09290DAA9	30,000.00	AA-	Aa3	3/5/2024	3/14/2024	29,945.70	4.74	66.58	29,966.48	30,466.32
BLACKROCK FUNDING INC (CALLABLE) DTD 03/14/2024 4.700% 03/14/2029	09290DAA9	420,000.00	AA-	Aa3	3/6/2024	3/14/2024	420,205.80	4.69	932.17	420,128.29	426,528.48
SALESFORCE INC (CALLABLE) DTD 03/13/2026 4.650% 03/15/2029	79466LAR5	350,000.00	A+	A2	3/11/2026	3/13/2026	349,923.00	4.66	813.75	349,924.49	350,724.85
ADOBE INC (CALLABLE) DTD 04/04/2024 4.800% 04/04/2029	00724PAF6	100,000.00	A+	A1	4/2/2024	4/4/2024	99,868.00	4.83	2,360.00	99,916.93	101,629.60
ADOBE INC (CALLABLE) DTD 04/04/2024 4.800% 04/04/2029	00724PAF6	125,000.00	A+	A1	4/1/2024	4/4/2024	124,813.75	4.83	2,950.00	124,882.67	127,037.00
WELLS FARGO & COMPANY (CALLABLE) DTD 04/23/2025 4.970% 04/23/2029	95000U3T8	70,000.00	BBB+	A1	4/16/2025	4/23/2025	70,056.00	4.95	1,526.89	70,039.44	70,606.97
WELLS FARGO & COMPANY (CALLABLE) DTD 04/23/2025 4.970% 04/23/2029	95000U3T8	180,000.00	BBB+	A1	4/15/2025	4/23/2025	180,000.00	4.97	3,926.30	180,000.00	181,560.78

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate											
AMERICAN EXPRESS CO (CALLABLE) DTD 04/25/2025 4.731% 04/25/2029	025816ED7	110,000.00	A-	A2	4/22/2025	4/25/2025	110,000.00	4.73	2,255.11	110,000.00	110,695.31
AMERICAN EXPRESS CO (CALLABLE) DTD 04/25/2025 4.731% 04/25/2029	025816ED7	140,000.00	A-	A2	4/21/2025	4/25/2025	140,000.00	4.73	2,870.14	140,000.00	140,884.94
BANK OF AMERICA CORP (CALLABLE) DTD 05/09/2025 4.623% 05/09/2029	06051GMT3	500,000.00	A-	A1	5/6/2025	5/9/2025	500,000.00	4.62	9,117.58	500,000.00	502,174.00
NATIONAL RURAL UTIL COOP (CALLABLE) DTD 05/10/2024 5.150% 06/15/2029	63743HFS6	90,000.00	A-	A2	9/9/2024	9/16/2024	93,486.60	4.24	1,364.75	92,408.85	91,923.30
NATIONAL RURAL UTIL COOP (CALLABLE) DTD 05/10/2024 5.150% 06/15/2029	63743HFS6	135,000.00	A-	A2	9/9/2024	9/16/2024	140,300.10	4.23	2,047.13	138,661.76	137,884.95
HOME DEPOT INC (CALLABLE) DTD 06/25/2024 4.750% 06/25/2029	437076DC3	150,000.00	A	A2	6/18/2024	6/25/2024	149,176.50	4.88	1,900.00	149,445.57	152,305.35
HOME DEPOT INC (CALLABLE) DTD 06/25/2024 4.750% 06/25/2029	437076DC3	75,000.00	A	A2	6/17/2024	6/25/2024	74,516.25	4.90	950.00	74,674.12	76,152.68
AMERICAN HONDA FINANCE DTD 09/05/2024 4.400% 09/05/2029	02665WFQ9	225,000.00	BBB+	A3	9/3/2024	9/5/2024	224,730.00	4.43	715.00	224,808.78	222,968.93
STATE STREET CORP (CALLABLE) DTD 04/24/2025 4.834% 04/24/2030	857477DB6	120,000.00	A	Aa3	4/22/2025	4/24/2025	120,000.00	4.83	2,529.79	120,000.00	121,887.96
PACCAR FINANCIAL CORP DTD 05/08/2025 4.550% 05/08/2030	69371RT71	250,000.00	A+	A1	5/5/2025	5/8/2025	249,612.50	4.59	4,518.40	249,676.18	251,677.00
ANALOG DEVICES INC (CALLABLE) DTD 06/16/2025 4.500% 06/15/2030	032654BE4	250,000.00	A	A2	6/12/2025	6/16/2025	249,780.00	4.52	3,312.50	249,812.39	250,788.50
NOVARTIS CAPITAL CORP (CALLABLE) DTD 11/05/2025 4.100% 11/05/2030	66989HAY4	290,000.00	AA-	Aa3	11/3/2025	11/5/2025	289,130.00	4.17	4,822.06	289,195.26	286,769.69
SHELL FINANCE US INC (CALLABLE) DTD 11/06/2025 4.125% 11/06/2030	822905AN5	70,000.00	A+	Aa2	11/3/2025	11/6/2025	69,731.20	4.21	1,163.02	69,751.09	69,313.16
SHELL FINANCE US INC (CALLABLE) DTD 11/06/2025 4.125% 11/06/2030	822905AN5	255,000.00	A+	Aa2	11/4/2025	11/6/2025	254,510.40	4.17	4,236.72	254,546.68	252,497.94
PFIZER INC (CALLABLE) DTD 11/21/2025 4.200% 11/15/2030	717081FD0	285,000.00	A	A2	11/18/2025	11/21/2025	284,774.85	4.22	4,322.50	284,790.19	283,020.11

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate											
PFIZER INC (CALLABLE) DTD 11/21/2025 4.200% 11/15/2030	717081FD0	65,000.00	A	A2	11/19/2025	11/21/2025	65,040.95	4.19	985.83	65,038.33	64,548.45
NORTHERN TRUST CORP DTD 11/19/2025 4.150% 11/19/2030	665859AY0	260,000.00	A+	A2	11/13/2025	11/19/2025	259,685.40	4.18	3,956.33	259,707.10	257,665.46
NORTHERN TRUST CORP DTD 11/19/2025 4.150% 11/19/2030	665859AY0	65,000.00	A+	A2	11/12/2025	11/19/2025	64,968.15	4.16	989.08	64,970.43	64,416.36
AMAZON.COM INC (CALLABLE) DTD 11/20/2025 4.100% 11/20/2030	023135CT1	350,000.00	AA	A1	11/17/2025	11/20/2025	349,625.50	4.12	5,221.81	349,650.34	345,898.70
TOTALENERGI CAP USA LLC (CALLABLE) DTD 01/13/2026 4.248% 01/13/2031	89158TAA7	205,000.00	A+	Aa3	1/7/2026	1/13/2026	205,375.15	4.21	1,886.82	205,360.23	203,108.67
TOTALENERGI CAP USA LLC (CALLABLE) DTD 01/13/2026 4.248% 01/13/2031	89158TAA7	145,000.00	A+	Aa3	1/6/2026	1/13/2026	145,000.00	4.25	1,334.58	145,000.00	143,662.23
Security Type Sub-Total		**9,155,000.00**					**9,131,315.55**	**4.22**	**95,543.36**	**9,151,346.53**	**9,174,480.64**
Agency CMBS											
FHMS K058 A2 DTD 11/01/2016 2.653% 08/01/2026	3137BSP72	325,000.00	AA+	Aa1	4/6/2023	4/12/2023	311,314.45	3.98	718.52	323,375.33	322,989.55
FHMS K061 A2 DTD 01/01/2017 3.347% 11/01/2026	3137BTUM1	193,412.24	AA+	Aa1	5/19/2023	5/24/2023	187,458.77	4.29	539.46	192,307.47	192,377.68
FHMS K064 A2 DTD 05/01/2017 3.224% 03/01/2027	3137BXQY1	300,000.00	AA+	Aa1	8/16/2023	8/18/2023	282,984.37	4.94	806.00	295,355.80	297,785.10
FHMS K065 A2 DTD 07/01/2017 3.243% 04/01/2027	3137F1G44	300,000.00	AA+	Aa1	6/8/2023	6/13/2023	287,472.66	4.42	810.75	296,544.18	297,571.50
FHMS KJ48 A1 DTD 12/01/2023 4.858% 05/01/2028	3137HBC69	173,598.27	AA+	Aa1	12/6/2023	12/14/2023	173,596.88	4.86	702.78	173,597.56	175,332.86
FHMS K505 A2 DTD 07/01/2023 4.819% 06/01/2028	3137HACX2	300,000.00	AA+	Aa1	7/13/2023	7/20/2023	302,996.40	4.59	1,204.75	301,357.24	303,350.10
FHMS KJ46 A1 DTD 07/01/2023 4.777% 06/01/2028	3137HAD45	233,606.33	AA+	Aa1	7/19/2023	7/27/2023	233,600.47	4.78	929.95	233,603.66	234,953.54
FNA 2023-M6 A2 DTD 07/01/2023 4.172% 07/01/2028	3136BQDE6	274,952.10	AA+	Aa1	7/18/2023	7/31/2023	270,290.80	4.58	960.04	272,785.14	274,699.42

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Agency CMBS											
FHMS K506 A2 DTD 09/01/2023 4.650% 08/01/2028	3137HAMH6	450,000.00	AA+	Aa1	9/7/2023	9/14/2023	443,343.15	4.99	1,743.75	446,554.09	454,533.75
FHMS K508 A2 DTD 10/01/2023 4.740% 08/01/2028	3137HAQ74	300,000.00	AA+	Aa1	10/11/2023	10/19/2023	293,419.20	5.25	1,185.00	296,523.07	303,224.70
FHMS K507 A2 DTD 09/01/2023 4.800% 09/01/2028	3137HAMS2	300,000.00	AA+	Aa1	9/20/2023	9/28/2023	296,414.10	5.07	1,200.00	298,068.21	303,847.50
FHMS K509 A2 DTD 10/01/2023 4.850% 09/01/2028	3137HAST4	225,000.00	AA+	Aa1	10/25/2023	10/31/2023	217,826.33	5.60	909.38	221,048.44	228,363.07
FHMS K510 A2 DTD 11/01/2023 5.069% 10/01/2028	3137HB3D4	110,000.00	AA+	Aa1	11/14/2023	11/21/2023	109,681.99	5.14	464.66	109,823.91	112,219.36
FHMS K511 A2 DTD 12/01/2023 4.860% 10/01/2028	3137HB3G7	165,000.00	AA+	Aa1	11/28/2023	12/7/2023	164,525.96	4.93	668.25	164,735.95	167,570.04
FHMS K514 A2 DTD 02/01/2024 4.572% 12/01/2028	3137HBLV4	185,000.00	AA+	Aa1	2/1/2024	2/8/2024	186,849.82	4.34	704.85	186,087.16	186,605.43
FHMS K520 A2 DTD 04/01/2024 5.180% 03/01/2029	3137HCKV3	185,000.00	AA+	Aa1	4/23/2024	4/30/2024	185,750.92	5.09	798.58	185,487.53	189,651.27
FHMS K524 A2 DTD 07/01/2024 4.720% 05/01/2029	3137HDV56	240,000.00	AA+	Aa1	7/16/2024	7/25/2024	241,473.84	4.58	944.00	241,014.88	243,849.36
FHMS K526 A2 DTD 08/01/2024 4.543% 07/01/2029	3137HDXL9	270,000.00	AA+	Aa1	8/7/2024	8/15/2024	272,525.58	4.33	1,022.18	271,756.06	272,716.47
FHMS K539 A2 DTD 04/01/2025 4.410% 01/01/2030	3137HKXJ8	120,000.00	AA+	Aa1	4/15/2025	4/24/2025	119,995.80	4.41	441.00	119,996.62	120,713.04
Security Type Sub-Total		**4,650,568.94**					**4,581,521.49**	**4.74**	**16,753.90**	**4,630,022.30**	**4,682,353.74**
ABS											
HDMOT 2023-A A3 DTD 02/23/2023 5.050% 12/15/2027	41285JAD0	18,511.07	NR	Aaa	2/13/2023	2/23/2023	18,509.20	5.05	41.55	18,510.41	18,543.07
HAROT 2024-1 A3 DTD 02/21/2024 5.210% 08/15/2028	437918AC9	116,806.93	AAA	Aaa	2/13/2024	2/21/2024	116,801.85	5.21	270.47	116,804.33	117,588.37
AMXCA 2023-3 A DTD 09/19/2023 5.230% 09/15/2028	02582JKD1	245,000.00	AAA	NR	9/12/2023	9/19/2023	244,989.05	5.23	569.49	244,994.37	246,418.80
BACCT 2023-A2 A2 DTD 12/14/2023 4.980% 11/15/2028	05522RDH8	105,000.00	NR	Aaa	12/7/2023	12/14/2023	104,985.90	4.98	232.40	104,992.27	105,668.22

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
ABS											
CHAIT 2024-A1 A DTD 01/31/2024 4.600% 01/15/2029	161571HV9	260,000.00	AAA	NR	1/24/2024	1/31/2024	259,960.40	4.60	531.56	259,976.90	261,178.06
NAROT 2024-B A3 DTD 10/23/2024 4.340% 03/15/2029	65479WAD6	70,000.00	NR	Aaa	10/16/2024	10/23/2024	69,993.53	4.34	135.02	69,995.54	70,130.62
AMXCA 2024-1 A DTD 04/23/2024 5.230% 04/16/2029	02582JKH2	270,000.00	AAA	NR	4/16/2024	4/23/2024	269,944.65	5.23	627.60	269,944.65	273,553.20
HAROT 2024-4 A3 DTD 10/24/2024 4.330% 05/15/2029	43816DAC9	90,000.00	AAA	Aaa	10/16/2024	10/24/2024	89,987.27	4.33	173.20	89,991.08	90,175.68
HART 2024-C A3 DTD 10/16/2024 4.410% 05/15/2029	448976AD2	115,000.00	AAA	NR	10/8/2024	10/16/2024	114,991.58	4.41	225.40	114,994.31	115,412.28
TAOT 2024-D A3 DTD 10/17/2024 4.400% 06/15/2029	89239TAD4	65,000.00	AAA	Aaa	10/10/2024	10/17/2024	64,996.37	4.40	127.11	64,997.48	65,236.99
ALLYA 2024-2 A3 DTD 09/27/2024 4.140% 07/16/2029	02007NAC2	85,096.58	AAA	NR	9/24/2024	9/27/2024	85,087.78	4.14	156.58	85,090.57	85,139.13
VALET 2024-1 A3 DTD 11/26/2024 4.630% 07/20/2029	92868RAD0	90,000.00	AAA	Aaa	11/19/2024	11/26/2024	89,991.52	4.63	127.33	89,993.95	90,602.10
TAOT 2025-A A3 DTD 01/29/2025 4.640% 08/15/2029	89240JAD3	160,000.00	NR	Aaa	1/22/2025	1/29/2025	159,993.58	4.64	329.96	159,995.51	161,034.24
GMCAR 2024-4 A3 DTD 10/16/2024 4.400% 08/16/2029	38014AAD3	90,000.00	AAA	Aaa	10/8/2024	10/16/2024	89,982.67	4.40	165.00	89,987.60	90,210.87
VALET 2025-1 A3 DTD 03/25/2025 4.500% 08/20/2029	92868MAD1	220,000.00	NR	Aaa	3/18/2025	3/25/2025	219,992.52	4.50	302.50	219,994.48	221,209.34
COMET 2024-A1 A DTD 09/24/2024 3.920% 09/15/2029	14041NGE5	310,000.00	AAA	NR	9/17/2024	9/24/2024	309,939.49	3.92	540.09	309,956.99	309,641.02
HAROT 2025-1 A3 DTD 02/11/2025 4.570% 09/21/2029	43814VAC1	250,000.00	AAA	NR	2/4/2025	2/11/2025	249,992.30	4.57	317.36	249,994.39	251,652.75
BMWOT 2025-A A3 DTD 02/12/2025 4.560% 09/25/2029	096924AD7	175,000.00	AAA	Aaa	2/4/2025	2/12/2025	174,982.76	4.56	133.00	174,987.06	175,935.90
HART 2025-A A3 DTD 03/12/2025 4.320% 10/15/2029	44935CAD3	215,000.00	AAA	NR	3/4/2025	3/12/2025	214,968.29	4.32	412.80	214,975.35	215,502.67
FORDO 2025-A A3 DTD 03/25/2025 4.450% 10/15/2029	34535KAD0	265,000.00	AAA	Aaa	3/18/2025	3/25/2025	264,974.24	4.45	524.11	264,980.08	266,182.17
HAROT 2025-2 A3 DTD 05/08/2025 4.150% 10/15/2029	437921AD1	75,000.00	NR	Aaa	4/29/2025	5/8/2025	74,991.62	4.15	138.33	74,993.35	75,049.05

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
ABS											
WFCIT 2024-A2 A DTD 10/24/2024 4.290% 10/15/2029	92970QAE5	165,000.00	AAA	Aaa	10/17/2024	10/24/2024	164,975.48	4.29	314.60	164,982.15	165,675.35
TAOT 2025-B A3 DTD 04/30/2025 4.340% 11/15/2029	89231HAD8	130,000.00	AAA	NR	4/24/2025	4/30/2025	129,992.55	4.34	250.76	129,994.34	130,486.33
AMXCA 2025-1 A DTD 02/11/2025 4.560% 12/17/2029	02582JKM1	330,000.00	AAA	NR	2/4/2025	2/11/2025	329,926.71	4.57	668.80	329,942.65	332,640.33
NAROT 2025-A A3 DTD 05/27/2025 4.490% 12/17/2029	65481GAD7	245,000.00	NR	Aaa	5/20/2025	5/27/2025	244,952.96	4.49	488.91	244,961.54	246,551.34
VZMT 2025-3 A1A DTD 03/31/2025 4.510% 03/20/2030	92348KDY6	265,000.00	NR	Aaa	3/25/2025	3/31/2025	264,988.61	4.51	365.18	264,991.35	266,184.02
VALET 2025-2 A3 DTD 11/25/2025 3.920% 03/20/2030	92869QAD1	125,000.00	NR	Aaa	11/18/2025	11/25/2025	124,979.03	3.92	149.72	124,980.73	124,357.62
GMCAR 2025-2 A3 DTD 05/14/2025 4.280% 04/16/2030	362549AD9	55,000.00	AAA	Aaa	5/6/2025	5/14/2025	54,991.90	4.28	98.08	54,993.28	55,102.03
WFCIT 2025-A1 A DTD 06/10/2025 4.340% 05/15/2030	92970QAJ4	310,000.00	AAA	NR	6/3/2025	6/10/2025	309,994.85	4.34	597.96	309,996.50	311,610.14
BACCT 2025-A1 A DTD 06/12/2025 4.310% 05/15/2030	05522RDK1	160,000.00	AAA	NR	6/5/2025	6/12/2025	159,999.39	4.31	306.49	160,000.00	160,601.44
FORDO 2025-C A3 DTD 11/25/2025 3.900% 06/15/2030	34535LAD8	135,000.00	AAA	NR	11/18/2025	11/25/2025	134,978.94	3.90	234.00	134,980.66	134,424.90
CCCIT 2025-A1 A DTD 06/26/2025 4.300% 06/21/2030	17305EHA6	350,000.00	AAA	Aaa	6/18/2025	6/26/2025	349,905.05	4.31	4,180.56	349,918.39	351,033.90
HART 2025-D A3 DTD 11/12/2025 3.990% 09/16/2030	44891XAD9	155,000.00	AAA	NR	11/5/2025	11/12/2025	154,986.89	3.99	274.87	154,987.99	154,617.62
Security Type Sub-Total		**5,715,414.58**					**5,714,728.93**	**4.48**	**14,010.79**	**5,714,880.25**	**5,739,349.55**
Managed Account Sub Total		**34,515,983.53**					**33,909,690.01**	**4.14**	**225,281.65**	**34,345,813.02**	**34,444,535.47**
Securities Sub Total		**$34,515,983.53**					**$33,909,690.01**	**4.14%**	**$225,281.65**	**$34,345,813.02**	**$34,444,535.47**
Accrued Interest											**$225,281.65**
Total Investments											**$34,669,817.12**

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par ($)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount ($)	Yield at Market	Realized G/L (BV)
BUY									
1/6/2026	1/13/2026	145,000.00	89158TAA7	TOTALENERGI CAP USA LLC (CALLABLE)	4.24%	1/13/2031	145,000.00	4.25%	
1/7/2026	1/13/2026	205,000.00	89158TAA7	TOTALENERGI CAP USA LLC (CALLABLE)	4.24%	1/13/2031	205,375.15	4.21%	
2/2/2026	2/5/2026	300,000.00	91282CMG3	US TREASURY N/B	4.25%	1/31/2030	306,035.48	3.72%	
3/2/2026	3/6/2026	1,350,000.00	91282CMG3	US TREASURY N/B	4.25%	1/31/2030	1,388,927.87	3.56%	
3/11/2026	3/13/2026	350,000.00	79466LAR5	SALESFORCE INC (CALLABLE)	4.65%	3/15/2029	349,923.00	4.66%	
3/16/2026	3/17/2026	500,000.00	91282CMG3	US TREASURY N/B	4.25%	1/31/2030	511,391.57	3.76%	
Total BUY		**2,850,000.00**					**2,906,653.07**		**0.00**
INTEREST									
1/1/2026	1/25/2026		3137F1G44	FHMS K065 A2	3.24%	4/1/2027	810.75		
1/1/2026	1/25/2026		3137HDJJ0	FHMS K522 A2	4.80%	5/1/2029	1,169.56		
1/1/2026	1/25/2026		3136BQDE6	FNA 2023-M6 A2	4.17%	7/1/2028	997.84		
1/1/2026	1/25/2026		3137HAMH6	FHMS K506 A2	4.65%	8/1/2028	1,743.75		
1/1/2026	1/25/2026		3137HACX2	FHMS K505 A2	4.81%	6/1/2028	1,204.75		
1/1/2026	1/25/2026		3137HB3D4	FHMS K510 A2	5.06%	10/1/2028	464.66		
1/1/2026	1/25/2026		3137HAMS2	FHMS K507 A2	4.80%	9/1/2028	1,200.00		
1/1/2026	1/25/2026		3137BNGT5	FHMS K054 A2	2.74%	1/1/2026	106.25		
1/1/2026	1/25/2026		3137HAST4	FHMS K509 A2	4.85%	9/1/2028	909.38		

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par ($)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount ($)	Yield at Market	Realized G/L (BV)
INTEREST									
1/1/2026	1/25/2026		3137HAD45	FHMS KJ46 A1	4.77%	6/1/2028	933.88		
1/1/2026	1/25/2026		3137HBLV4	FHMS K514 A2	4.57%	12/1/2028	704.85		
1/1/2026	1/25/2026		3137HDXL9	FHMS K526 A2	4.54%	7/1/2029	1,022.17		
1/1/2026	1/25/2026		3137BTUM1	FHMS K061 A2	3.34%	11/1/2026	544.76		
1/1/2026	1/25/2026		3137HBC69	FHMS KJ48 A1	4.85%	5/1/2028	918.91		
1/1/2026	1/25/2026		3137BSP72	FHMS K058 A2	2.65%	8/1/2026	718.52		
1/1/2026	1/25/2026		3137HKXJ8	FHMS K539 A2	4.41%	1/1/2030	441.00		
1/1/2026	1/25/2026		3137BXQY1	FHMS K064 A2	3.22%	3/1/2027	806.00		
1/1/2026	1/25/2026		3137HAQ74	FHMS K508 A2	4.74%	8/1/2028	1,185.00		
1/1/2026	1/25/2026		3137HB3G7	FHMS K511 A2	4.86%	10/1/2028	668.25		
1/1/2026	1/25/2026		3137HDV56	FHMS K524 A2	4.72%	5/1/2029	944.00		
1/1/2026	1/25/2026		3137HCKV3	FHMS K520 A2	5.18%	3/1/2029	798.58		
1/2/2026	1/2/2026		MONEY0002	MONEY MARKET FUND	0.00%		317.20		
1/5/2026	1/5/2026		89236TLL7	TOYOTA MOTOR CREDIT CORP	4.65%	1/5/2029	5,231.25		
1/8/2026	1/8/2026		14913R2U0	CATERPILLAR FINL SERVICE	1.70%	1/8/2027	1,912.50		
1/14/2026	1/14/2026		24422EXB0	JOHN DEERE CAPITAL CORP	4.95%	7/14/2028	5,568.75		
1/14/2026	1/14/2026		61690U8E3	MORGAN STANLEY BANK NA (CALLABLE)	4.96%	7/14/2028	8,073.00		

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par ($)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount ($)	Yield at Market	Realized G/L (BV)
INTEREST									
1/15/2026	1/15/2026		92970QAJ4	WFCIT 2025-A1 A	4.34%	5/15/2030	1,121.17		
1/15/2026	1/15/2026		02582JKD1	AMXCA 2023-3 A	5.23%	9/15/2028	1,067.79		
1/15/2026	1/15/2026		437921AD1	HAROT 2025-2 A3	4.15%	10/15/2029	259.37		
1/15/2026	1/15/2026		92970QAE5	WFCIT 2024-A2 A	4.29%	10/15/2029	589.88		
1/15/2026	1/15/2026		89231HAD8	TAOT 2025-B A3	4.34%	11/15/2029	470.17		
1/15/2026	1/15/2026		14041NGE5	COMET 2024-A1 A	3.92%	9/15/2029	1,012.67		
1/15/2026	1/15/2026		89240JAD3	TAOT 2025-A A3	4.64%	8/15/2029	618.67		
1/15/2026	1/15/2026		43816DAC9	HAROT 2024-4 A3	4.33%	5/15/2029	324.75		
1/15/2026	1/15/2026		02582JKM1	AMXCA 2025-1 A	4.56%	12/17/2029	1,254.00		
1/15/2026	1/15/2026		87612EBM7	TARGET CORP (CALLABLE)	1.95%	1/15/2027	390.00		
1/15/2026	1/15/2026		437918AC9	HAROT 2024-1 A3	5.21%	8/15/2028	637.44		
1/15/2026	1/15/2026		05522RDK1	BACCT 2025-A1 A	4.31%	5/15/2030	574.67		
1/15/2026	1/15/2026		05522RDH8	BACCT 2023-A2 A2	4.98%	11/15/2028	435.75		
1/15/2026	1/15/2026		02007NAC2	ALLYA 2024-2 A3	4.14%	7/16/2029	360.13		
1/15/2026	1/15/2026		44935CAD3	HART 2025-A A3	4.32%	10/15/2029	774.00		
1/15/2026	1/15/2026		65479WAD6	NAROT 2024-B A3	4.34%	3/15/2029	253.17		
1/15/2026	1/15/2026		161571HV9	CHAIT 2024-A1 A	4.60%	1/15/2029	996.67		

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par ($)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount ($)	Yield at Market	Realized G/L (BV)
INTEREST									
1/15/2026	1/15/2026		41285JAD0	HDMOT 2023-A A3	5.05%	12/15/2027	131.39		
1/15/2026	1/15/2026		448976AD2	HART 2024-C A3	4.41%	5/15/2029	422.63		
1/15/2026	1/15/2026		02582JKH2	AMXCA 2024-1 A	5.23%	4/16/2029	1,176.75		
1/15/2026	1/15/2026		34535LAD8	FORDO 2025-C A3	3.90%	6/15/2030	438.75		
1/15/2026	1/15/2026		44891XAD9	HART 2025-D A3	3.99%	9/16/2030	515.38		
1/15/2026	1/15/2026		34535KAD0	FORDO 2025-A A3	4.45%	10/15/2029	982.71		
1/15/2026	1/15/2026		89239TAD4	TAOT 2024-D A3	4.40%	6/15/2029	238.33		
1/15/2026	1/15/2026		65481GAD7	NAROT 2025-A A3	4.49%	12/17/2029	916.71		
1/16/2026	1/16/2026		362549AD9	GMCAR 2025-2 A3	4.28%	4/16/2030	196.17		
1/16/2026	1/16/2026		38014AAD3	GMCAR 2024-4 A3	4.40%	8/16/2029	330.00		
1/20/2026	1/20/2026		92869QAD1	VALET 2025-2 A3	3.92%	3/20/2030	408.33		
1/20/2026	1/20/2026		92868RAD0	VALET 2024-1 A3	4.63%	7/20/2029	347.25		
1/20/2026	1/20/2026		92348KDY6	VZMT 2025-3 A1A	4.51%	3/20/2030	995.96		
1/20/2026	1/20/2026		92868MAD1	VALET 2025-1 A3	4.50%	8/20/2029	825.00		
1/21/2026	1/21/2026		43814VAC1	HAROT 2025-1 A3	4.57%	9/21/2029	952.08		
1/25/2026	1/25/2026		096924AD7	BMWOT 2025-A A3	4.56%	9/25/2029	665.00		
1/26/2026	1/26/2026		06406RBA4	BANK OF NY MELLON CORP (CALLABLE)	2.05%	1/26/2027	4,612.50		

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par ($)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount ($)	Yield at Market	Realized G/L (BV)
INTEREST									
1/31/2026	1/31/2026		91282CFB2	US TREASURY N/B	2.75%	7/31/2027	31,281.25		
1/31/2026	1/31/2026		91282CCP4	US TREASURY N/B	0.62%	7/31/2026	5,703.13		
1/31/2026	1/31/2026		91282CMG3	US TREASURY N/B	4.25%	1/31/2030	18,593.75		
2/1/2026	2/25/2026		3137HBLV4	FHMS K514 A2	4.57%	12/1/2028	704.85		
2/1/2026	2/25/2026		3137BXQY1	FHMS K064 A2	3.22%	3/1/2027	806.00		
2/1/2026	2/25/2026		3137HDXL9	FHMS K526 A2	4.54%	7/1/2029	1,022.17		
2/1/2026	2/25/2026		3137HAMS2	FHMS K507 A2	4.80%	9/1/2028	1,200.00		
2/1/2026	2/25/2026		3137HDJJ0	FHMS K522 A2	4.80%	5/1/2029	1,169.44		
2/1/2026	2/25/2026		3137HDV56	FHMS K524 A2	4.72%	5/1/2029	944.00		
2/1/2026	2/25/2026		3137HACX2	FHMS K505 A2	4.81%	6/1/2028	1,204.75		
2/1/2026	2/25/2026		3137HAD45	FHMS KJ46 A1	4.77%	6/1/2028	932.80		
2/1/2026	2/25/2026		3137HB3G7	FHMS K511 A2	4.86%	10/1/2028	668.25		
2/1/2026	2/25/2026		3137HKXJ8	FHMS K539 A2	4.41%	1/1/2030	441.00		
2/1/2026	2/25/2026		3137BTUM1	FHMS K061 A2	3.34%	11/1/2026	543.61		
2/1/2026	2/25/2026		3137F1G44	FHMS K065 A2	3.24%	4/1/2027	810.75		
2/1/2026	2/25/2026		3137BSP72	FHMS K058 A2	2.65%	8/1/2026	718.52		
2/1/2026	2/25/2026		3136BQDE6	FNA 2023-M6 A2	4.17%	7/1/2028	997.75		

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par ($)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount ($)	Yield at Market	Realized G/L (BV)
INTEREST									
2/1/2026	2/25/2026		3137HAQ74	FHMS K508 A2	4.74%	8/1/2028	1,185.00		
2/1/2026	2/25/2026		3137HCKV3	FHMS K520 A2	5.18%	3/1/2029	798.58		
2/1/2026	2/25/2026		3137HB3D4	FHMS K510 A2	5.06%	10/1/2028	464.66		
2/1/2026	2/25/2026		3137HBC69	FHMS KJ48 A1	4.85%	5/1/2028	916.20		
2/1/2026	2/25/2026		3137HAST4	FHMS K509 A2	4.85%	9/1/2028	909.38		
2/1/2026	2/25/2026		3137HAMH6	FHMS K506 A2	4.65%	8/1/2028	1,743.75		
2/2/2026	2/2/2026		MONEY0002	MONEY MARKET FUND	0.00%		1,980.89		
2/6/2026	2/6/2026		594918BY9	MICROSOFT CORP (CALLABLE)	3.30%	2/6/2027	7,425.00		
2/8/2026	2/8/2026		009158BH8	AIR PRODUCTS & CHEMICALS (CALLABLE)	4.60%	2/8/2029	4,715.00		
2/15/2026	2/15/2026		89231HAD8	TAOT 2025-B A3	4.34%	11/15/2029	470.17		
2/15/2026	2/15/2026		05522RDK1	BACCT 2025-A1 A	4.31%	5/15/2030	574.67		
2/15/2026	2/15/2026		34535KAD0	FORDO 2025-A A3	4.45%	10/15/2029	982.71		
2/15/2026	2/15/2026		44935CAD3	HART 2025-A A3	4.32%	10/15/2029	774.00		
2/15/2026	2/15/2026		882508BV5	TEXAS INSTRUMENTS INC (CALLABLE)	4.60%	2/15/2028	1,150.00		
2/15/2026	2/15/2026		41285JAD0	HDMOT 2023-A A3	5.05%	12/15/2027	113.84		
2/15/2026	2/15/2026		02582JKD1	AMXCA 2023-3 A	5.23%	9/15/2028	1,067.79		
2/15/2026	2/15/2026		448976AD2	HART 2024-C A3	4.41%	5/15/2029	422.63		

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par ($)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount ($)	Yield at Market	Realized G/L (BV)
INTEREST									
2/15/2026	2/15/2026		05522RDH8	BACCT 2023-A2 A2	4.98%	11/15/2028	435.75		
2/15/2026	2/15/2026		89240JAD3	TAOT 2025-A A3	4.64%	8/15/2029	618.67		
2/15/2026	2/15/2026		65481GAD7	NAROT 2025-A A3	4.49%	12/17/2029	916.71		
2/15/2026	2/15/2026		14041NGE5	COMET 2024-A1 A	3.92%	9/15/2029	1,012.67		
2/15/2026	2/15/2026		89239TAD4	TAOT 2024-D A3	4.40%	6/15/2029	238.33		
2/15/2026	2/15/2026		161571HV9	CHAIT 2024-A1 A	4.60%	1/15/2029	996.67		
2/15/2026	2/15/2026		437918AC9	HAROT 2024-1 A3	5.21%	8/15/2028	591.55		
2/15/2026	2/15/2026		65479WAD6	NAROT 2024-B A3	4.34%	3/15/2029	253.17		
2/15/2026	2/15/2026		02007NAC2	ALLYA 2024-2 A3	4.14%	7/16/2029	336.52		
2/15/2026	2/15/2026		43816DAC9	HAROT 2024-4 A3	4.33%	5/15/2029	324.75		
2/15/2026	2/15/2026		34535LAD8	FORDO 2025-C A3	3.90%	6/15/2030	438.75		
2/15/2026	2/15/2026		44891XAD9	HART 2025-D A3	3.99%	9/16/2030	515.38		
2/15/2026	2/15/2026		02582JKH2	AMXCA 2024-1 A	5.23%	4/16/2029	1,176.75		
2/15/2026	2/15/2026		92970QAJ4	WFCIT 2025-A1 A	4.34%	5/15/2030	1,121.17		
2/15/2026	2/15/2026		437921AD1	HAROT 2025-2 A3	4.15%	10/15/2029	259.37		
2/15/2026	2/15/2026		92970QAE5	WFCIT 2024-A2 A	4.29%	10/15/2029	589.88		
2/15/2026	2/15/2026		02582JKM1	AMXCA 2025-1 A	4.56%	12/17/2029	1,254.00		

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par ($)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount ($)	Yield at Market	Realized G/L (BV)
INTEREST									
2/16/2026	2/16/2026		38014AAD3	GMCAR 2024-4 A3	4.40%	8/16/2029	330.00		
2/16/2026	2/16/2026		362549AD9	GMCAR 2025-2 A3	4.28%	4/16/2030	196.17		
2/20/2026	2/20/2026		92869QAD1	VALET 2025-2 A3	3.92%	3/20/2030	408.33		
2/20/2026	2/20/2026		92348KDY6	VZMT 2025-3 A1A	4.51%	3/20/2030	995.96		
2/20/2026	2/20/2026		92868MAD1	VALET 2025-1 A3	4.50%	8/20/2029	825.00		
2/20/2026	2/20/2026		92868RAD0	VALET 2024-1 A3	4.63%	7/20/2029	347.25		
2/21/2026	2/21/2026		43814VAC1	HAROT 2025-1 A3	4.57%	9/21/2029	952.08		
2/25/2026	2/25/2026		096924AD7	BMWOT 2025-A A3	4.56%	9/25/2029	665.00		
2/26/2026	2/26/2026		17275RBR2	CISCO SYSTEMS INC (CALLABLE)	4.85%	2/26/2029	5,941.25		
2/28/2026	2/28/2026		91282CGP0	US TREASURY N/B	4.00%	2/29/2028	5,000.00		
3/1/2026	3/1/2026		13063D3N6	CA ST	4.84%	3/1/2027	2,907.60		
3/1/2026	3/25/2026		3137HACX2	FHMS K505 A2	4.81%	6/1/2028	1,204.75		
3/1/2026	3/25/2026		3137BTUM1	FHMS K061 A2	3.34%	11/1/2026	542.46		
3/1/2026	3/25/2026		3137HAMS2	FHMS K507 A2	4.80%	9/1/2028	1,200.00		
3/1/2026	3/25/2026		3137HAST4	FHMS K509 A2	4.85%	9/1/2028	909.38		
3/1/2026	3/25/2026		3137HDXL9	FHMS K526 A2	4.54%	7/1/2029	1,022.17		
3/1/2026	3/25/2026		3137HCKV3	FHMS K520 A2	5.18%	3/1/2029	798.58		

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par ($)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount ($)	Yield at Market	Realized G/L (BV)
INTEREST									
3/1/2026	3/25/2026		3137BXQY1	FHMS K064 A2	3.22%	3/1/2027	806.00		
3/1/2026	3/25/2026		3137HAMH6	FHMS K506 A2	4.65%	8/1/2028	1,743.75		
3/1/2026	3/25/2026		3137F1G44	FHMS K065 A2	3.24%	4/1/2027	810.75		
3/1/2026	3/25/2026		3137BSP72	FHMS K058 A2	2.65%	8/1/2026	718.52		
3/1/2026	3/25/2026		3137HKXJ8	FHMS K539 A2	4.41%	1/1/2030	441.00		
3/1/2026	3/25/2026		3137HB3G7	FHMS K511 A2	4.86%	10/1/2028	668.25		
3/1/2026	3/25/2026		3137HB3D4	FHMS K510 A2	5.06%	10/1/2028	464.66		
3/1/2026	3/25/2026		3137HAQ74	FHMS K508 A2	4.74%	8/1/2028	1,185.00		
3/1/2026	3/25/2026		3136BQDE6	FNA 2023-M6 A2	4.17%	7/1/2028	958.81		
3/1/2026	3/25/2026		3137HBC69	FHMS KJ48 A1	4.85%	5/1/2028	1,873.04		
3/1/2026	3/25/2026		3137HDV56	FHMS K524 A2	4.72%	5/1/2029	944.00		
3/1/2026	3/25/2026		3137HBLV4	FHMS K514 A2	4.57%	12/1/2028	704.85		
3/1/2026	3/25/2026		3137HAD45	FHMS KJ46 A1	4.77%	6/1/2028	931.71		
3/2/2026	3/2/2026		MONEY0002	MONEY MARKET FUND	0.00%		1,714.22		
3/5/2026	3/5/2026		02665WFQ9	AMERICAN HONDA FINANCE	4.40%	9/5/2029	4,950.00		
3/14/2026	3/14/2026		09290DAA9	BLACKROCK FUNDING INC (CALLABLE)	4.70%	3/14/2029	10,575.00		
3/15/2026	3/15/2026		161571HV9	CHAIT 2024-A1 A	4.60%	1/15/2029	996.67		

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par ($)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount ($)	Yield at Market	Realized G/L (BV)
INTEREST									
3/15/2026	3/15/2026		02582JKD1	AMXCA 2023-3 A	5.23%	9/15/2028	1,067.79		
3/15/2026	3/15/2026		14041NGE5	COMET 2024-A1 A	3.92%	9/15/2029	1,012.67		
3/15/2026	3/15/2026		44935CAD3	HART 2025-A A3	4.32%	10/15/2029	774.00		
3/15/2026	3/15/2026		92970QAE5	WFCIT 2024-A2 A	4.29%	10/15/2029	589.88		
3/15/2026	3/15/2026		89239TAD4	TAOT 2024-D A3	4.40%	6/15/2029	238.33		
3/15/2026	3/15/2026		41285JAD0	HDMOT 2023-A A3	5.05%	12/15/2027	95.90		
3/15/2026	3/15/2026		05522RDH8	BACCT 2023-A2 A2	4.98%	11/15/2028	435.75		
3/15/2026	3/15/2026		02582JKM1	AMXCA 2025-1 A	4.56%	12/17/2029	1,254.00		
3/15/2026	3/15/2026		084664CZ2	BERKSHIRE HATHAWAY FIN (CALLABLE)	2.30%	3/15/2027	5,175.00		
3/15/2026	3/15/2026		89240JAD3	TAOT 2025-A A3	4.64%	8/15/2029	618.67		
3/15/2026	3/15/2026		05522RDK1	BACCT 2025-A1 A	4.31%	5/15/2030	574.67		
3/15/2026	3/15/2026		65481GAD7	NAROT 2025-A A3	4.49%	12/17/2029	916.71		
3/15/2026	3/15/2026		437918AC9	HAROT 2024-1 A3	5.21%	8/15/2028	548.38		
3/15/2026	3/15/2026		448976AD2	HART 2024-C A3	4.41%	5/15/2029	422.63		
3/15/2026	3/15/2026		34535LAD8	FORDO 2025-C A3	3.90%	6/15/2030	438.75		
3/15/2026	3/15/2026		02582JKH2	AMXCA 2024-1 A	5.23%	4/16/2029	1,176.75		
3/15/2026	3/15/2026		65479WAD6	NAROT 2024-B A3	4.34%	3/15/2029	253.17		

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par ($)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount ($)	Yield at Market	Realized G/L (BV)
INTEREST									
3/15/2026	3/15/2026		89231HAD8	TAOT 2025-B A3	4.34%	11/15/2029	470.17		
3/15/2026	3/15/2026		92970QAJ4	WFCIT 2025-A1 A	4.34%	5/15/2030	1,121.17		
3/15/2026	3/15/2026		43816DAC9	HAROT 2024-4 A3	4.33%	5/15/2029	324.75		
3/15/2026	3/15/2026		34535KAD0	FORDO 2025-A A3	4.45%	10/15/2029	982.71		
3/15/2026	3/15/2026		44891XAD9	HART 2025-D A3	3.99%	9/16/2030	515.38		
3/15/2026	3/15/2026		437921AD1	HAROT 2025-2 A3	4.15%	10/15/2029	259.37		
3/15/2026	3/15/2026		02007NAC2	ALLYA 2024-2 A3	4.14%	7/16/2029	315.09		
3/16/2026	3/16/2026		38014AAD3	GMCAR 2024-4 A3	4.40%	8/16/2029	330.00		
3/16/2026	3/16/2026		362549AD9	GMCAR 2025-2 A3	4.28%	4/16/2030	196.17		
3/20/2026	3/20/2026		92869QAD1	VALET 2025-2 A3	3.92%	3/20/2030	408.33		
3/20/2026	3/20/2026		92868MAD1	VALET 2025-1 A3	4.50%	8/20/2029	825.00		
3/20/2026	3/20/2026		92348KDY6	VZMT 2025-3 A1A	4.51%	3/20/2030	995.96		
3/20/2026	3/20/2026		92868RAD0	VALET 2024-1 A3	4.63%	7/20/2029	347.25		
3/21/2026	3/21/2026		43814VAC1	HAROT 2025-1 A3	4.57%	9/21/2029	952.08		
3/25/2026	3/25/2026		096924AD7	BMWOT 2025-A A3	4.56%	9/25/2029	665.00		
3/29/2026	3/29/2026		17325FBB3	CITIBANK NA (CALLABLE)	5.80%	9/29/2028	13,056.75		
Total INTEREST		**0.00**					**261,297.62**		**0.00**

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par ($)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount ($)	Yield at Market	Realized G/L (BV)
PAYDOWNS									
1/1/2026	1/25/2026	32.43	3137HDJJ0	FHMS K522 A2	4.80%	5/1/2029	32.43		
1/1/2026	1/25/2026	669.54	3137HBC69	FHMS KJ48 A1	4.85%	5/1/2028	669.54		
1/1/2026	1/25/2026	27.57	3136BQDE6	FNA 2023-M6 A2	4.17%	7/1/2028	27.57		0.25
1/1/2026	1/25/2026	46,450.11	3137BNGT5	FHMS K054 A2	2.74%	1/1/2026	46,450.11		46.12
1/1/2026	1/25/2026	412.82	3137BTUM1	FHMS K061 A2	3.34%	11/1/2026	412.82		3.27
1/1/2026	1/25/2026	271.79	3137HAD45	FHMS KJ46 A1	4.77%	6/1/2028	271.79		0.01
1/15/2026	1/15/2026	6,842.54	02007NAC2	ALLYA 2024-2 A3	4.14%	7/16/2029	6,842.54		0.51
1/15/2026	1/15/2026	10,569.98	437918AC9	HAROT 2024-1 A3	5.21%	8/15/2028	10,569.98		0.26
1/15/2026	1/15/2026	4,169.96	41285JAD0	HDMOT 2023-A A3	5.05%	12/15/2027	4,169.96		0.16
2/1/2026	2/25/2026	686.15	3137HBC69	FHMS KJ48 A1	4.85%	5/1/2028	686.15		
2/1/2026	2/25/2026	273.27	3137HAD45	FHMS KJ46 A1	4.77%	6/1/2028	273.27		
2/1/2026	2/25/2026	32.59	3137HDJJ0	FHMS K522 A2	4.80%	5/1/2029	32.60		0.01
2/1/2026	2/25/2026	11,352.93	3136BQDE6	FNA 2023-M6 A2	4.17%	7/1/2028	11,352.93		95.91
2/1/2026	2/25/2026	414.20	3137BTUM1	FHMS K061 A2	3.34%	11/1/2026	414.20		2.97
2/15/2026	2/15/2026	6,210.42	02007NAC2	ALLYA 2024-2 A3	4.14%	7/16/2029	6,210.42		0.46
2/15/2026	2/15/2026	9,941.99	437918AC9	HAROT 2024-1 A3	5.21%	8/15/2028	9,941.99		0.23
2/15/2026	2/15/2026	4,263.83	41285JAD0	HDMOT 2023-A A3	5.05%	12/15/2027	4,263.83		0.16

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par ($)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount ($)	Yield at Market	Realized G/L (BV)
PAYDOWNS									
3/1/2026	3/25/2026	443.72	3137HAD45	FHMS KJ46 A1	4.77%	6/1/2028	443.73		0.01
3/1/2026	3/25/2026	52,030.71	3137HBC69	FHMS KJ48 A1	4.85%	5/1/2028	52,030.71		0.22
3/1/2026	3/25/2026	31.39	3136BQDE6	FNA 2023-M6 A2	4.17%	7/1/2028	31.39		0.26
3/1/2026	3/25/2026	1,075.11	3137BTUM1	FHMS K061 A2	3.34%	11/1/2026	1,075.10		6.92
3/15/2026	3/15/2026	6,234.64	02007NAC2	ALLYA 2024-2 A3	4.14%	7/16/2029	6,234.64		0.45
3/15/2026	3/15/2026	4,277.20	41285JAD0	HDMOT 2023-A A3	5.05%	12/15/2027	4,277.20		0.16
3/15/2026	3/15/2026	9,500.26	437918AC9	HAROT 2024-1 A3	5.21%	8/15/2028	9,500.26		0.22
Total PAYDOWNS		**176,215.15**					**176,215.16**		**158.56**
SELL									
2/5/2026	2/10/2026	146,071.39	3137HDJJ0	FHMS K522 A2	4.80%	5/1/2029	149,944.22		3,697.43
2/5/2026	2/10/2026	146,071.39	3137HDJJ0	FHMS K522 A2	4.80%	5/1/2029	149,989.87		3,743.08
3/2/2026	3/6/2026	100,000.00	91282CFB2	US TREASURY N/B	2.75%	7/31/2027	99,187.98		47.26
3/2/2026	3/6/2026	575,000.00	91282CFB2	US TREASURY N/B	2.75%	7/31/2027	570,330.85		6,082.33
3/11/2026	3/13/2026	350,000.00	91282CCH2	US TREASURY N/B	1.25%	6/30/2028	332,495.17		5,425.07
3/16/2026	3/17/2026	425,000.00	91282CCP4	US TREASURY N/B	0.62%	7/31/2026	420,532.35		-1,503.94

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par ($)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount ($)	Yield at Market	Realized G/L (BV)
SELL									
3/16/2026	3/17/2026	75,000.00	91282CCP4	US TREASURY N/B	0.62%	7/31/2026	74,211.59		-241.40
Total SELL		**1,817,142.78**					**1,796,692.03**		**17,249.83**

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- Money market fund/cash balances are included in performance and duration computations.
- Standard & Poor's is the source of the credit ratings. Distribution of credit rating is exclusive of money market fund/LGIP holdings.
- Callable securities in the portfolio are included in the maturity distribution analysis to their stated maturity date, although, they may be called prior to maturity.
- MBS maturities are represented by expected average life.

Glossary

- Accrued Interest: Interest that is due on a bond or other fixed income security since the last interest payment was made.
- Agencies: Federal agency securities and/or Government-sponsored enterprises.
- Amortized Cost: The original cost of the principal of the security is adjusted for the amount of the periodic reduction of any discount or premium from the purchase date until the date of the report. Discount or premium with respect to short-term securities (those with less than one year to maturity at time of issuance) is amortized on a straight line basis. Such discount or premium with respect to longer-term securities is amortized using the constant yield basis.
- Asset-Backed Security: A financial instrument collateralized by an underlying pool of assets – usually ones that generate a cash flow from debt, such as loans, leases, credit card balances, and receivables.
- Bankers' Acceptance: A draft or bill or exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill as well as the insurer.
- Commercial Paper: An unsecured obligation issued by a corporation or bank to finance its short-term credit needs, such as accounts receivable and inventory.
- Contribution to Total Return: The weight of each individual security multiplied by its return, then summed for each sector to determine how much each sector added or subtracted from the overall portfolio performance.
- Effective Duration: A measure of the sensitivity of a security's price to a change in interest rates, stated in years.
- Effective Yield: The total yield an investor receives in relation to the nominal yield or coupon of a bond. Effective yield takes into account the power of compounding on investment returns, while nominal yield does not.
- FDIC: Federal Deposit Insurance Corporation. A federal agency that insures bank deposits to a specified amount.
- Interest Rate: Interest per year divided by principal amount and expressed as a percentage.
- Market Value: The value that would be received or paid for an investment in an orderly transaction between market participants at the measurement date.
- Maturity: The date upon which the principal or stated value of an investment becomes due and payable.
- Negotiable Certificates of Deposit: A CD with a very large denomination, usually $1 million or more, that can be traded in secondary markets.
- Par Value: The nominal dollar face amount of a security.
- Pass-through Security: A security representing pooled debt obligations that passes income from debtors to its shareholders. The most common type is the mortgage-backed security.

Glossary

- Repurchase Agreements: A holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date.
- Settle Date: The date on which the transaction is settled and monies/securities are exchanged. If the settle date of the transaction (i.e., coupon payments and maturity proceeds) occurs on a non-business day, the funds are exchanged on the next business day.
- Supranational: A multinational union or association in which member countries cede authority and sovereignty on at least some internal matters to the group, whose decisions are binding on its members.
- Trade Date: The date on which the transaction occurred; however, the final consummation of the security transaction and payment has not yet taken place.
- Unsettled Trade: A trade which has been executed; however, the final consummation of the security transaction and payment has not yet taken place.
- U.S. Treasury: The department of the U.S. government that issues Treasury securities.
- Yield: The rate of return based on the current market value, the annual interest receipts, maturity value, and the time period remaining until maturity, stated as a percentage on an annualized basis.
- YTM at Cost: The yield to maturity at cost is the expected rate of return based on the original cost, the annual interest receipts, maturity value, and the time period from purchase date to maturity, stated as a percentage on an annualized basis.
- YTM at Market: The yield to maturity at market is the rate of return based on the current market value, the annual interest receipts, maturity value, and the time period remaining until maturity, stated as a percentage on an annualized basis.

MALIA M. COHEN

California State Controller

LOCAL AGENCY INVESTMENT FUND
REMITTANCE ADVICE

Agency Name	BENICIA
Account Number	98-48-074

As of 4/15/2026, your Local Agency Investment Fund account has been directly credited with the interest earned on your deposits for the quarter ending 3/31/2026.

Earnings Ratio		0.00010906180047888
Interest Rate		3.98%
Dollar Day Total	$	1,887,672,874.40
Quarter End Principal Balance	$	21,823,319.30
Quarterly Interest Earned	$	205,873.00

CALIFORNIA ASSET MANAGEMENT PROGRAM
Customer Service
PO Box 11813
Harrisburg, PA 17108-1813

RECEIVED
APR 14 2026
CITY OF BENICIA
FINANCE DEPT.

CITY OF BENICIA
ROXANNA MORADI
250 EAST L STREET
BENICIA, CA 94510

CITY OF BENICIA
ROXANNA MORADI
250 EAST L STREET
BENICIA, CA 94510

CALIFORNIA ASSET MANAGEMENT PROGRAM
Customer Service
PO Box 11813
Harrisburg, PA 17108-1813

Customer Service
PO Box 11813
Harrisburg, PA 17108-1813

ACCOUNT STATEMENT

City of Benicia

For the Month Ending
March 31, 2026

Client Management Team

Monique Spyke
Managing Director
1 California Street Ste. 1000
San Francisco, CA 94111-5411
415-393-7270
spykem@pfmam.com

Jeremy King
Key Account Manager
213 Market Street
Harrisburg, PA 17101-2141
1-800-729-7665
kingj@pfmam.com

Rachael Miller
Client Consultant
213 Market Street
Harrisburg, PA 17101-2141
1-800-729-7665
millerr@pfmam.com

Contents

Cover/Disclosures
Summary Statement
Individual Accounts

Accounts included in Statement

6125-001 City of Benicia

Important Messages

CAMP will be closed on 04/03/2026 for Good Friday.

CITY OF BENICIA
ROXANNA MORADI
250 EAST L STREET
BENICIA, CA 94510

Online Access www.camponline.com **Customer Service** 1-800-729-7665

Important Disclosures

This statement is for general information purposes only and is not intended to provide specific advice or recommendations. PFM Asset Management ("PFMAM") is a division of U.S. Bancorp Asset Management, Inc. ("USBAM"), a SEC-registered investment adviser. USBAM is direct subsidiary of U.S. Bank National Association ("U.S. Bank") and an indirect subsidiary of U.S. Bancorp. U.S. Bank is not responsible for and does not guarantee the products, services or performance of PFMAM. PFMAM maintains a written disclosure statement of our background and business experience. If you would like to receive a copy of our current disclosure statement, please contact Service Operations at the address below.

Proxy Voting PFMAM does not normally receive proxies to vote on behalf of its clients. However, it does on occasion receive consent requests. In the event a consent request is received the portfolio manager contacts the client and then proceeds according to their instructions. PFMAM's Proxy Voting Policy is available upon request by contacting Service Operations at the address below.

Questions About an Account PFMAM's monthly statement is intended to detail our investment advisory activity as well as the activity of any accounts held by clients in pools that are managed by PFMAM. The custodian bank maintains the control of assets and executes (i.e., settles) all investment transactions. The custodian statement is the official record of security and cash holdings and transactions. PFMAM recognizes that clients may use these reports to facilitate record keeping and that the custodian bank statement and the PFMAM statement should be reconciled and differences resolved. Many custodians use a settlement date basis which may result in the need to reconcile due to a timing difference.

Account Control PFMAM does not have the authority to withdraw funds from or deposit funds to the custodian outside the scope of services provided by PFMAM. Our clients retain responsibility for their internal accounting policies; implementing and enforcing internal controls and generating ledger entries or otherwise recording transactions.

Market Value Generally, PFMAM's market prices are derived from closing bid prices as of the last business day of the month as supplied by ICE Data Services. There may be differences in the values shown for investments due to accrued but uncollected income and the use of differing valuation sources and methods. Non-negotiable FDIC-insured bank certificates of deposit are priced at par. Although PFMAM believes the prices to be reliable, the values of the securities may not represent the prices at which the securities could have been bought or sold. Explanation of the valuation methods for a registered investment company or local government investment program is contained in the appropriate fund offering documentation or information statement.

Amortized Cost The original cost of the principal of the security is adjusted for the amount of the periodic reduction of any discount or premium from the purchase date until the date of the report. Discount or premium with respect to short term securities (those with less than one year to maturity at time of issuance) is amortized on a straightline basis. Such discount or premium with respect to longer term securities is amortized using the constant yield basis.

Tax Reporting Cost data and realized gains / losses are provided for informational purposes only. Please review for accuracy and consult your tax advisor to determine the tax consequences of your security transactions. PFMAM does not report such information to the IRS or other taxing authorities and is not responsible for the accuracy of such information that may be required to be reported to federal, state or other taxing authorities.

Financial Situation In order to better serve you, PFMAM should be promptly notified of any material change in your investment objective or financial situation.

Callable Securities Securities subject to redemption prior to maturity may be redeemed in whole or in part before maturity, which could affect the yield represented.

Portfolio The securities in this portfolio, including shares of mutual funds, are not guaranteed or otherwise protected by PFMAM, the FDIC (except for certain non-negotiable certificates of deposit) or any government agency. Investment in securities involves risks, including the possible loss of the amount invested. Actual settlement values, accrued interest, and amortized cost amounts may vary for securities subject to an adjustable interest rate or subject to principal paydowns. Any changes to the values shown may be reflected within the next monthly statement's beginning values.

Rating Information provided for ratings is based upon a good faith inquiry of selected sources, but its accuracy and completeness cannot be guaranteed.

Shares of some local government investment programs and TERM funds are distributed by representatives of USBAM's affiliate, U.S. Bancorp Investments, Inc. which is registered with the SEC as a broker/dealer and is a member of the Financial Industry Regulatory Authority ("FINRA") and the Municipal Securities Rulemaking Board ("MSRB"). You may reach the FINRA by calling the FINRA Hotline at 1-800-289-9999 or at the FINRA website address https://www.finra.org/investors/investor-contacts. A brochure describing the FINRA Regulation Public Disclosure Program is also available from FINRA upon request.

Key Terms and Definitions

Dividends on local government investment program funds consist of interest earned, plus any discount ratably amortized to the date of maturity, plus all realized gains and losses on the sale of securities prior to maturity, less ratable amortization of any premium and all accrued expenses to the fund. Dividends are accrued daily and may be paid either monthly or quarterly. The monthly earnings on this statement represent the estimated dividend accrued for the month for any program that distributes earnings on a quarterly basis. There is no guarantee that the estimated amount will be paid on the actual distribution date.

Current Yield is the net change, exclusive of capital changes and income other than investment income, in the value of a hypothetical fund account with a balance of one share over the seven-day base period including the statement date, expressed as a percentage of the value of one share (normally $1.00 per share) at the beginning of the seven-day period. This resulting net change in account value is then annualized by multiplying it by 365 and dividing the result by 7. The yields quoted should not be considered a representation of the yield of the fund in the future, since the yield is not fixed.

Average maturity represents the average maturity of all securities and investments of a portfolio, determined by multiplying the par or principal value of each security or investment by its maturity (days or years), summing the products, and dividing the sum by the total principal value of the portfolio. The stated maturity date of mortgage backed or callable securities are used in this statement. However the actual maturity of these securities could vary depending on the level or prepayments on the underlying mortgages or whether a callable security has or is still able to be called.

Monthly distribution yield represents the net change in the value of one share (normally $1.00 per share) resulting from all dividends declared during the month by a fund expressed as a percentage of the value of one share at the beginning of the month. This resulting net change is then annualized by multiplying it by 365 and dividing it by the number of calendar days in the month.

YTM at Cost The yield to maturity at cost is the expected rate of return, based on the original cost, the annual interest receipts, maturity value and the time period from purchase date to maturity, stated as a percentage, on an annualized basis.

YTM at Market The yield to maturity at market is the rate of return, based on the current market value, the annual interest receipts, maturity value and the time period remaining until maturity, stated as a percentage, on an annualized basis.

Managed Account A portfolio of investments managed discretely by PFMAM according to the client's specific investment policy and requirements. The investments are directly owned by the client and held by the client's custodian.

Unsettled Trade A trade which has been executed however the final consummation of the security transaction and payment has not yet taken place.

Please review the detail pages of this statement carefully. If you think your statement is wrong, missing account information, or if you need more information about a transaction, please contact PFMAM within 60 days of receipt. If you have other concerns or questions regarding your account, or to request an updated copy of PFMAM's current disclosure statement, please contact a member of your client management team at PFMAM Service Operations at the address below.

PFM Asset Management
Attn: Service Operations
213 Market Street
Harrisburg, PA 17101

NOT FDIC INSURED **NO BANK GUARANTEE** **MAY LOSE VALUE**

Account Statement - Transaction Summary

For the Month Ending **March 31, 2026**

City of Benicia - City of Benicia - 6125-001

CAMP Pool

Opening Market Value	26,469,307.49
Purchases	79,499.14
Redemptions	(2,000,000.00)
Unsettled Trades	0.00
Change in Value	0.00
Closing Market Value	**$24,548,806.63**
Cash Dividends and Income	79,499.14

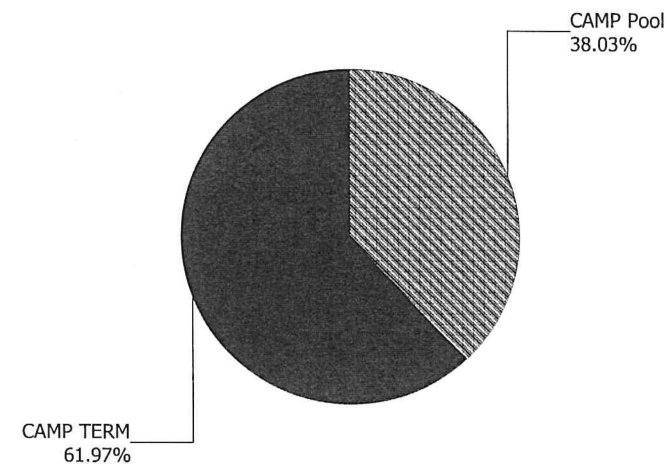
CAMP TERM

Opening Market Value	40,000,000.00
Purchases	0.00
Redemptions	0.00
Unsettled Trades	0.00
Change in Value	0.00
Closing Market Value	**$40,000,000.00**
Cash Dividends and Income	0.00

Asset Summary

	March 31, 2026	February 28, 2026
CAMP Pool	24,548,806.63	26,469,307.49
CAMP TERM	40,000,000.00	40,000,000.00
Total	**$64,548,806.63**	**$66,469,307.49**

Asset Allocation



Investment Holdings

For the Month Ending **March 31, 2026**

City of Benicia - City of Benicia - 6125-001

Trade Date	Settlement Date	Security Description	Maturity Date	Rate	Investment Amount	Estimated Earnings	Est. Value at Maturity
CAMP TERM							
08/21/25	08/22/25	TERM - California Asset Management Program Term Dec 26	05/19/26	4.1100	20,000,000.00	499,956.16	20,608,054.79
12/16/25	12/17/25	TERM - California Asset Management Program Term Dec 26	12/16/26	3.7000	20,000,000.00	212,876.71	20,737,972.60
Total					**$40,000,000.00**	**$712,832.87**	**$41,346,027.39**

Account Statement

For the Month Ending **March 31, 2026**

City of Benicia - City of Benicia - 6125-001

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Total Shares Owned
CAMP Pool					
Opening Balance					**26,469,307.49**
03/04/26	03/04/26	Redemption - Outgoing Wires	1.00	(2,000,000.00)	24,469,307.49
03/31/26	04/01/26	Accrual Income Div Reinvestment - Distributions	1.00	79,499.14	24,548,806.63
Closing Balance					**24,548,806.63**

	Month of March	Fiscal YTD July-March
Opening Balance	26,469,307.49	61,121,735.95
Purchases	79,499.14	21,927,070.68
Redemptions (Excl. Checks)	(2,000,000.00)	(58,500,000.00)
Check Disbursements	0.00	0.00
Closing Balance	**24,548,806.63**	**24,548,806.63**
Cash Dividends and Income	79,499.14	1,269,799.45

Closing Balance	24,548,806.63
Average Monthly Balance	24,665,420.37
Monthly Distribution Yield	3.80%

PARS. PUBLIC AGENCY RETIREMENT SERVICES

CITY OF BENICIA
PARS Post-Employment Benefits Trust

Account Report for the Period
3/1/2026 to 3/31/2026

Jeff Tschudi
Finance Director
City of Benicia
250 East L Street
Benicia, CA 94510

Account Summary

Source	Balance as of 3/1/2026	Contributions	Earnings	Expenses	Distributions	Transfers	Balance as of 3/31/2026
PENSION	$9,483,532.90	$0.00	-$376,251.92	$4,286.11	$0.00	$0.00	$9,102,994.87
Totals	$9,483,532.90	$0.00	-$376,251.92	$4,286.11	$0.00	$0.00	$9,102,994.87

Investment Selection

Source	
PENSION	Moderate - Strategic Blend

Investment Objective

Source	
PENSION	The dual goals of the Moderate Strategy are growth of principal and income. It is expected that dividend and interest income will comprise a significant portion of total return, although growth through capital appreciation is equally important. The portfolio will be allocated between equity and fixed income investments.

Investment Return

				Annualized Return			
Source	1-Month	3-Months	1-Year	3-Years	5-Years	10-Years	Plan's Inception Date
PENSION	-3.97%	-0.89%	11.46%	10.22%	4.95%	-	10/14/2020

Information as provided by US Bank, Trustee for PARS; Not FDIC Insured; No Bank Guarantee; May Lose Value

Past performance does not guarantee future results. Performance returns may not reflect the deduction of applicable fees, which could reduce returns. Information is deemed reliable but may be subject to change.
Investment Return: Annualized rate of return is the return on an investment over a period other than one year multiplied or divided to give a comparable one-year return.
Account balances are inclusive of Trust Administration, Trustee and Investment Management fees

AGENDA ITEM
CITY COUNCIL MEETING DATE – JULY 21, 2026
CONSENT CALENDAR

TO : City Manager

FROM : Finance Director

SUBJECT : **FY 2025/26 THIRD QUARTER INVESTMENT REPORT**

EXECUTIVE SUMMARY:
The Fiscal Year 2025/26 Third Quarter Investment Report for the quarter that ended March 31, 2026, follows the City's Investment Policy and California Law. Additionally, the City has adequate investments to meet its expenditure needs for the next six months. This report has been reviewed by the City Treasurer.

RECOMMENDATION:
Move to accept, by minute action, the Third Quarter Investment Report for the quarter that ended March 31, 2026 (Attachment 1).

BUDGET INFORMATION:
Staff time to prepare the report is included in the adopted FY 2025/26 General Fund budget. The interest earnings and market value of the City's portfolio have been reported in the appropriate fiscal year's budget.

BACKGROUND:
The Third Quarter Investment Report for the quarter that ended March 31, 2026, has been completed. The market value of the City's all funds managed investment portfolio as of March 31, 2026, was $34,812,163. The portfolio's performance includes interest earnings and changes in market value, resulting in a total return rate of 0.38%. The quarterly returns were above the portfolio benchmark of 0.33%. Returns for the 1-year period were 4.38%, outperforming the portfolio benchmark return of 3.91% by 0.47% after fees.

The Federal Reserve held rates steady at both of its meetings in early 2026, keeping the rate in the range of 3.50% to 3.75% as policymakers balanced economic data with increased geopolitical risks. The Fed's updated projections suggest the possibility of a modest rate cut later in 2026, but this may change as inflation and employment data continue to evolve. Fed Chair Powell noted that growing global uncertainty makes it harder for the Fed to balance its goals of stable prices and full employment.

Rising tensions in the Middle East, including the closure of the Strait of Hormuz, led to a significant energy supply shock and renewed inflation pressures. These developments led to a broad repricing in fixed income markets, with yields rising across the curve as investors reassessed inflation expectations and the outlook for monetary policy. As a result, the market value on the portfolio declined, which is reflected in total return performance, which declined from 1.17% last quarter to 0.38% this quarter ending on March 31, 2026.

Despite these market value pressures, portfolio income remained strong, with interest earnings continuing at historically elevated levels, reflecting the higher rate environment and disciplined reinvestment at attractive yields. The benchmark, which is used to measure how the portfolio performed against the broader market, experienced a similar pattern over the same period, falling from 1.10% to 0.33%. Despite these headwinds, the portfolio continues to outperform its benchmark in both periods, indicating that the City's high-quality and conservatively structured investments demonstrated relative resilience in a challenging market environment.

The City has adequate investments to meet its expenditure requirements for the next six months. In addition, the City's investment portfolio follows Government Code Sections 53600 et seq. and the City's Investment Policy.

The attached Third Quarter Investment Report identifies, but is not limited to, the City's investments by purchase date, maturity date, type of investment, issuer of investment, cost, current yield, and yield to maturity.

LOCAL GOVERNMENT INVESTMENT POOLS

The City participates in two investment pools, the Local Agency Investment Fund (LAIF) and California Asset Management Trust (CAMP). Both LAIF and CAMP are compliant with California Government Code section 6509.7 and section 53601.

LAIF is a voluntary program created by statute in 1977, through the State Treasurer, in which local agencies can participate in the State's investment portfolio to achieve the benefit of the size of the State's investments and portfolio managers. The City's LAIF balance ending March 31, 2026, was $21,823,319 with an interest rate of 3.98% during the quarter (Attachment 2).

CAMP was created in 1989, when two public agencies formed the California Asset Management Trust, with the objective of meeting local government investment needs at a reasonable cost. The City became a shareholder in CAMP in November 2022. The cash reserve portfolio that the City participates in is a short-term portfolio which, in order of priority, seeks to preserve principal, provide daily liquidity and earn a high level of income. The City's CAMP balance, ending March 31, 2026, totals 64,548,806 (Attachment 3) with an investment yield of 3.80% on Pool balance of $24,548,806, an investment yield of 4.11% on a $20,000,000 259-day Term investment maturing on 5/19/26, and an investment yield of 3.70% on a $20,000,000 1 year Term investment maturing on 12/16/26. This last Term investment represents a transfer from the CAMP pool investment to secure a fixed rate and fixed term, allowing the City to ladder maturities.

As a reminder, these are cash investments of reserves/current operating cash from all funds, including Water and Wastewater, and are a snapshot in time as the cash balances are used throughout the year to cash flow city operations including debt obligations. The investment balances are not additional funding that can be used for budgeting purposes, but rather the cash behind the budget decisions made throughout the fiscal year.

IRS SECTION 115 PENSION TRUST:

On June 6, 2019, Council adopted Resolution 2019-48 authorizing the City Manager to establish an IRS Section 115 irrevocable pension trust fund with Public Agency Retirement Services (PARS) to administer a Public Agencies Post-Employment Benefits Trust as a pension rate stabilizing fund to pre-fund pension benefit obligations. The value of the Trust for the quarter ending March 31, 2026, is $9,102,994 (Attachment 4). The portfolio return during the quarter was negative 0.89%, and the 1-year return is 11.46%.

NEXT STEPS:

None.

ALTERNATIVE ACTIONS:

If Council chooses not to accept the Third Quarter Investment Report, the City will be out of compliance with the City's Investment Policy.

CEQA Analysis	The Investment Report is exempt from the California Environmental Quality Act (CEQA) Guidelines Section 15061(b)(3), the "general rule" exemption which states that where it can be seen with certainty that there is no possibility the activity in question may have a significant effect on the environment, the activity is exempt from CEQA

ATTACHMENTS:

1. FY 2025-26 Third Quarter Investment Report
2. LAIF Statement Ending March 31, 2026
3. CAMP Statement Ending March 31, 2026
4. 115 Trust Statement Ending March 31, 2026

For more information contact: Jeff Tschudi, Finance Director
Phone: 707.746.4222
E-mail: jtschudi@ci.benicia.ca.us

AGENDA ITEM
CITY COUNCIL MEETING DATE – JULY 21, 2026
CONSENT ITEM

TO : City Manager

FROM : Police Chief

SUBJECT : **AUTHORIZE THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE SOLANO COUNTY SHERIFF'S OFFICE TO CONTINUE TO PROVIDE ANIMAL CONTROL SERVICES FOR THE CITY OF BENICIA**

EXECUTIVE SUMMARY:

The City of Benicia currently does not have dedicated animal control personnel or the expertise to provide animal control services. The Benicia Police Department has been contracting with the Solano County Sheriff's Office for animal control services since 2023. The agreement will ensure that the city continues to be covered at all times for animal-related calls and will allow current Police Department staff to focus on other responsibilities to serve the community.

RECOMMENDATION:

Move to adopt a resolution (Attachment 1) authorizing the City Manager to execute an agreement with the Solano County Sheriff's Office to provide animal control services for the city for FY27 and FY28 in an amount not to exceed $245,000.

BUDGET INFORMATION:

The anticipated cost to the city for the 2-year agreement is an amount not-to-exceed $245,000. The total cost for FY27 is expected to be $115,701, which includes the base cost of $110,901, and an amount of $4,800 for emergency care services. The total cost of FY28 is estimated to be $121,246, which includes a projected 5% escalator in the base cost and the annual allotment of $4,800 for emergency care services. The two-year estimated cost is $236,947, and the not-to-exceed amount of $245,000 provides flexibility for funding additional emergency care cases and/or to accommodate a higher-than-expected escalator of the base cost for FY28. The funding for FY27 is budgeted in the Animal Control DMV Fees account (Org/Object) 0105000-7005, and the funding for FY28 will be included as part of budget development for the next biennial budget cycle.

BACKGROUND:

The Police Department has not had an authorized full-time position for Animal Control Officer for a number of years, and the current personnel in the Department do not have the expertise to provide animal services for the city. Following the elimination of the

Animal Control Officer position, in June 2023, Council approved Resolution 23-55 regarding a 3-year agreement with Solano County for animal control services. The original agreement expired on June 30, 2026 and the proposed agreement continues the partnership with the Solano County Sheriff's Office to continue providing animal control services to the City of Benicia.

The anticipated cost to the city for the 2-year agreement is an amount not-to-exceed $245,000. The agreement (Attachment 2) specifies that the base cost of services for FY2027 will be $110,901. Per an email received from the Solano County Sheriff's Office, the second year of the agreement is expected to include an estimated 5% escalator, increasing the base cost to $116,446 for FY2028. In addition to the annual base cost rate, the City of Benicia is responsible for the cost of emergency care, if needed, in an amount of $400 per animal for animals transported from the City of Benicia. As it is difficult to predict the occurrence or need for emergency care, to ensure that appropriate funds are earmarked for these expenses, the Police Department estimates one case per month, totaling $4800 per year. Therefore, the total estimated cost for FY27 is $115,701, and the estimated cost for FY28 is $121,246. The not-to-exceed amount of the contract allows for additional emergency care cases and/or to accommodate a higher-than-estimated escalator of the base cost for FY28.

NEXT STEPS:
Upon Council approval, the agreement will be signed by the City Manager and the County Administrator of Solano County, and the Solano County Sheriff's Office will continue to provide Animal Control Services to the City of Benicia.

ALTERNATIVE ACTIONS:
If Council does not approve the agreement, Benicia Police Department personnel will respond to animal control calls without needed expertise, may incur unanticipated overtime, and may request assistance from the Sheriff's Office, when necessary, with no guaranteed response.

CEQA Analysis	The Animal Control Contract does not constitute a project under California Environmental Quality Act (CEQA) Guidelines Section 15378 (b) (2) therefore is not subject to environmental review under CEQA Guidelines Section 15060 (c) (3).

ATTACHMENTS:
1. Resolution for Animal Control Services for FY27-28
2. Agreement with Solano County Sheriff's Office for Animal Control Services for FY27-28

For more information contact: Mark Menesini, Police Chief
Phone: 707-746-4262
E-mail: mmenesini@ci.benicia.ca.us

RESOLUTION NO. 26-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH SOLANO COUNTY SHERIFF'S OFFICE TO CONTINUE PROVIDING ANIMAL CONTROL SERVICES FOR THE CITY OF BENICIA

WHEREAS, the City of Benicia does not have dedicated animal control personnel nor the expertise to provide animal control services; and

WHEREAS, the City has been contracting with the Solano County Sheriff's Office for animal control services since 2023; and

WHEREAS, an agreement to extend the services provided by the Sheriff's Office for a 2-year period will ensure that the city continues to be covered at all times for animal related calls; and

WHEREAS, the agreement states that the city is required to pay an annual base cost and cover the cost of emergency care services for animals transported from the City of Benicia; and

WHEREAS, it is difficult to predict the occurrence or need for emergency care and the Benicia Police Department intends to earmark enough funds to cover one emergency care visit per month for each year of the agreement; and

WHEREAS, the cost of emergency care visits is billed at $400 per visit, therefore the expense is estimated at $4,800 annually; and

WHEREAS, the base cost for FY27 is $110,901; and

WHEREAS, the Solano County Sheriff's Office estimates a 5% escalator to the base cost for year two of the agreement, thus increasing the cost to $116,446 for FY28; and

WHEREAS, the total cost for FY27 is estimated to be $115,701 and the total cost for FY28 is estimated to be $121,246 totaling $236,947 as an estimated cost for both years; and

WHEREAS, the Benicia Police Department is recommending a not-to-exceed amount of $245,000 for the 2-year agreement, to accommodate additional emergency care visits and/or a higher-than-estimated escalator to the base cost for FY28; and

WHEREAS, the funding for FY27 is budgeted in the Animal Control DMV Fees account (Org/Object) 0105000-7005, and the funding for FY28 will be included as part of budget development for the next biennial budget cycle.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Benicia does hereby authorize the City Manager to execute an agreement with the Solano County Sheriff's Office for animal control services for a 2-year agreement.

*****

On motion of Council Member , seconded by Council Member , the above Resolution was adopted by the City Council of the City of Benicia at a regular meeting of said Council held on the 21st day of July, 2026 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

____
Steve Young, Mayor

Attest:

____
Lisa Wolfe, City Clerk

____
Date

Exhibit A
Delete this page if not needed.
[see next page]

County of Solano
Memorandum of Agreement

MOA NUMBER:

1. This MOA is entered into between local governments and/or the departments or agencies named below:

COUNTY OF SOLANO

DEPARTMENT/AGENCY 1

CITY OF BENICIA

DEPARTMENT/AGENCY 2

2. The Term of this MOA shall:

Take effect **July 1, 2026** And remain in effect until **June 30, 2028**

3. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of this MOA:

   Exhibit A – Scope

   Exhibit B – General Terms and Conditions

The parties have executed this Agreement as of the first day of July 2026.

Department/Agency 1	Department/Agency 2
County of Solano	**City of Benicia**
AUTHORIZED SIGNATURE DATED	AUTHORIZED SIGNATURE DATED
Ian Goldberg PRINTED NAME	**Mario Giuliani** PRINTED NAME
County Administrator TITLE	**City Manager** TITLE
APPROVED AS TO FORM: COUNTY COUNSEL OR DESIGNEE	 CITY ATTORNEY OR DESIGNEE

EXHIBIT A
SCOPE

1. INTENT

This Memorandum of Agreement ("MOA") is a plan of cooperation by and between the County of Solano ("County"), a political subdivision of the State of California, on behalf of the Solano County Sheriff's Office ("Sheriff's Office"), and the City of Benicia, a municipal corporation ("Customer"). Furthermore, this Agreement is intended to be a contract for services whereby the Customer will reimburse the Sheriff's Office for animal control services provided under this MOA. County, Sheriff's Office and the Customer may be referred to herein individually as a "Party" or collectively as the "Parties." There are no other parties to this MOA.

2. PURPOSE

The purpose of this MOA is to establish or ratify relationships, responsibilities and procedures related to animal control services. The Customer and the Sheriff's Office agree that:

A. Customer is required to provide Animal Control Services as defined and authorized by Federal, State, and local laws to include, but not limited to, the California Penal Code, California Health & Safety Code, California Fish & Wildlife Code, California Code of Regulations, Chapter 4 of the Solano County Ordinances and regulates the presence, conduct, and ownership of animals within the City limits as provided in the Benicia Municipal Code ("BMC").

B. The Sheriff's Office provides animal control services within the unincorporated areas of Solano County. Specifically, County is experienced at enforcing federal, State, and local regulations related to the presence, conduct, and ownership of animals including, but not limited to, regulations related to public health, safety, and general welfare, as well as regulations related to the health, safety and welfare of animals (collectively, "Animal Control Services"). and may contract with other cities within the County for Animal Control Services. The Sheriff's Office has the professional ability and training to provide animal control services to Customer and represents that the Sheriff's Office will at all times faithfully, industriously and to the best of its ability, experience and talent, perform to Customer's reasonable satisfaction.

C. Customer wishes to contract for Animal Control Services by entering into an agreement with the County of Solano.

D. Rabies control is expressly not part of this MOA, as this service is conducted by the designated Public Health Officer (Sheriff's Animal Control) outside of this agreement. Customer acknowledges that Sheriff's Animal Control Officers are also Public Health Officers as it relates to Rabies Control. No provision of this MOA are intended to conflict or modify any rabies control agreement(s) between Customer and the County.

3. RESPONSIBILITIES OF THE SHERIFF'S OFFICE

A. Provide Animal Control Services to incorporated areas of the Customer where the Customer has primary law enforcement jurisdiction.

(1) Service Area. Sheriff's Animal Control Officers will provide call response within the boundaries of the Customer.

(2) Service Hours. The Sheriff's Office shall provide Animal Control Service 6:00 A.M. to 6:00 P.M., seven days a week, excluding County recognized holidays, as published annually by the Solano County Board of Supervisors enumerated on the County's website at ~~https://www.solanocounty.com/cals/county_holidays.asp~~https://www.solanocounty.gov/government/human-resources/county-holidays (Normal Business Hours").Sheriff will also provide one (1) Animal Control Officer on-call during non-scheduled hours seven (7) days per week and during County recognized holidays ("Extended Hours"). The Sheriff's Office may adjust Normal Business Hours, when mutually agreed upon by the Customer.

Field Code Changed

(3) Service Calls. Sheriff's Animal Control Unit shall maintain a twenty-four (24) hour telephone number for calls for Animal Control Service. During Normal Business Hours, Sheriff's Animal Control Officers will be available to receive direct calls for service from the public. The Sheriff' Office shall make every effort to provide an instant response to inquiries. The Sheriff's Office shall be responsible for dispatching all calls for service.

(4) Response Times. During Normal Business Hours, Sheriff's Animal Control Officers will respond to calls for animals running loose, seriously injured animals, vicious animals or animals endangering human life or safety, animal nuisance complaints, and abused or neglected animals within one hour of call received. During Extended Hours, generally meaning holidays and after-hours, Sheriff's Animal Control will attempt to respond within two hours to reports of vicious animals or animals endangering human life or safety.

(5) Owner Surrenders. Calls for service from animal owners who wish to surrender their animal(s) for adoption or destruction and who do not have transportation to the Shelter shall be handled within twenty-four (24) business hours (Monday-Friday, excluding holidays). Animals surrendered by owners in the field will be transported to the Solano County Animal Care Facility. Sheriff's Animal Control Officers will adhere to the Solano County process for field surrenders and may charge local residents according to the County Fee Schedule (i.e., pick-up, surrender, disposal, etc.). Sheriff's Animal Control will invoice Customer's residents directly for this service and will retain revenues that will offset the Solano County Animal Shelter expense.

(6) In accordance with Penal Code §597, Sherriff's Animal Control Officers may administer field euthanasia when circumstances dictate.

(7) Resources. The Sheriff's Office reserves the right to utilize other Sheriff's Office resources to handle or validate a call for service prior to dispatching a Sheriff's Animal Control Officer during Extended Hours, during times of staffing shortages, or during high volume of calls for service. The Sheriff's Office may temporarily move available County resources as needed to other areas for mutual assistance at the request of other jurisdictions.

B. Enforce all infraction and misdemeanor provisions of federal, State, and local laws to include, but not limited to, the Penal Code, Health & Safety Code, Fish & Wildlife Code, Code of Regulations of California, Chapter 4 of the County Ordinances and BMC Chapter 6 as they relate to domestic animals within the Customer's jurisdiction. Such enforcement shall include issuing citations, making arrests, and impounding animals.

(1) Animal Bite Cases. Sheriff's Animal Control shall review all reported animal bite cases to ensure no violation of law exists, and/or to make a determination if dangerous dog or animal nuisance proceedings are appropriate.

(2) Animal Cruelty Cases. Sheriff's Animal Control shall document all instances of animal cruelty whether observed directly by Sheriff's Animal Control Officers or in the Officer's determination. Sheriff's Office shall immediately report all serious animal cruelty cases to Customer. After further consultation with Customer, ~~Customer may~~Customer may further investigate and potentially pursue criminal prosecution.

(3) Dangerous Animal Ordinance. Sheriff's Animal Control shall enforce the Customer's Dangerous Animals Ordinance (BMC Chapter 6.28). This shall include, but is not limited to, notifying participants of hearings, acting as the Customer' representatives during hearings, and enforcing the registration requirements of the ordinance. The Customer is solely responsible for providing its own legal counsel for dangerous/vicious dog hearings and for animal cruelty hearings.

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(4) Animal Nuisance Ordinances. Sheriff's Animal Control shall be responsible for enforcing and administering the field work of the Animal Nuisance ordinances as outlined in BMC Chapter 6.24.

C. Provide emergency transport services for sick or injured animals requiring immediate medical care to the Solano County Animal Care Facility (the "Facility"). In the event the Facility is closed, the Sheriff's Animal Control Officers will take the sick or injured animal to a local animal hospital for diagnosis and if necessary, emergency medical treatment. The Sheriff's Animal Control Officers will request approval from Customer for any emergency medical treatment exceeding $4~~3~~00.00, Customer expressly approves all cost $4~~3~~00.00 and below. Customer shall reimburse the Sheriff's Office for all approved costs associated with the emergency medical visit.

D. Conduct kennel inspections as outlined in BMC Chapter 6.40.010 for the purpose of Customer issuing kennel licenses and/or as outlined in BMC Chapter 6.28.030 for exotic animal registration.

E. Upon request, provide Customer or Customer's residents with appropriate animal traps. Notwithstanding the foregoing, Sheriff's Animal Control Officers shall not perform urban or wildlife trapping services for the purposes of population control.

F. Provide and maintain all equipment necessary for Sheriff's Animal Control Officers to perform the services under this MOA to include animal control vehicles, maintenance of vehicles, uniforms, equipment and any other reasonable tools or services. The Customer will provide one animal control truck to the Sheriff's Office and the Sheriff's Office will be responsible to maintain the truck.

G. Ensure Sheriff's Animal Control Officers have requisite training to conduct services outlined in this MOA. County shall facilitate training to include trade seminars, basic and advanced officer training, along with any legally mandated training requirements to ensure Animal Control Officers meet or exceed industry standards to perform the animal control activities.

H. Maintain all documentation including but not limited to reports, records, case files, citations, and/or other criminal and administrative records in performance of services under this MOA.

I. Provide quarterly reports (July 1 – September 30; October 1 – December 31; January 1 – March 31; and April 1 – June 30) to Customer within 30 days of quarter end that include at least the following information:

   (1) Intake (Stray, Owner Surrender, etc.) and identify the location (address, cross streets) by which an animal was obtained;

   (2) Transfer information identifying which animals were obtained within the Customer's jurisdiction, County-unincorporated jurisdiction, or other;

   (3) Calls for service received and responded to, grouped by types of call (e.g. animal running loose, dangerous animal, complaints, etc.);

   (4) An accounting for on-duty and on-call Animal Control Officer hours (e.g. total normal and overtime hours per month, total number of hours on-call, etc.); and

   (5) A spreadsheet identifying the animal, date and total invoice amount for each Benicia animal receiving emergency medical care.

J. Cooperate with the Solano County District Attorney's Office, County Counsel, Customer's legal counsel, California Fish and Wildlife, and other law enforcement agencies in investigating and prosecuting law violations related to animals.

K. When mutually agreed upon by Parties, provide additional services or extra support for a special detail held within Customer's jurisdiction.

4. RESPONSIBILITIES OF THE CUSTOMER

A. Appoint the Sheriff of Solano County as the Animal Control Director for the purposes of BMC Chapter 6.08.010.

B. Respond to and provide law enforcement assistance to the Sheriff's Animal Control Officers operating within the Customer's boundaries performing services under this MOA.

C. Respond to and investigate all felony animal cruelty cases within Customer's jurisdiction.

D. Delegate authority to the Sheriff's Office to seek emergency medical treatment of sick or injured animals; however, Customer retains the right to approve any emergency medical treatment exceeding $4~~3~~00.00.

E. Animal carcass removal from public roads, buildings, or property to include properties outlined in and BMC Chapter 6.04.040 shall be conducted under the Customer's contract with the local garbage company to include compliance with Streets and Highway Code section 91.8.

F. Retain administrative process over the Dangerous Animal proceedings, to include the appointment of the Hearing Officer, as outlined in BMC Chapter 6.20.060 and provide the

Sheriff's Office with written documentation of each step of the process from Customer's records (i.e., copies of notices, services, outcome, and/or imposed conditions).

G. Retain all authority over animal population control including the administrative process over feral animals.

H. Request additional services or extra support for special details. Requests should be made at least two weeks in advance to allow the Sheriff's Office to evaluate staffing needs. Requests made without proper advance notice will be considered on a case-by-case basis. All additional services are at the Sheriff's Office discretion. Customer agrees to assume all additional costs associated with staffing and equipping the special detail.

I. Notify the Sheriff's Office of:

(1) Any applicable changes to federal, state or local laws including the BMC Chapter 6.

(2) Any public health outbreaks or concerns related to or caused by feral, wild, and undomesticated animals.

~~J. Transfer ownership in one animal control truck to the Sheriff's Animal Control fleet to provide animal control services throughout the County. In exchange for the truck, the Sheriff's Office shall grant Customer a $45,000 credit against services to be applied equally each month of the initial MOA term of 24 months.~~

5. MUTUAL RESPONSIBILITIES

A. Abide by all applicable requirements as set forth in federal and state laws and regulations including those involving the confidentiality of criminal justice information data.

B. Establish mutually satisfactory methods for the exchange of such information as may be necessary in order that each Party may perform its duties and functions under this MOA.

C. Establish appropriate procedures to ensure that all information is safeguarded from improper disclosure in accordance with applicable state and federal laws and regulations.

D. Appoint MOA administrators to communicate and address areas of concern and monitor performance of responsibilities under this MOA.

EXHIBIT B
TERMS AND CONDITIONS

1. SIGNATURE AUTHORITY
The Parties executing this MOA certify that they have the proper authority to bind their respective entities to all terms and conditions set forth in this MOA.

2. COST TO THE CUSTOMER

A. The Customer shall pay an annual base cost for services contemplated by this MOA, as agreed to by parties in writing in advance of the start of the fiscal year, July 1 ("Annual Base Cost"). On or before March 1 preceding the fiscal year, the County shall provide the Customer notice of the proposed Annual Base Cost for the upcoming fiscal year based on anticipated County costs to provide the services and supported by documentation showing the same. Parties shall then discuss and agree to the total Annual Base Cost for the coming year. Customer shall pay the Annual Base Cost as monthly installments of 1/12 the agreed amount. The Annual Base Cost for FY~~2023/24~~2026/27 is $110,901 ~~68,578 ($91,054 less a $22,500 credit for the transfer of one animal control truck)~~.

B. In addition to the Annual Base Cost, Customer shall pay for all costs associated with an emergency medical visit that are either less than $4~~3~~00.00 per animal or, if more, approved by the Customer in writing in advance of care. All costs pursuant to this subsection must be supported by sufficient documentation.

C. Customer shall pay for special details services requested by Customer on a time and materials basis pursuant to mutually agreed upon staffing levels and hourly overtime rates then in effect plus any equipment charges.

3. BILLING

A. The Sheriff's Office will invoice Customer for:

(1) Basic animal control services monthly in fixed increments at the beginning of each month within the service year (July 1 through June 30). ~~During the initial MOA term, the monthly invoices will reflect a $1,875 credit ($45,000 divided by 24 months) for the animal control truck transfer.~~

(2) Emergency medical services authorized by this MOA, monthly in arrears.

(3) Special details services immediately after detail has concluded.

B. Upon submission of an invoice by the Sheriff's Office, Customer shall pay County within thirty (30) days of invoice date for animal control services rendered.

If the billed amount is disputed, the Customer shall notify the Sheriff's Office in writing. Notwithstanding a dispute, the Customer shall submit payment to the Sheriff's Office and submit the dispute to the dispute resolution process pursuant to this MOA.

4. CONTRACT MONITORING
The MOA administrators shall meet semi-annually to review services provided in relation to

the scope of the MOA including review of deliverables and resolve any operational issues.

5. **GOVERNING LAW**
This MOA shall be governed according with the laws of the State of California. Solano County shall be the venue for any action or proceeding, in law or equity that may be brought in connection with this MOA.

6. **INDEPENDENT CONTRACTOR**
The Parties mutually understand that this MOA is by and between two independent contractors and is not intended to, and shall not be construed to, create the relationship of agent, employee, partnership, joint venture or association.

7. **MUTUAL INDEMNIFICATION**
Each Party (the “Indemnifying Party”) shall indemnify, defend, protect, hold harmless, and release the other Party (the “Indemnified Party”), their elected bodies, officers, agents, and employees (the “Indemnified Party’s Agents”), from and against any and all claims, losses, proceedings, damages, causes of action, liability, costs, or expense (including attorneys’ fees and witness costs) arising from or in connection with, or caused by any negligent act or omission or willful misconduct of such Indemnifying Party (“Liabilities”). Such Indemnifying Party’s obligation to defend, protect, hold harmless and release the Indemnified Party shall not apply to the extent that such Liabilities are caused in whole by the negligence active negligence, or willful misconduct of the Indemnified Party or the Indemnified Party’s Agents, but shall extend to all other Liabilities. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages or compensation payable to or for the Indemnifying Party under workers’ compensation acts, disability benefit acts, or other employee benefit acts.

8. **INSURANCE**
County understands that Customer is in a self-insurance pool known as the “Joint Powers Authority” (“JPA”). The JPA is the insurance carrier for Customer and not the parties with whom City contracts. Therefore, Customer’s insurance company will not defend or pay out claims brought against a contractor of City other than as required pursuant to the indemnification obligation in Section 7 above. Therefore, County has evaluated the inherent risks involved in operating its activity and has sufficient insurance coverage. County further understands that it is responsible for County’s own insurance and liability coverage.

9. **NONDISCRIMINATION**
Both Parties shall comply with all applicable federal, state and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, or other protected status.

10. **NONRENEWAL**
Parties acknowledge that there is no guarantee that the either Party will renew services under a new agreement following expiration or termination of this MOA.

11. **OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS**
The Parties’ obligation under this MOA is subject to the availability of authorized City or County funds. The Parties may terminate the MOA, or any part thereof, for lack of

appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this MOA, or any subsequent amendment, the Parties may, upon written notice, terminate this MOA in whole or in part.

12. NECESSARY ACTS AND FURTHER ASSURANCES

The Parties shall, at their own cost and expense, execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this MOA.

13. SEVERABILITY

If any term of this MOA is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms in this MOA shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term. If application of this severability provision should materially and adversely affect the economic substance of the transactions contemplated hereby, the Party adversely impacted shall be entitled to compensation for such adverse impact, provided the reason for the invalidity or unenforceability of a term is not due to serious misconduct by the Party seeking such compensation.

14. SURVIVAL

All provisions of this MOA relating to warranties, confidentiality, indemnification obligations, and payment obligations survive the termination or expiration of this MOA.

15. CHANGES AND AMENDMENTS

This MOA may be modified or amended upon the written mutual consent of the Parties and shall be effective only when incorporated into a written amendment.

16. DISPUTE RESOLUTION

In the event of any dispute, claim, question, or disagreement arising from or relating to this MOA or the breach thereof, including any conflict in the MOA documents, the Parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties. If the Parties fail to resolve this matter, this MOA shall terminate as outlined in section 16.

17. TERMINATION

A. This MOA may be terminated by either Party, at any time with good cause or no cause, upon ninety (90) days written notice.

B. If either Party defaults in the performance of any of the responsibilities or obligations set forth in this MOA, the nondefaulting Party shall promptly notify the other in writing. If the defaulting Party fails to cure a default within thirty (30) calendar days after notification, or if the default requires more than thirty (30) days to cure and the defaulting Party fails to commence to cure the default within thirty (30) days after notification, then the nondefaulting Party may immediately terminate this MOA.

C. Upon termination, whether mutually agreed to or as a result of the default of either Party, the following shall occur.

(1) The Sheriff's Office shall immediately cease rendering services to Customer under this MOA.

(2) The Customer shall pay all outstanding costs incurred by the Sheriff's Office under this MOA including a prorated amount for the month services were terminated.

18. WAIVER

Any failure of a Party to assert any right under this MOA shall not constitute a waiver or a termination of that right under this MOA or any provision of this MOA.

19. NOTICE

Any notice of communication required by this MOA between the Parties must be in writing, and may be given either personally, by facsimile, by registered or certified mail, or by a courier service providing overnight delivery. If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by email, notice is effective as of the first business day following the date of email or the date of delivery reflected upon a return read receipt, whichever occurs first. If notice is given by facsimile, notice is effective as of the first business day following the date of successful facsimile transmission or the date of delivery reflected upon a successful transmission printout provided the delivery time reflected is before 5:00 p.m. PST, whichever occurs first. If notice is given by mail or courier service, notice is effective as of the first business day following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

Sheriff's Office:	Customer:
Solano County Sheriff's Office Attn: Lt. Jake McNeil 530 Union Ave., Suite 100 Fairfield, CA 94533 drschick@solanocounty.com	Benicia Police Department Attn: Wendy Stratton-Monahan 200 E. L Street Benicia, CA 94510 WMonahan@ci.benicia.ca.us

20. EXECUTION IN COUNTERPARTS

This MOA may be executed by the Parties in one or more counterparts, all of which collectively shall constitute one document and agreement. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

21. ENTIRE AGREEMENT

This MOA, including any exhibits referenced, constitutes the entire agreement between the Parties. There are no inducements, promises, terms, conditions or obligations made or entered into by the Parties other than those contained in it.

AGENDA ITEM
CITY COUNCIL MEETING DATE JULY 21, 2026
CONSENT CALENDAR

TO : City Council

FROM : City Attorney

SUBJECT : **SECOND READING AND ADOPTION OF AN ORDINANCE ADDING A NEW CHAPTER 12.54 TO TITLE 12 (STREETS, SIDEWALKS AND PUBLIC PLACES) OF THE BENICIA MUNICIPAL CODE (BMC) AND AMENDING BMC SECTION 5.28.040 TO TITLE 5 (BUSINESS, TAXES, LICENSES AND REGULATIONS) TO REGULATE SIDEWALK VENDORS**

EXECUTIVE SUMMARY:

The proposed amendments to the Benicia Municipal Code (BMC) would update and add new sidewalk vendor regulations to reflect state law and best practices.

On July 7, 2026, the City Council conducted a public hearing, waived the first reading and introduced the Ordinance that would amend the City's Municipal Code to effectuate these amendments.

RECOMMENDATION:

Conduct the second reading and adopt an Ordinance of the City Council of the City of Benicia (Attachment 1) adding a new Chapter 12.54 to Title 12 (Streets, Sidewalks and Public Places) and amending BMC section 5.28.040 to Title 5 (Business, Taxes, Licenses and Regulations) to regulate sidewalk vendors.

BUDGET INFORMATION:

The fiscal impact is minimal. While the proposed ordinance will assist with enforcement efforts, the administrative fines associated with the sidewalk vendor program are not designed to increase revenue.

BACKGROUND:

In 2018, the state legislature adopted Senate Bill 946 ("SB 946") to regulate and decriminalize sidewalk vending which required cities to adopt reasonable, objective time, place, and manner regulations directly related to public health, safety, and/or welfare. Among other things, SB 946 restricted a local government's ability to prohibit sidewalk vending, place caps on the maximum number of sidewalk vendors allowed to operate in its jurisdiction or obtain consent or approval from any non-governmental entity or individual before selling food or merchandise. SB 946 allows local governments to restrict sidewalk vendors from operating within the immediate vicinity of permitted farmers' markets or areas subject to a temporary event permit. SB 946 also places caps on the amounts of fines that may be imposed for violations of a local sidewalk vending program.

In 2022, Senate Bill 972 amended state law by modifying health-code requirements applicable to sidewalk food vendors to reduce regulatory burdens and improve compliance pathways. In 2025, SB 635 further amended statutes related to sidewalk vendors by, in relevant part, restricting local governments from obtaining criminal histories, fingerprints, or background checks as part of an application for a permit or license.

Currently, the City's Municipal Code only regulates peddlers, solicitors, and canvassers per Chapter 5.28 of Title 5 of the Benicia Municipal Code in a manner that does not align with state law as it relates to sidewalk vendors. The regulations also need clarification due to difficulties in enforcement, vendor confusion, and concerns about safety and sanitary conditions.

Accordingly, staff recommends Council to adopt this new sidewalk vendor ordinance to update the title, definitions, permit application process, and operational standards to ensure statutory compliance while preserving local public safety controls.

DISCUSSION:

The proposed amendments align with current state regulation to apply specifically to sidewalk vendor. The proposed amendments include:

1. New defined terms that mirror statutory language in the Government Code and Health and Safety Code. Additionally, new defined terms have been added to clarify what constitutes sidewalk vending, roaming sidewalk vendor, roaming vending cart, stationary sidewalk vendor, and stationary vending cart. These definitions go beyond what is provided in Chapter 5.28 of Title 5 which only regulates peddlers, solicitors, and canvassers in the City.

2. Clearly defined permit application process and the necessary vendor permits and licenses under local and county requirements.
    a. Requests additional information from applicants, including identification information.
    b. A vending permit is valid for one year and requires an annual renewal.

3. Operational Requirements
    a. Every cart used to vend food must be approved by the health department.
    b. A sidewalk vendor must operate according to the approved hours of operation included in the vending permit.
    c. Must visibly display a valid vending permit and the county health permit during hours of operation.
    d. Trash-free vicinity during hours of operation.
    e. Vending cart sizing cannot exceed certain length and width requirements.
    f. Cannot sell alcohol, marijuana, or tobacco products.

4. Time, Place, and Manner Restrictions
    a. Prohibits mobile food vendors from operating within the immediate vicinity of a permitted certified farmers' market or an area designated for a temporary special permit.
    b. Prohibits stationary vendors from operating in areas zoned exclusively residential but allows roaming sidewalk vendors to stop and complete transactions in areas zoned exclusively residential.
    c. Clarifies that mobile food facilities have to obtain consent from property owners. Exempts sidewalk vendors and compact mobile food operations from this requirement, in accordance with state law.
    d. Preserves access for people with disabilities by preventing mobile food vendors from occupying sidewalks and the public right-of-way in a manner that would obstruct a wheelchair user's ability to travel along sidewalks and the public right-of-way.
    e. Placement restrictions of stationary and roaming carts.

5. Enforcement
    a. Violations are decriminalized and cannot be punishable as a criminal infraction or misdemeanor under the above referenced state law provisions.
    b. The City cannot confiscate a cart, equipment, or food without County involvement.
    c. Adds a statutorily compliant structure to impose fines and provide operators with an ability-to-pay determination.

NEXT STEPS:
If adopted, the ordinance would become effective 30 days after adoption.

ALTERNATIVE ACTIONS:
The Council may choose not to adopt the ordinance or provide alternate direction.

CEQA Analysis	This action is exempt from the California Environmental Quality Act ("CEQA") because it does not qualify as a "project" pursuant to Public Resource Code Section 21065 and CEQA Guidelines Sections 15320, 15378 and 15061(b)(3) because it can be seen with certainty that there is no possibility the City's action would cause either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment.

ATTACHMENT:
1. Proposed Ordinance – Adding a New Chapter 12.54 to Title 12 (Streets, Sidewalks and Public Places) and Amending Section 5.28.040 to Title 5 (Business, Taxes, Licenses and Regulations)

For more information contact: Ben Stock, City Attorney
Phone: (707) 746-4200
E-mail: bstock@ci.benicia.ca.us

CITY OF BENICIA ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BENICIA, CA, ADOPTING A NEW CHAPTER 12.54 TO TITLE 12 (STREETS, SIDEWALKS AND PUBLIC PLACES) OF THE BENICIA MUNICIPAL CODE (BMC), AND AMENDING BMC SECTION 5.28.040 TO TITLE 5 (BUSINESS TAXES, LICENSES AND REGULATIONS) TO REGULATE SIDEWALK VENDORS

WHEREAS, pursuant to § 7 of article XI of the California Constitution and the City of Benicia's general police power, the City is empowered and charged with responsibility to enact and enforce laws within its boundaries which promote the public health, morals, safety, and general welfare of the community; and

WHEREAS, in 2018, the California Legislature passed Senate Bill 946 ("SB 946") which decriminalized sidewalk vending and limited local regulations to those expressly provided in SB 946; and

WHEREAS, in 2022, the California Legislature passed Senate Bill 972 ("SB 972") to modernizes the California Retail Food Code by reducing the barriers to obtain a local county health permit for compact mobile food operations, providing opportunities for low-income entrepreneurs, and improving food safety and public health for consumers; and

WHEREAS, the Benicia Municipal Code currently regulates peddlers, solicitors, and canvassers per Chapter 5.28 of Title 5 of the Benicia Municipal Code in a manner that does not address sidewalk vending as defined in SB 946; and

WHEREAS, the City Council of the City of Benicia seeks to amend its existing regulations to align with recent developments in state law and best practices; and

WHEREAS, the City Council of the City of Benicia intends to regulate the time, place, and manner of mobile food vending to promote public health, safety, and welfare; and

WHEREAS, the City Council of the City of Benicia conducted a duly and properly noticed public hearing to take public testimony and consider this Ordinance.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BENICIA DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. Incorporation of Recitals. The City of Benicia finds that the above referenced recitals are true and correct, material to the adoption of this Ordinance, and are incorporated herein by reference.

SECTION 2. Amendment. A new Chapter 12.54 is hereby added to read in its entirety as follows:

Chapter 12.54
SIDEWALK VENDING PROGRAM

Sections:

12.54.010 Definitions.
12.54.020 Purpose.
12.54.030 Vending permit required.
12.54.040 Application requirements.
12.54.050 Issuance and renewal of vending permits.
12.54.060 General operational requirements.
12.54.070 Vending in residential areas.
12.54.080 Prohibitions on placement of stationary or roaming carts.
12.54.085 Sidewalk vending prohibited near special events and other vendors or authorized concessionaires.
12.54.090 Administration.
12.54.100 Enforcement.

12.54.010 Definitions.

For the purposes of this chapter, the following definitions shall apply:
"Administrator" means the public works director or designee, or any other city officer charged with administration of the provisions of this chapter.

"Business license" means the business license issued by the city pursuant to Chapter 5.04, which is required to conduct business in the city.

"California Retail Food Code" means Part 7 of Division 104 of the California Health and Safety Code (commencing at Section 113700).

"Cart" means any pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other nonmotorized conveyance, and includes a stationary cart or a roaming cart.

"County health permit" means any and all licenses, permits, certifications, and courses required and issued by Solano County environmental health services division to vend food within the city in accordance with this chapter.

"Food" means any type of edible substance or beverage.

"Goods" or "merchandise" means any item that is not food.

"Health department" means the Solano County Department of Resource Management Environmental Health Division.

“Person” or “persons” means one or more natural persons, individuals, groups, businesses, business trusts, companies, corporations, joint ventures, joint stock companies, partnership, entities, associations, clubs or organizations composed of two or more individuals (or the manager, lessee, agent, servant, officer or employee of any of them), whether engaged in business, nonprofit or any other activity.

“Roaming sidewalk vendor” has the same meaning as set forth in Government Code Section 51036(b), and includes a sidewalk vendor who moves from place to place and stops only to complete a transaction.

“Roaming vending cart” means a pushcart, pedal-driven cart, wagon, or other nonmotorized conveyance used by a roaming sidewalk vendor, to be moved from place to place, and with stops only to complete a transaction.

“Rules and regulations” means the rules and regulations established by the administrator and adopted by city council resolution, concerning the sidewalk vending program that are intended to clarify and aid in the administration and enforcement of this chapter.

“Sidewalk” means any paved surface in the public right-of-way provided for the use of pedestrians and includes pedestrian paths.

“Sidewalk vending” means the sale of food or merchandise from a pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other nonmotorized conveyance, or from one’s person, upon a public sidewalk or other pedestrian path.

“Sidewalk vending program” means the program established by this chapter that is applicable to sidewalk vending-related activities.

“Sidewalk vendor” has the same meaning as set forth in Government Code Section 51036(a), and includes a person who sells food or merchandise from a pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other nonmotorized conveyance, or from one’s person, upon a public sidewalk or other pedestrian path.

“State seller’s permit” means a permit issued by the California Department of Tax and Fee Administration.

“Stationary sidewalk vendor” has the same meaning as set forth in Government Code Section 51036(c), and includes a sidewalk vendor who vends from a fixed location.

“Stationary vending cart” means a pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other nonmotorized conveyance that is intended to be operated from a fixed location by a stationary sidewalk vendor.

"Vending permit" means a permit issued by the administrator to undertake sidewalk vending within the city in accordance with this chapter.

12.54.020 Purpose.
The purpose of this chapter is to establish a sidewalk vending program within the city while maintaining objective regulations that are directly related to public health, safety, and welfare. This chapter does not regulate commercial activity on private property.

12.54.030 Vending permit required.
No sidewalk vendor may undertake sidewalk vending within the city without first obtaining a vending permit issued by the administrator. Sidewalk vendors must comply with the terms and conditions set forth in the vending permit.

12.54.040 Application requirements.
To obtain or to renew a vending permit, a sidewalk vendor must provide the following as part of the application:

A. Valid identification, such as a state of California driver's license or identification number, an individual taxpayer identification number, or any other government-issued identification card.

B. The name, address and telephone number of the sidewalk vendor.

C. Proposed hours and days of operation.

D. Whether the sidewalk vendor intends to operate a stationary vending cart or a roaming vending cart.

E. Proposed location of operation.

F. The type of merchandise or food offered for sale or exchange.

G. Proof of a valid business license issued pursuant to Chapter 5.04.

H. The application or renewal fee, in an amount established by resolution of the city council.

I. A valid state seller's permit and any additional licenses from state or local agencies to the extent required by law.

J. A county health permit for food-related vending, if applicable.

K. A certificate of completion of a food handler course, if applicable.

L. If a cart will be used, a description of the cart including dimensions.

M. A certificate of insurance providing general liability insurance in the amount of at least $1,000,000 listing the city as additional insured. A vending permit shall be issued only for the explicit time period covered by the effective dates of the general liability insurance policy.

N. A declaration that the information provided to the city is true and correct.

O. Any other information as may be required by the administrator.

12.54.050 Issuance and renewal of vending permits.

A. A vending permit shall be valid for a period of one year from the date of issuance and shall be renewed annually.

B. Vending permits are not transferable.

C. A person whose vending permit is revoked may not renew their vending permit for one year.

D. In accordance with Government Code Section 51038(c)(4), identification numbers, including social security numbers, will be confidential and will not be disclosed.
E. The administrator may impose conditions of permit issuance as may be necessary to ensure the public health and safety, including but not limited to requiring an inspection of the cart by the health department as a condition of permit issuance.
F. If there is any prior history of violations under this chapter, the administrator may review any such violations in its review of renewal requests and consider those violations when imposing conditions on a renewal permit.

12.54.060 General operational requirements.
A. Every cart used to vend food must be approved by the health department. A cart may only vend the types of food that are listed and approved by the health department under the county health permit.
B. A cart used for sidewalk vending must obtain, possess, and prominently display a valid vending permit and all other required permits that are issued by other public agencies, such as a county health permit.
C. A cart used for sidewalk vending must be placed and used at all times in compliance with the terms and conditions of the vending permit and all other applicable laws and regulations, including the California Retail Food Code if food is sold.
D. No cart that is used for sidewalk vending may exceed a length of seventy-two inches, a width of fifty-four inches, or a height, including roof or awning, of seventy-eight inches, exclusive of a separate condiment table no larger than forty-eight inches long and twenty-four inches wide and a trash receptacle no larger than twenty gallons in capacity.
E. A sidewalk vendor must operate according to the approved hours of operation included in the vending permit. The administrator may impose reasonable hours of operation for sidewalk vendors. For sidewalk vending in nonresidential areas, the administrator may limit the hours of operation in a manner consistent with other businesses or uses on the same street(s) in those nonresidential areas.
F. No vending cart, condiment table or trash receptacle may be left on the sidewalk after the sidewalk vendor's stated closing time.
G. A sidewalk vendor must maintain a clean and trash-free twenty-foot radius from the sidewalk vendor's stationary cart during hours of operation and must leave the area clean by the approved closing time.
H. Sidewalk vendors that vend food items must provide a trash receptacle for customers and must ensure proper disposal of customer trash. The trash receptacle must be large enough to accommodate customer trash without resorting to existing trash receptacles located on any block for use by the general public.
I. A stationary vending cart that vends food must be operated within two hundred feet of an approved and readily available toilet and handwashing facility. If the toilet and handwashing facility is located on private property, the sidewalk vendor must possess a copy of an enforceable contract between the private property owner and the sidewalk vendor allowing the vendor to utilize such facilities, including the days and hours of operation.
J. Sidewalk vendors must comply with all applicable federal, state, and local laws, regulations, and ordinances.

K. No signs that are not attached to the vending cart may be used or displayed.
L. Sidewalk vendors may not set up tables, chairs, or other structures, unless otherwise approved by the city.
M. Sidewalk vendors may not access a city power source without authorization from the city, nor a private power source without authorization from such private property owner or agent.
N. No sidewalk vendors or vending carts may use and/or operate any loud speaker, public address system, radio, sound amplifier, or other similar device.
O. Vending of services is prohibited.
P. Sidewalk vendors shall not vend, set up a vending cart, or otherwise operate, within any marked parking space or stall in any public parking lot, as may be designated with paint or other markings to indicate where parking is permitted.
Q. Sidewalk vendors shall not serve or engage in the selling of alcohol, marijuana, tobacco products, products that contain nicotine or any product used to smoke/vape nicotine or marijuana, or live animals of any kind.
R. Sidewalk vendors shall be entirely self-sufficient in regards to gas, water, and telecommunications
S. The city may request a sidewalk vendor remove any cart that is in violation of this chapter. If the sidewalk vendor refuses to remove the cart, or if a cart has been abandoned, the city may cause the cart to be removed and may, after adequate notice, subsequently dispose of the cart (including any associated merchandise and food) if not claimed by the vendor in accordance with the rules and regulations. If the city removes a cart, the city shall not be responsible for maintaining any perishable food products.

12.54.070 Vending in residential areas.
A. No stationary vending cart may be used to vend within a residential zoned area.
B. A roaming sidewalk vendor may use a roaming vending cart within a residential zone, and must move continuously except when necessary to complete a sale.

12.54.080 Prohibitions on placement of stationary or roaming carts.
A. No sidewalk vendor may place or leave any vending cart:
1. Within ten feet of a marked crosswalk or ADA access ramp.
2. Within ten feet of the curb return of an unmarked crosswalk.
3. Within five feet of any fire hydrant.
4. Within five feet ahead and forty-five feet to the rear of a sign designating a bus stop.
5. Within ten feet of a bench or shelter used for public transit.
6. Within five feet of a driveway or driveway apron.
7. Within eighteen inches from the edge of the curb.
8. Within five feet of a public bench.
9. Where placement impedes the flow of vehicular traffic such as on public streets or public highways.
B. No vending cart may be chained or fastened to any utility pole, sign, tree, or other object in the public right-of-way or left unattended at any time.
C. No vending cart may impede the flow of pedestrian traffic by reducing the path of travel to less than four feet, or impede access to or restrict the use of abutting property,

including, but not limited to, residences and places of business, in accordance with the Americans with Disabilities Act (ADA).

D. No person shall vend from a human-powered or nonmotorized conveyance, such as a pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or from one's person, on any roadway (as defined by Vehicle Code Section 530) in the city.

E. Notwithstanding any specific regulations in this chapter, no sidewalk vendor may install, use or maintain a vending cart where placement endangers the safety of persons or property.

12.54.085 Sidewalk vending prohibited near special events and other vendors or authorized concessionaires.

A. No sidewalk vending is allowed within three hundred feet of all borders of a city-sponsored or city-permitted temporary or special event, within the time period commencing one hour before until one hour after the event. Such events include any event that requires an encroachment permit or special event permit, or any other permit or authorization issued by the city, including filming events, parades, outdoor concerts, and public gatherings sponsored by the city.

B. No sidewalk vending is allowed within three hundred feet of all borders of a certified farmers' market (operating pursuant to Chapter 10.5 of Division 17 of the Food and Agricultural Code, commencing with Section 47000) or a swap meet (operating pursuant to Article 6 of Chapter 9 of Division 8 of the Business and Professions Code, commencing with Section 21660) during the hours of operation.

C. For the purpose of determining the geographical restrictions set forth in this section, the applicable borders of any temporary or special event, certified farmers' market, or swap meet shall be based on the area of use set forth or otherwise described in the permit or other authorization issued by the city. The administrator or designee shall maintain a copy of such permits or other authorizations on file, unless expired or revoked, and shall make available such permits or authorizations to sidewalk vendors for inspection upon request. The administrator or designee shall also provide sidewalk vendors with notice regarding the issuance of temporary or special event permits if such notice is required to be provided to affected business owners or property owners.

D. No sidewalk vendor may vend within twenty-five feet of another sidewalk vendor at any city park.

E. Vendors are prohibited from sidewalk vending in parks and other city facilities that have exclusive, signed concession agreements. The administrator shall maintain a list of parks and facilities with an exclusive concession agreement and provide a copy of such list with the issuance of any vending permit.

12.54.090 Administration.

The administrator is authorized to develop, and enforce, the rules and regulations regarding the licensing, permitting, and operation of sidewalk vending, in accordance with this chapter.

12.54.100 Enforcement.

A. Sidewalk vending in violation of this chapter will not be punishable as a criminal infraction or misdemeanor, but will be subject to the following enforcement procedures:

1. For the first incident, a written warning will be issued specifying the provision of this chapter that has been violated as well as materials outlining the regulations of this chapter and any other adopted rules and regulations pertaining to sidewalk vending.
2. For the second incident, persons found in violation of this chapter shall be subject to an administrative citation. Administrative citations shall be in the format set forth in Section 1.10.050. In conjunction with the issuance of an administrative citation, the city will provide the person subject to administrative citation notice of their right to request an ability-to-pay determination and will make available instructions or other materials for requesting an ability-to-pay determination.
3. For vending without a valid vending permit the following fines shall be applicable:
a. An administrative fine of two hundred fifty dollars for a first violation.
b. An administrative fine of five hundred dollars for a second violation within one year of the first violation.
c. An administrative fine of one thousand dollars for a third violation and each subsequent violation, within one year of the first violation.
Upon proof of a valid permit issued by the city before such fines are due, the city will reduce the amount of the fines to one hundred dollars for the first violation, two hundred dollars for the second violation, and five hundred dollars for each violation thereafter.
4. For all violations of this chapter other than vending without a valid vending permit as outlined in subsection A of this section:
a. An administrative fine of one hundred dollars for a first violation.
b. An administrative fine of two hundred dollars for a second violation within one year of the first violation.
c. An administrative fine of five hundred dollars for a third violation within one year of the first violation.
d. An administrative fine of five hundred dollars for a fourth and each subsequent violation, and revocation of the vending permit. Revocation proceedings will be conducted in accordance with the rules and regulations established by the city.
B. All administrative citations issued for violations of this chapter and the rules and regulations are subject to the administrative hearing and appeal process set forth under Section 1.10.090. Citations shall be served using a method set forth in Section 1.10.060.
C. Fines assessed pursuant to this section shall be reduced to twenty percent of the original fine amount upon submission of proof of inability to pay at the administrative hearing if requested by the person pursuant to Government Code Section 51039(f). Additionally, the hearing officer may allow the person to complete community service in lieu of paying the total administrative fine, may waive the administrative fine, or may offer an alternative disposition.
D. All administrative fines imposed shall be subject to the city's authority to use any civil remedy available to collect any unpaid administrative fine, including, but not limited to, a collections program. No interest charges, late charges, or other fees shall be imposed for an administrative citation issued as a result of a violation of this chapter.

SECTION 3. Amendment. A new subsection is added to Chapter 5.28.040 to read in its entirety as follows:

H. Is subject to a permit under 12.54.030.

SECTION 4. CEQA. The City of Benicia finds that this ordinance is exempt from the California Environmental Quality Act ("CEQA") because the ordinance does not qualify as a project and will not result in a direct or reasonably foreseeable indirect physical change in the environment. (CEQA Guidelines, §§15060, subds. (c)(2), (c)(3), 15061, subd. (b)(3).)

SECTION 5. 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.

SECTION 6. Effective Date and Publication. This Ordinance shall be in full force and effective thirty (30) days after its adoption and shall be published and posted as required by law.

*****

On motion of Council Member , seconded by Council Member , the foregoing ordinance was introduced at a regular meeting of the City Council on the 7th day of July 2026, and adopted at a regular meeting of the Council held on the 21st day of July 2026, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

____
Steve Young, Mayor

Attest:

____
Lisa Wolfe, City Clerk

____
Date

AGENDA ITEM
CITY COUNCIL MEETING DATE – July 21, 2026
BUSINESS ITEM

TO	**:**	City Council
FROM	**:**	City Manager
SUBJECT	**:**	**APPROVAL TO PLACE LIMITED CITY CHARTER AND REAL PROPERTY TRANSFER TAX BALLOT MEASURES ON THE NOVEMBER 3, 2026 BALLOT**

EXECUTIVE SUMMARY:
With the objective of ensuring the City's ongoing fiscal stability, the City Council has discussed taking the steps necessary to become a limited charter city for the sole purpose of implementing a Real Property Transfer Tax (RPTT), which only charter cities are authorized to levy. To this end, the City would like to bring certain ballot measures before voters in the November 3, 2026 election, including one to establish Benicia as a limited charter city and one to subsequently implement an RPTT. As statutorily required, City Council has now held two public hearings on the proposed adoption of the limited city charter, during which the structure of the proposed RPTT has also been discussed. City Council has provided direction on how both the limited charter and RPTT should be structured and is now being asked to approve placing each measure on the November 3, 2026, ballot.

RECOMMENDATION:
There are two recommendations associated with this item:

1. Move to adopt a Resolution (Attachment 1) authorizing the placement of the limited city charter ballot measure with proposed Ordinance (Attachment 1 Exhibit A) on the November 3, 2026 General Election ballot; and
2. Move to adopt a Resolution (Attachment 2) authorizing the placement of the real property transfer tax ballot measure with proposed Ordinance (Attachment 2 Exhibit A) on the November 3, 2026 General Election ballot.

BUDGET INFORMATION:
The budgetary impact of placing the limited charter and RPTT ballot measures on the General Election Ballot on November 3, 2026, would be minimal because Benicia will already have Council and School Board elections happening concurrently. Staff estimates the cost to add these two items to the ballot would be $9,688 per measure, or $19,376 for both measures. The cost would be incurred in Fiscal Year 2026-27 (FY27) and there is sufficient budget for the cost of the election, including the placement of the two measures, in the FY27 City Clerk Election Services budget (0101200-7030).

BACKGROUND:
Over the past several years, City Council has discussed, on multiple occasions, the need to broaden and diversify the City's revenue streams to ensure the City has sustainable sources of revenue to maintain and enhance City services. One area of exploration is the ability for the City to enact a real property transfer tax (RPTT), which will require the City to become charter city under California state law.

In the coming decades, Benicia is expected to experience significant future growth and redevelopment, including the Rose Estates development that is planned for more than 1,600 residential units and the anticipated redevelopment of the more than 900-acre former Valero Benicia Refinery site. Planning for the refinery property contemplates a mix of industrial, commercial, retail, and residential uses, including the potential for approximately 3,500 residential units. These and other future development opportunities represent a substantial investment in the City's future and will increase demand for municipal services, public safety, transportation infrastructure, parks, and other community facilities. To help ensure that future growth contributes to maintaining the public services and infrastructure necessary to support that growth, the proposed Real Property Transfer Tax is intended to require newly constructed residential development and all commercial property transactions, which are often times higher-value real estate transactions, to contribute to the long-term sustainability of the municipal services and infrastructure from which they benefit.

<u>City Charter Adoption Measure</u>
While there are several authorities that a charter can grant a city, Benicia's proposed limited charter will be limited solely to the authority to enact an RPTT. No other charter city authorities will be granted by the charter. Accordingly, the proposed limited charter provides that the City will follow California general law in all areas except those stated in the charter; and specifically, that the charter authorizes the City to implement an RPTT, if separately approved by the voters, as the single and sole authority granted by the charter. Language in the attached ordinance and in the terms of the charter itself is clear that the authority granted is limited exclusively to the power to enact an RPTT. This includes the current form of government which is currently, and will remain, a Council-Manager form of government with an elected Mayor position and 4 elected City Council Member positions.

The California Constitution stipulates that for a city charter to be adopted, it must be approved by a simple majority vote of the City's voters at a statewide regular election (Gov. Code, §§34457 and 34458.). The attached draft ordinance (Attachment 1 Exhibit A) contains the terms of the proposed limited charter initially discussed by the City Council at the April 28, 2026, council meeting and in subsequent meetings, including two public hearings on May 19, 2026, and June 23,206.

<u>Real Property Transfer Tax Measure</u>
A real property transfer tax (RPTT) is a tax on the sale of property that is paid when real property is conveyed and is based on the sale value of the property. As noted above, only charter cities are authorized by state law to impose such a tax, which is why the City must also pass the measure to adopt the limited charter in order to implement the RPTT.

The City Council discussed the real property transfer tax model at the Council meetings held on April 28, 2026, May 19, 2026, and June 23,206.

The following table and accompanying bullet points outline the structure and applicable rates for the proposed RPTT that have been decided upon by City Council:

Property Sale Value	Rate ($ per $1000 in sale value)
< $2,000,000	$4
$2,000,000 – $9,999,999	$6
$10,000,000 <	$8

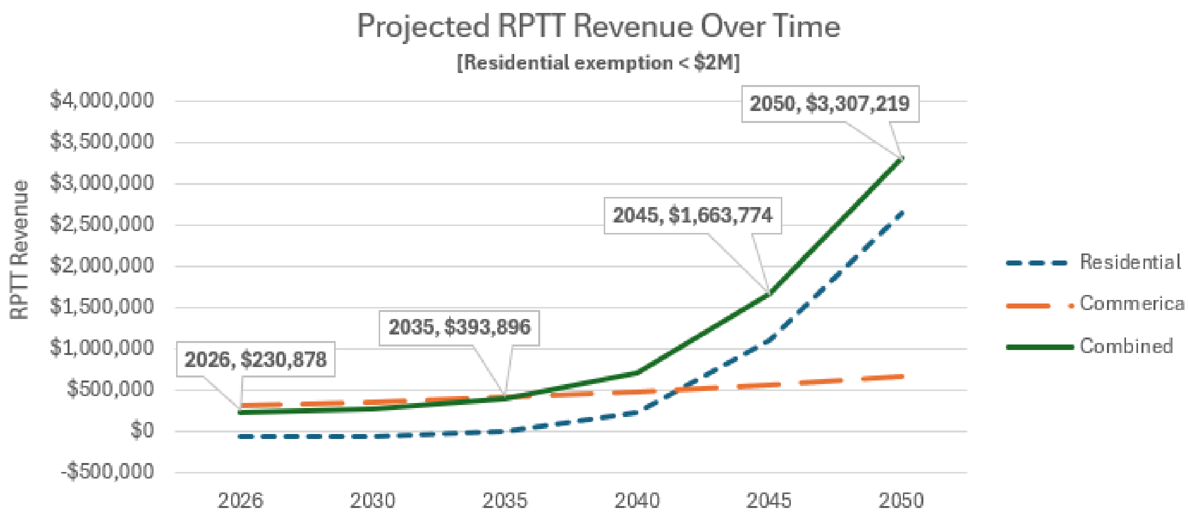
- Sales of residential properties built prior to January 1, 2027, that are sold for less than $2M will be exempt from the RPTT.
- All sales of residential properties built on or after January 1, 2027, will be subject to the RPTT.
- All sales of commercial properties will be subject to the RPTT.

All of the exemptions that currently exist for the documentary transfer tax will apply to the RPTT as well, plus the above-mentioned exemption specific residential properties as well as exemptions for sales between immediate family members and deed-restricted affordable housing units. The full list of exemptions is summarized below.

- Security agreement
- Public agencies
- Conveyances
- Order of the S.E.C.
- Partnership interest
- Instrument of foreclosure
- Sales between immediate family members
- Transfer of restricted affordable units
- Residential property built prior to January 1, 2027, sold for less than $2M

The graph below shows how the RPTT's revenue is projected to grow over time, based on the growth of property values[1]. It is important to note that the revenue projections are based on recent historical sales data for residential and commercial properties and the projected annual rates of growth in the sale value for each property type. New development is not factored into these projections due to the inherent uncertainty of the timing and volume of such development over the timeframe of the projections. That said, the known, currently planned Rose Estates development would reasonably be expected to contribute significantly to the RPTT's projected revenue over the near term. Based on what is currently known, the development's anticipated 1,620 units, reported to average $900,000 in sale value, would represent an estimated $5,832,000 of potential RPTT revenue, although the timing of that revenue cannot be precisely determined at the time of this report.

[1] Projected revenue based on historical property sales data and projected annual growth rates of 5% and 3% for residential and commercial property values, respectively



For both measures, the ordinance itself is subject to voter approval; and, if there is majority voter approval, the ordinance is "adopted" upon the date the Council declares the results of the election, with an effective date 10 days thereafter.

NEXT STEPS:
Below is the planned timeline for next steps to place the limited charter and RPTT measures on the November 3, 2026 ballot:

1. July 21st — Council Meeting – Public Hearing #3, Placement of Two Measures on November 2026 Ballot, Introduction of Ordinance for RPTT Structure, and Introduction of Ordinance for Limited City Charter

2. Aug 7th — Deadline for City Clerk to Submit Resolutions to Registrar of Voters to Place Measures on the November 2026 Ballot

For both measures, the ordinance itself is subject to voter approval; and, if there is majority voter approval, the ordinance is "adopted" upon the date the Council declares the results of the election, with an effective date 10 days thereafter.

ALTERNATIVE ACTIONS:
Instruct staff to exclude the limited charter and RPTT ballot measures from the November 3, 2026 ballot or provide additional guidance on the measures' contents.

CEQA Analysis	The project is categorically exempt from further review of the California Environmental Quality Act (CEQA) pursuant to Guidelines Section 15061(b)(3) which exempts projects where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.

ATTACHMENTS:

1. Resolution - Limited charter resolution with ballot question language
   Exhibit A - Draft ordinance for limited charter
2. Resolution - RPTT resolution with ballot question language
   Exhibit A - Draft ordinance for RPTT

For more information contact: Mario Giuliani, City Manager
E-mail: mgiuliani@ci.benicia.ca.us

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA SUBMITTING A BALLOT MEASURE TO VOTERS TO APPROVE AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BENICIA ESTABLISHING THE CITY OF BENICIA AS A CHARTER CITY AND ADDING A NEW CHAPTER 1A (CITY OF BENICIA CHARTER) TO THE BENICIA MUNICIPAL CODE SOLELY WITH RESPECT TO THE AUTHORITY NECESSARY FOR THE IMPOSITION, LEVY AND COLLECTION OF A TAX ON THE CONVEYANCE OF REAL PROPERTY BASED ON THE VALUE OF THE REAL PROPERTY SALES AND NO OTHER CHARTER CITY AUTHORITIES.

WHEREAS, the City of Benicia is committed to maintaining high-quality municipal services, preserving public infrastructure, and planning responsibly for the City's future; and

WHEREAS, the City recognizes that future growth and development should contribute to maintaining the public services, facilities, and infrastructure necessary to support that growth; and

WHEREAS, the City anticipates significant future development opportunities, including approximately 527 acres of privately owned undeveloped property planned for the development of more than 1,600 residential units; and

WHEREAS, the former Valero Benicia Refinery, consisting of more than 900 acres, is anticipated to undergo redevelopment following the refinery's closure in April 2027, with planning efforts contemplating a mix of industrial, commercial, retail, and residential uses, including the potential for approximately 3,500 residential units; and

WHEREAS, these and other future anticipated development opportunities represent a significant investment in the City's future and will create additional demand for municipal services, public safety, transportation infrastructure, parks, and other community facilities that require ongoing maintenance and investment; and

WHEREAS, the City Council finds that it is appropriate for newly constructed residential development, commercial development, and higher-value real property transactions to contribute toward to maintaining the long-term sustainability of City services and infrastructure that benefit the community; and

WHEREAS, the proposed Measures Y (Limited Charter Authorizing Imposition of a Real Property Transfer Tax) and Z (Real Property Transfer Tax) are intended to work together to ensure that newly constructed properties and higher-property transactions contribute toward maintaining City services and infrastructure; and

WHEREAS, under the California Constitution, only a charter city may levy a real property transfer tax at rates different from those otherwise authorized by general law; and

WHEREAS, the adoption of the proposed limited charter, for which a ballot measure is also being presented to voters on November 3, 2026 as Measure Y is therefore legally necessary to authorize the City to enact the proposed Real Property Transfer Tax; and

WHEREAS, the proposed limited charter would establish limited charter authority solely for the purpose of authorizing the City to adopt and administer a municipal real property transfer tax and would not alter the City's governmental organization, powers, or authority except as necessary to accomplish that limited purpose; and

WHEREAS, the proposed Real Property Transfer Tax is structured so that newly constructed residential properties and commercial properties contribute upon transfer, while existing residential properties constructed before January 1, 2027, remain exempt unless sold for two million dollars ($2,000,000) or more, thereby focusing the tax on future development and higher-value property sales; and

WHEREAS, the adoption of a limited City Charter ("City Charter") is legally necessary to allow the City to enact a real property transfer tax, for which a ballot measure is also being presented to the voters on November 3, 2026 as Measure Z, revenue from which will be used for unrestricted general governmental purposes, including infrastructure such as roads, repairing potholes, storm drains, sidewalks, and public facilities such as the City Pool, Community Center, Library, Marina, parks, and essential services such as police, fire, library, youth and senior programs, engineering and community development (planning and building) and other uses; and

WHEREAS, if the real property transfer tax (Measure Z), as authorized by the City Charter, is approved by the voters, the revenue from the real property tax will be subject to transparency and accountability provisions such as financial audits and oversight by an independent Citizens Oversight Committee as well as the City's Local Tax Oversight Board to ensure that all funds will remain in the City of Benicia for the local general services on which residents and businesses rely and that the Federal or State governments can take none of the new funding; and

WHEREAS, pursuant to authority provided by Article XI of the California Constitution, and Title 4, Division 2, Chapter 3 of the Government Code and Division 9, Chapter 3, Article 3 (commencing at Section 9255) of the Elections Code of the State of California, the City Council desires to submit a measure to the qualified electors of the City of Benicia regarding whether the City of Benicia shall become a Charter City for the limited and sole purpose of levying a Real Property Transfer Tax (RPTT); and

WHEREAS, in accordance with Government Code Section 34458, on May 19, 2026, the City Council held the first duly noticed public hearing whereby it received public comment on and considered the matter of the proposal of a limited charter for the City of Benicia for the limited and sole purpose of granting the City the power necessary for the imposition, levy and collection of a tax on the conveyance of real property based on the value of the real property and the content of the proposed charter; and

WHEREAS, in accordance with Government Code Section 34458, on June 23, 2026, the City Council held the second duly noticed public hearing whereby it received public comment on and considered the matter of the proposal of a limited charter for the City of Benicia and the content of the proposed charter; and

WHEREAS, the proposed Ordinance adopting the "City of Benicia Charter", attached hereto and incorporated herein by reference as Exhibit "A", ("Ballot Measure") would provide the City with the constitutional powers conferred on cities under Article XI sections 7 and 5 of the California Constitution solely with respect to the power necessary for the imposition, levy and collection of a tax on the conveyance of real property based on the value of the real property; and

WHEREAS, the City Council of the City of Benicia has determined that adoption of the proposed Charter would be beneficial for the City of Benicia and its residents by establishing the authority for the qualified electors of the City of Benicia to decide whether to enact a Real Property Transfer Tax Ordinance, the revenues of which would be locally controlled and help to ensure that essential city services are provided and maintained; and

WHEREAS, Government Code Section 34458.5 requires that a proposal to adopt or amend a charter include in a ballot description an enumeration of new city powers as a result of the adoption of the charter, in this instance being solely that the City Council will have the power to enact a real property transfer tax; and

WHEREAS, Elections Code Section 9255(b) provides that a charter proposed by the local governing body shall be submitted to the voters at an established statewide general election pursuant to Section 1200, provided there are at least 88 days before the election at a statewide general election pursuant to Elections Code Section 1200; and

WHEREAS, the City Council desires to submit the Ballot Measure to the voters of the City at a General Municipal Election to be held on Tuesday, November 3, 2026, and to be consolidated with the general municipal election and the statewide election to be held on that date.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE CITY COUNCIL OF THE CITY OF BENICIA:

Section 1. Recitals. The City Council hereby finds and determines that the foregoing recitals are true and correct and are hereby fully incorporated by this reference.

Section 2. Election. The City Council of the City of Benicia hereby orders the Ballot Measure be submitted to the voters at the General Municipal Election to be held on Tuesday, November 3, 2026 and requests the Solano County Elections Department to conduct the election and consolidate it with the statewide election to be held on November 3, 2026.

Section 3. Ballot Question. The City Council hereby approves and orders the following ballot question for the Ballot Measure to be submitted to the voters of the City of Benicia at the general municipal election on November 3, 2026:

Measure Y **Protecting Benicia's Future – Part 1 - Limited Charter**	
Shall the City of Benicia adopt a limited City Charter that does only one thing: allow the real property transfer tax in Measure Z to take effect if voters approve both measures Y and Z, while everything else about how the City is governed stays the same?	YES
	NO

Section 4. Proposed Ordinance. The text of the Ballot Measure to be submitted to the voters is attached to this Resolution as Exhibit A and incorporated by reference. The full text of the Ballot Measure shall be printed in the Sample Ballot and Voters Pamphlet and shall be made available to the public and to any voter at the Solano County Elections Department and the Benicia City Clerk.

Section 5. Publication of Measure. The City Clerk is directed to publish a synopsis of the Ballot Measure at least one time not later than one week before the election.

Section 6. Approval. The vote requirement for this Ballot Measure to pass shall be a majority of those casting ballots on the measure (50% plus 1).

Section 7. Filing with County. The City Clerk shall file a certified copy of this Resolution with the Solano County Elections Department.

Section 8. Impartial Analysis. Pursuant to California Elections Code Section 9280, the City Council hereby directs the City Clerk to transmit a copy of the Ballot Measure to the City Attorney. The City Attorney shall prepare an impartial analysis of the Ballot Measure, not to exceed 500 words in length, showing the effect of the Ballot Measure on the existing law and the operation of the measure, and shall transmit such impartial analysis to the City Clerk.

Section 9. Ballot Arguments. Pursuant to California Elections Code Sections 9286 and 9287, the City elections official shall fix the date and time for submitting arguments for or against, as well as rebuttal arguments, for the Ballot Measure. The City Council hereby adopts the provisions of California Elections Code Section 9285 regarding the procedures by which the City elections official will consider ballot arguments in favor, against, or rebuttal for the Ballot Measure.

Section 10. Implementation. The City Clerk and City Manager are authorized to take all actions as necessary to effectuate the purposes of this resolution and the election. The City Manager is authorized to execute all documents and to perform all other necessary City acts to enter into a service agreement for the provision of election services with the Solano County Registrar of Voters. The City Clerk and City Attorney are authorized to make any typographical, clerical, and non-substantive corrections to this resolution as may be deemed necessary by the Solano County Elections Department.

Section 11. Declaration. The City Council shall meet to declare the results of the election called for by this Resolution at their regular meeting following certification of election results.

Section 12. Effective Date. This Resolution shall take immediate effect upon its adoption by the City Council and the City Clerk shall certify the vote adopting the resolution.

Section 13. Environmental Compliance. The proposed City Charter ballot measure is exempt from further review under the California Environmental Quality Act (CEQA) because the Charter enabling the adoption of a Real Property Transfer Tax involves the creation of a government funding mechanism which does not involve any commitment to any specific project and thus is not a project subject to the requirements of CEQA as provided by Guidelines Section 15378(b)(4), and further pursuant to Guidelines Section 15061(b)(3) which exempts projects where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.

On motion of Council Member , seconded by Council Member , the above Resolution was **passed and adopted** by the City Council of the City of Benicia at a meeting of said Council held on the 21st day of July 2026 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

____

Steve Young, Mayor

Attest:

____

Lisa Wolfe, City Clerk

____

Date

Exhibit A
CITY OF BENICIA CHARTER

[see next page]

CITY OF BENICIA

DRAFT

ORDINANCE NO. 26-___

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BENICIA ESTABLISHING THE CITY OF BENICIA AS A CHARTER CITY AND ADDING A NEW CHAPTER 1A (CITY OF BENICIA CHARTER) TO THE BENICIA MUNICIPAL CODE SOLELY WITH RESPECT TO THE POWERS OVER MUNICIPAL AFFAIRS IN RELATION TO A SYSTEM FOR THE IMPOSITION, LEVY AND COLLECTION OF A TAX ON THE CONVEYANCE OF REAL PROPERTY BASED ON THE VALUE OF THE REAL PROPERTY IN ADDITION TO THE AMOUNT AUTHORIZED BY CALIFORNIA REVENUE AND TAXATION CODE SECTION 11911

WHEREAS, the City of Benicia was incorporated as a general law city in 1851 by residents seeking to manage local affairs and today serves a population of approximately 26,200, providing a host of general governmental services through the exercise of its Constitutional Police Powers to the community including police, fire, parks and recreation, library, public works engineering and maintenance, water and wastewater, community development (planning and building), and various administrative support services in a fiscally sustainable manner; and

WHEREAS, Benicia has a limited economic base for which to derive revenue for public services; by design, Benicia has chosen not to seek commercial development, and our industrial park is anchored by an oil refinery that has recently closed; and

WHEREAS, for more than a generation Benicia has seen limited growth both in housing and even more so with commercial and industrial development; additionally, more than 40% of residential units have not transferred in more than 35 years, and

WHEREAS, this limited economic base and little growth have placed great strain on the City's ability to meet service demands and maintain essential infrastructure; and

WHEREAS, current revenues are insufficient for the City of Benicia to continue to provide those services in fiscally sustainable manner; and

WHEREAS, to address this challenge, the City of Benicia has pursued cost saving measures and the City's voters have approved multiple revenue measures in recent past including a Cannabis Excise Tax, specially designated Sales Tax increases and a Transient Occupancy Tax increase; and

WHEREAS, the anticipated revenue generation from those measures still leaves the City well short of what is required to fund services and maintain important infrastructure needs such as roads, repairing potholes, storm drains, sidewalks, and public facilities such as the City Pool, Community Center, Library, Marina, parks, and essential services such as police, fire, library, youth and senior programs, engineering and community development (planning and building) and other unrestricted general government purposes; and

WHEREAS, for this reason, it is necessary for the City of Benicia to seek additional sources of revenue generation, such as levying a Real Property Transfer Tax on the sale of properties within its boundaries; and

WHEREAS, becoming a charter city would grant Benicia the power to institute a Real Property Transfer Tax, a power it does not have as a general law city; and

WHEREAS, to address this matter, in April 2026, the City Council, pursuant to the authority granted by Government Code Section 34458, provided direction to staff to draft a city charter focused exclusively on granting the power to levy a Real Property Transfer Tax that, if approved by a simple majority of voters, would establish Benicia as a charter city under California state law; and

WHEREAS, pursuant to Government Code Section 34458(b), the City Council held two public hearings to receive comments from the public and to consider the proposed Benicia City Charter for the limited and sole purpose of enacting a Real Property Transfer Tax; and

WHEREAS, at the conclusion of the hearing process, after considering all testimony, evidence, and comments from the public, the City Council directed the preparation of a ballot measure for the November 2026 election to put before voters the decision to adopt the proposed Benicia City Charter for the limited and sole purpose of enacting a Real Property Transfer Tax; and

WHEREAS, pursuant to Elections Code Section 9217, if a majority of the voters voting on a proposed ordinance vote in its favor, the ordinance shall become a valid and binding ordinance of the City. The ordinance shall be considered as adopted upon the date that the vote is declared by the legislative body and shall go into effect 10 days after that date.

NOW, THEREFORE THE PEOPLE OF THE CITY OF BENICIA DO ORDAIN AS FOLLOWS:

The following Charter is hereby adopted to be included as Title 1A of the City of Benicia Municipal Code:

CITY OF BENICIA CHARTER

ARTICLE I
NAME AND BOUNDARIES
100. Name and Boundaries
The municipal corporation now existing and known as the City of Benicia, hereafter referred to as "the City," shall remain and continue to be a municipal body corporate and politic, as at present, in name, in fact, and in law.

ARTICLE II
POWERS OF CITY
200. Exercise of Constitutional Power of Taxation
The City of Benicia adopts this Charter to exercise the constitutional powers conferred on cities under Article XI section 5 of the California Constitution solely with respect to the power to enact a system for the imposition, levy and collection of a tax on the conveyance of real property based on the value of the real property in addition to the amount authorized by California Revenue and Taxation Code section 11911.

201. Subject to General Laws
Except as provided in this Charter stated in Section 200, the powers of the City shall otherwise be constrained by, subject to, and governed by the general laws of the State as

now and hereafter existing relating to cities organized under said general laws.

202. Severability
If any provision of this Charter is found by a court of competent jurisdiction to be invalid, the remaining provisions of the Charter shall remain in full force and effect.

203. Amendment
Any amendment to this Charter shall require approval by a simple majority of City of Benicia voters and shall be effective when approved by City of Benicia voters and filed pursuant to the California Constitution and applicable State law.

ARTICLE III
SUCCESSION
300. Rights and Liabilities
The City shall remain vested with and continue to have, hold, and enjoy all property, rights of property, and rights of action of every nature and description now pertaining to this municipality, and is hereby declared to be the successor of same. It shall be subject to all the obligations, contracts, liabilities, debts, and duties that now exist against or with the City.

301. Ordinances, Codes, and Other Regulations
All ordinances, codes, resolutions, regulations, rules, and portions thereof, in force at the time this Charter takes effect, and not in conflict or inconsistent herewith, shall continue in force until repealed, amended, changed, or superseded in the manner provided by this Charter and any other applicable laws.

302. Pending Actions And Proceedings
No action or proceeding, civil or criminal, pending at the time this Charter takes effect, brought by or against the City or any officer, office, or department thereof, shall be affected or abated by the adoption of this Charter, or by anything herein contained.

ARTICLE IV
FORM OF GOVERNMENT
400. Form of Government
The form of government shall be that commonly known as the Council-Manager form of government. The City Council, consisting of five councilmembers elected at large for four year staggered terms, in the manner in effect when this Charter was adopted, shall establish the policy of the City and the City Manager shall carry out that policy.

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA SUBMITTING A BALLOT MEASURE TO VOTERS TO APPROVE AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BENICIA FOR THE IMPOSITION, LEVY AND COLLECTION OF A TAX ON THE CONVEYANCE OF REAL PROPERTY BASED ON THE VALUE OF THE REAL PROPERTY IN ADDITION TO THE AMOUNT AUTHORIZED BY CALIFORNIA REVENUE AND TAXATION CODE SECTION 11911, TO BE CONSIDERED BY THE VOTERS AT THE CONSOLIDATED GENERAL MUNICIPAL ELECTION ON NOVEMBER 3, 2026

WHEREAS, the City of Benicia is committed to maintaining high-quality municipal services, preserving public infrastructure, and planning responsibly for the City's future; and

WHEREAS, the City recognizes that future growth and development should contribute to maintaining the public services, facilities, and infrastructure necessary to support that growth; and

WHEREAS, the City anticipates significant future development opportunities, including approximately 527 acres of privately owned undeveloped property planned for the development of more than 1,600 residential units; and

WHEREAS, the former Valero Benicia Refinery, consisting of more than 900 acres, is anticipated to undergo redevelopment following the refinery's closure in April 2027, with planning efforts contemplating a mix of industrial, commercial, retail, and residential uses, including the potential for approximately 3,500 residential units; and

WHEREAS, these and other future anticipated development opportunities represent a significant investment in the City's future and will create additional demand for municipal services, public safety, transportation infrastructure, parks, and other community facilities that require ongoing maintenance and investment; and

WHEREAS, the City Council finds that it is appropriate for newly constructed residential development, commercial development, and higher-value real property transactions to contribute toward to maintaining the long-term sustainability of City services and infrastructure that benefit the community; and

WHEREAS, the proposed Measures Y (Limited Charter Authorizing Imposition of a Real Property Transfer Tax) and Z (Real Property Transfer Tax) are intended to work together to ensure that newly constructed properties and higher-property transactions contribute toward maintaining City services and infrastructure; and

WHEREAS, under the California Constitution, only a charter city may levy a real property transfer tax at rates different from those otherwise authorized by general law; and

WHEREAS, the adoption of the proposed limited charter, for which a ballot measure is also being presented to voters on November 3, 2026 as Measure Y is therefore legally necessary to authorize the City to enact the proposed Real Property Transfer Tax; and

WHEREAS, the proposed limited charter would establish limited charter authority solely for the purpose of authorizing the City to adopt and administer a municipal real property transfer tax and would not alter the City's governmental organization, powers, or authority except as necessary to accomplish that limited purpose; and

WHEREAS, the proposed Real Property Transfer Tax is structured so that newly constructed residential properties and commercial properties contribute upon transfer, while existing residential properties constructed before January 1, 2027, remain exempt unless sold for two million dollars ($2,000,000) or more, thereby focusing the tax on future development and higher-value property sales; and

WHEREAS, the adoption of a City Charter, for which a ballot measure is also being presented to the voters on November 3, 2026 as Measure Y, is legally necessary to allow the City to enact a Real Property Transfer Tax, revenue from which will be used for unrestricted general governmental purposes, including infrastructure such as roads, repairing potholes, storm drains, sidewalks, and public facilities such as the City Pool, Community Center, Library, Marina, parks, and essential services such as Police, Fire, library, youth and senior programs, engineering and community development (planning and building) and other uses; and

WHEREAS, if the Real Property Transfer Tax (Measure Z), as authorized by the City Charter, is approved by the voters, the revenue from the real property tax will be subject to transparency and accountability provisions such as financial audits and oversight by an independent Citizens Oversight Committee as well as the City's Local Tax Oversight Board to ensure that all funds will remain in the City of Benicia for the local general services on which residents and businesses rely and that the Federal or State governments can take none of the new funding; and

WHEREAS, pursuant to authority provided by Article XI of the California Constitution, and Title 4, Division 2, Chapter 3 of the Government Code and Division 9, Chapter 3, Article 3 (commencing at Section 9255) of the Elections Code of the State of California, the City Council desires to submit a measure to the qualified electors of the City of Benicia regarding whether the City of Benicia shall become a Charter City for the limited and sole purpose of levying a Real Property Transfer Tax (RPTT); and

WHEREAS, the proposed "ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BENICIA ADDING A NEW CHAPTER 3.17 (VOTER APPROVED REAL PROPERTY TRANSFER TAX) TO TITLE 3 (REVENUE AND FINANCE) OF THE BENICIA MUNICIPAL CODE", attached hereto and incorporated herein by reference as Exhibit "A" (the "Real Property Transfer Tax Ordinance"), would impose a tax on the transfer of real property at the rate of $4.00 per $1,000.00 of sale price for properties sold for less than $2,000,000, $6.00 per $1,000.00 of sale price for properties sold for $2,000,000 to

$9,999,999.99, and $8.00 per $1,000.00 for properties sold for $10,000,000 and greater; and

WHEREAS, the City Council finds that placing both the proposed Limited Charter Measure and the proposed Real Property Transfer Tax Measure before the voters at the same election will allow the electorate to consider these interdependent measures together and determine whether future growth, including newly constructed properties, and higher-value property sales contribute to maintaining City services and infrastructure; and

WHEREAS, the City Council desires to submit the proposed Real Property Transfer Tax Ordinance (Exhibit A) to the voters of the City at a General Municipal Election to be held on Tuesday, November 3, 2026, and to be consolidated with the general municipal election and the statewide election to be held on that date ("Election"); and

WHEREAS, on July 21, 2026, the City Council adopted separate resolutions to: (1) call and give notice of the General Municipal Election to be held on November 3, 2026; and (2) authorize and request the County of Solano to consolidate the General Municipal Election with the Statewide General Election; and

WHEREAS, pursuant to Government Code Section 53724, Elections Code Section 9222, and other applicable provisions of California law, the City Council desires to submit the proposed Real Property Transfer Tax Ordinance ("Ballot Measure") to the qualified electors of the City of Benicia at the November 3, 2026 General Municipal Election.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE CITY COUNCIL OF THE CITY OF BENICIA:

Section 1. <u>Recitals</u>. The City Council hereby finds and determines that the foregoing recitals are true and correct and are hereby fully incorporated herein by this reference.

Section 2. <u>Election</u>. The City Council hereby orders that the proposed Ballot Measure be submitted to the voters at the General Municipal Election to be held on Tuesday, November 3, 2026 and requests the Solano County Elections Department to conduct the election and consolidate it with the statewide election to be held on November 3, 2026

Section 3. <u>Ballot Question.</u> The City Council hereby approves and orders the following ballot question for the Ballot Measure to be submitted to the voters of the City of Benicia at the general municipal election on November 3, 2026:

Measure Z Protecting Benicia's Future - Part 2 - Real Property Transfer Tax	
To primarily ensure newly constructed property sales contribute to maintaining city services and infrastructure, shall the City of Benicia adopt a real property transfer tax measure, that will • not apply to existing homes that sell for less than $2 million, • not apply to immediate-family transfers but apply only to other residential and commercial sales at the following rates: • Under $2,000,000: 0.4% • $2,000,000 - $9,999,999: 0.6% • $10,000,000 or more: 0.8% with citizen oversight, until ended by voters?	YES NO

Section 4. **Proposed Ordinance.** The text of the proposed Ballot Measure to be submitted to the voters is attached to this Resolution as Exhibit A and incorporated herein by reference. The full text of the Ballot Measure shall be printed in the Sample Ballot and Voter's Pamphlet and shall also be made available to the public and to any voter at the Solano County Elections Department and the Benicia City Clerk's Office.

Section 5. **Publication of Measure.** The City Clerk is directed to publish a synopsis of the Ballot Measure at least one time no later than one week before the election.

Section 6. **Approval.** The vote requirement for this Ballot Measure to pass shall be a majority of the votes cast on the measure (50% plus 1).

Section 7. **Filing with County.** The City Clerk shall file a certified copy of this Resolution with the Solano County Elections Department.

Section 8. **Impartial Analysis.** Pursuant to California Elections Code Section 9280, the City Council hereby directs the City Clerk to transmit a copy of the Ballot Measure to the City Attorney. The City Attorney shall prepare an impartial analysis of the Ballot Measure, not to exceed 500 words in length, showing the effect of the Ballot Measure on the existing law and the operation of the measure, and shall transmit such impartial analysis to the City Clerk.

Section 9. **Ballot Arguments.** Pursuant to California Elections Code Sections 9286 and 9287, the City elections official shall fix the date and time for submitting arguments for or against, as well as rebuttal arguments, for the Ballot Measure. The City

Council hereby adopts the provisions of California Elections Code Section 9285 regarding the procedures by which the City elections official will consider ballot arguments in favor, against, or rebuttal for the Ballot Measure.

Section 10. Implementation. The City Clerk and City Manager are authorized to take all actions necessary to effectuate the purposes of this Resolution and the election. The City Manager is authorized to execute all documents and to perform all other necessary City acts required to enter into a service agreement for the provision of election services with the Solano County Registrar of Voters. The City Clerk and City Attorney are authorized to make any typographical, clerical, and non-substantive corrections to this Resolution as may be deemed necessary by the Solano County Elections Department.

Section 11. Declaration. The City Council shall meet to declare the results of the election called for by this Resolution at its regular meeting following certification of the election results.

Section 12. Effective Date. This Resolution shall take effect immediately upon adoption. The City Clerk shall certify the vote adopting this Resolution.

Section 13. Environmental Compliance. The proposed Real Property Transfer Tax ballot measure is exempt from further review under the California Environmental Quality Act (CEQA) because the adoption of a Real Property Transfer Tax involves the creation of a government funding mechanism which does not involve any commitment to any specific project and thus is not a project subject to the requirements of CEQA as provided by Guidelines Section 15378(b)(4), and further pursuant to Guidelines Section 15061(b)(3) which exempts projects where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.

On motion of Council Member , seconded by Council Member , the above Resolution was **passed and adopted** by the City Council of the City of Benicia at a regular meeting of said Council held on the 21st day of July 2026 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

____
Steve Young, Mayor

Attest:

____
Lisa Wolfe, City Clerk

____
Date

Exhibit A
Ordinance Adding New Municipal Code Chapter 3.17 –
Voter Approved Real Property Transfer Tax

[see next page]

CITY OF BENICIA

ORDINANCE NO. 24-___

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BENICIA ADDING A NEW CHAPTER 3.17 (VOTER APPROVED REAL PROPERTY TRANSFER TAX) TO TITLE 3 (REVENUE AND FINANCE) OF THE BENICIA MUNICIPAL CODE

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

SECTION 1.

Title 3 (Revenue and Finance) of the Benicia Municipal Code is amended by adding a new Chapter 3.17 (Voter Approved Real Property Transfer Tax) to read as follows:

Chapter 3.17

VOTER APPROVED REAL PROPERTY TRANSFER TAX

Sections:

3.17.010 Title and Purpose.
3.17.020 Imposition.
3.17.030 Payment.
3.17.040 Exception – Security agreement.
3.17.050 Exception – Public agencies.
3.17.060 Exception – Conveyances.
3.17.070 Exception – Order of S.E.C.
3.17.080 Exception – Partnership interest.
3.17.090 Exception – Instrument of foreclosure.
3.17.100 Exception – Intra family transfers
3.17.110 Exception – Transfer of Restricted Affordable Units
3.17.120 Exception – Residential property built prior to January 1, 2027 and sold for less than $2 million
3.17.130 Administration.
3.17.140 Refunds.
3.17.150 Audits and Oversight

3.17.010. Title and Purpose. This article may be cited as the “Real Property Transfer Tax Ordinance of the City of Benicia.” It is adopted pursuant to the authority contained in Part 6.7 (commencing with Section 11901) of Division 2 of the Revenue and Taxation Code of the State of California. It is also enacted pursuant to the authority of

Article XI, Section 5 of the Constitution of the State of California and the Charter of the City of Benicia held as a chartered city.

The tax imposed under this article is solely for the purpose of enacting a Real Property Transfer Tax to raise revenues for the general governmental purposes of the City. All of the proceeds from the tax imposed by this article shall be placed in the City's general fund. This article is not enacted for regulatory purposes.

3.17.020. Imposition. There is imposed on each instrument or writing by which land, tenement or other realty sold within the city is transferred or conveyed to the purchaser or other grantee when the consideration or value of the interest conveyed, exclusive of the value of an encumbrance remaining at the time of sale, exceeds $100, a tax at the rate of $4.00 for each $1,000.00 or fractional part of $1,000.00 for transactions with sales values $2,000,000 and under, a tax at the rate of $6.00 for each $1,000.00 or fractional part of $1,000.00 for transactions with sales values of over $2,000,000 to $10,000,000, and a tax at the rate of $8.00 for each $1,000.00 or fractional part of $1,000.00 for transactions with sales values of over $10,000,000.

3.17.030. Payment. The tax imposed under BMC 3.17.020 shall be paid by any person who makes a transfer of real property subject to the tax and any person to whom such a transfer is made shall be jointly and severally liable for payment of the tax. The transferor and transferee may apportion the tax among themselves.

3.17.040. Exception – Security agreement. The tax imposed does not apply to an instrument in writing given to secure a debt.

3.17.050. Exception – Public agencies. Any deed, instrument or writing to which the United States or any agency or instrumentality thereof, any state or territory, or political subdivision thereof, is a party shall be exempt from any tax imposed pursuant to this chapter when the exempt agency is acquiring title.

3.17.060. Exception – Conveyances. The tax imposed does not apply to a conveyance to make effective a plan of reorganization or adjustment:

A. Confirmed under the federal Bankruptcy Act;

B. Approved in an equity receivership proceeding in a court involving a railroad corporation, as defined in subdivision (m) of Section 205 of Title 11 of the United States Code, as amended;

C. Approved in an equity receivership proceeding in a court involving a corporation, as defined in subdivision (3) of Section 506 of Title 11 of the United States Code, as amended; or

D. Whereby a mere change in identity, form or place of organization is effected.

This section applies only if the filing of instrument of transfer or conveyance occurs within five years from the date of confirmation, approval or change.

3.17.070. Exception – Order of S.E.C. The tax does not apply to the making of conveyances to make effective an order of the Securities and Exchange Commission, as defined in subdivision (a) of Section 1083 of the Internal Revenue Code of 1954 if:

A. The order of the Securities and Exchange Commission recites that the conveyance is necessary or appropriate to carry out Section 79k of Title 15 of the United States Code, relating to the Public Utility Holding Company Act of 1935; and

B. The order specifies the property which is ordered to be conveyed. (Prior code § 11-307).

3.17.080. Exception – Partnership interest.

A. In the case of realty held by a partnership, no levy is imposed by reason of transfer of an interest in a partnership if:

1. The partnership is a continuing partnership within the meaning of Section 708 of the Internal Revenue Code of 1954; and

2. The continuing partnership continues to hold the realty concerned.

B. If there is a termination of a partnership within the meaning of Section 708 of the Internal Revenue Code of 1954, for purposes of this chapter the partnership shall be treated as having executed an instrument whereby there was conveyed for fair market value, exclusive of the land value of an encumbrance remaining, all realty held by the partnership at the time of termination.

C. Not more than one tax may be imposed by reason of a termination described in subsection (B) of this section, and any transfer pursuant to it, with respect to the realty held by the partnership at the time of termination.

3.17.090. Exception – Instrument of foreclosure. Any tax imposed pursuant to this chapter shall not apply with respect to any deed, instrument, or writing to a beneficiary or mortgagee, which is taken from the mortgagor or trustor as a result of or in lieu of foreclosure; provided, that such tax shall apply to the extent that the consideration exceeds that unpaid debt, including accrued interest and cost of foreclosure.

3.17.100. Exception – Intra-family transfer. Any tax imposed pursuant to this chapter shall not apply with respect to any intra-family transfers of property, including:

A. Transfers such as a gift or purchase between parents and children;

“Children” is defined to include the following: sons and daughters, sons-in-law and daughters-in-law, stepchildren, and children adopted under age 18.

B. Transfers such as a gift or purchase between grandparents and grandchildren;

C. Transfers such as a gift or purchase between siblings;

D. Transfer made during the term of a marriage or domestic partnership between spouses or domestic partners;

E. Transfers from one spouse or domestic partner to the other in accordance with the terms of a decree of dissolution or legal separation or in fulfillment of a property settlement incident;

3.17.110 Exception – Transfer of Restricted Affordable Units. The tax imposed pursuant to this chapter shall not apply to transfers of real property if the real property is encumbered by a recorded and enforceable covenant executed in favor of the city restricting the ownership and occupancy of the real property, for a period of no less than thirty years following the date of transfer, to "persons and families of low or moderate income" as defined in California Health and Safety Code Section 50093.

3.17.120 Exception – Residential property built prior to January 1, 2027 and sold for less than $2 million. The tax imposed pursuant to this chapter shall not apply to residential properties where the original residential improvements were first constructed and substantially completed before January 1, 2027, as demonstrated by a certificate of occupancy, county assessor records, building permit records, or other evidence acceptable to the Tax Administrator, and the sale of such property does not exceed two million dollars ($2,000,000).

3.17.130. Administration. The county recorder shall administer this chapter in conformity with Part 6.7 of Division 2 of the Revenue and Taxation Code and any county ordinance adopted pursuant to it.

3.17.140. Refunds. A claim for refund of the tax imposed is governed by Chapter 5 of Part 9 of Division 1 of the Revenue and Taxation Code of the state, beginning with Section 5096.

3.17.150 Audits and Oversight. This Ordinance shall be audited annually and the City shall establish a Citizen's Oversight Committee to monitor the application of the Ordinance and make recommendations to the City Council.

SECTION 2. Adoption and Effective Date. Consistent with the requirements of Elections Code Section 9217, if a majority of voters vote in favor of this ordinance on November 3, 2026, it shall become a valid and binding ordinance of the City. Upon the date the City Council declares the result of the vote: (a) this ordinance is deemed adopted, and (b) the Mayor is hereby authorized to sign where indicated below. This ordinance shall go into effect 10 days after the date of the City Council's declaration of the result of the vote.

SECTION 3. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unenforceable by a court of competent jurisdiction, the remaining portions of this Ordinance shall nonetheless remain in full force and effect. The people hereby declare that they would have adopted each section, subsection, sentence, clause, phrase, or portion of this Ordinance, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions of this Ordinance be declared invalid or unenforceable.

SECTION 4. Codification. Section One of this Ordinance shall be codified in the City of Benicia Municipal Code. Sections Two Through Six shall not be codified in the City of Benicia Municipal Code.

SECTION 5. Termination Date. The City's authority to levy the tax imposed by this ordinance shall remain in effect until a majority vote of the qualified electors of the City terminate that authority.

SECTION 6. Execution. The Mayor of the City of Benicia is hereby authorized to attest to the adoption of this Ordinance by the voters of the City of Benicia by signing where indicated below.

I hereby certify that the foregoing Ordinance was PASSED, APPROVED and ADOPTED by the people of the City of Benicia voting thereon the 3rd day of November, 2026.

____
Steve Young, Mayor

Attest:

____
Lisa Wolfe, City Clerk

____
Date

AGENDA ITEM
CITY COUNCIL MEETING DATE – JULY 21, 2026
BUSINESS ITEM

THE CITY OF BENICIA CALIFORNIA

TO : City Council

FROM : City Manager

SUBJECT : **BUSINESS LICENSE TAX MODERNIZATION MEASURE – APPROVAL OF A PROPOSED ORDINANCE, ADOPTION OF AN ELECTION RESOLUTION, AND APPROVAL OF A BALLOT QUESTION**

EXECUTIVE SUMMARY:
Over the past several months, the City has conducted a comprehensive review of its Business License Tax (BLT) Program to modernize an outdated tax structure, improve equity among businesses, and create a more sustainable revenue source to support essential City services.

Following extensive public outreach, business engagement, technical analysis, and multiple City Council discussions, the City Council selected Model B at its July 7, 2026 meeting as its preferred Business License Tax modernization approach. Staff has prepared the proposed ordinance and related election documents consistent with the Council's direction.

The City Council is being asked to approve the proposed ordinance for submission to Benicia voters at the November 3, 2026 General Municipal Election, approve the ballot question, and adopt the required election resolution. If approved by a majority of Benicia voters, the ordinance will amend Chapters 5.04 and 5.06 of the Benicia Municipal Code to implement the updated Business License Tax structure.

RECOMMENDATION:
Move to adopt a Resolution (Attachment 1) authorizing the placement of the business license tax ballot measure with proposed Ordinance (Attachment 1, Exhibits A-C) on the November 3, 2026 General Election ballot.

BUDGET INFORMATION:
There is no fiscal impact associated with the recommended actions contained in this report beyond the cost of placing the measure on the November 3, 2026, General Municipal Election ballot. The estimated incremental cost of placing the measure on the ballot is approximately $9,688. Funding is available within the Fiscal Year 2026/27 City Clerk Election Services Budget (0101200-7030).

If approved by the voters, the proposed Business License Tax modernization measure is projected to generate approximately $592,000 during the first year of implementation, compared to approximately $626,000 generated under the current Business License Tax structure. This reflects the City Council's policy direction to expand exemptions for smaller businesses while gradually phasing in changes to the Business License Tax Program.

Based on 2025 Business License Tax data, approximately 2,228 businesses are projected to either pay less or become exempt during the first year of implementation. Of those businesses, approximately 1,898 would become fully exempt because they report less than $100,000 in annual gross receipts.

BACKGROUND:
The City of Benicia's Business License Tax Program generates unrestricted General Fund revenue that supports essential municipal services. While the program has served the City for many years, the existing Business License Tax structure has remained largely unchanged despite significant changes in the local economy and business environment.

Since 2016, the City has partnered with HdL Companies to improve Business License Tax administration and compliance. Through these efforts, approximately 1,542 businesses were identified and brought into compliance, generating approximately $863,500 in additional Business License Tax revenue. In 2023, the City implemented a Business License Tax Amnesty Program, generating approximately $246,000 during its first year and approximately $290,000 over the following two years. While these initiatives significantly improved compliance and revenue collection, they did not modernize the City's underlying Business License Tax structure.

Recognizing the need for a more equitable and modern Business License Tax Program, the City Council initiated a comprehensive review of the City's Business License Tax structure.

On April 28, 2026, the City Council held a workshop to review the City's existing Business License Tax Program, evaluate practices used by other California jurisdictions, and discuss potential modernization strategies.

Following the workshop, staff, HdL Companies, and City consultants conducted additional financial analysis, met with local business organizations and stakeholders, received public comments, evaluated alternative Business License Tax models, and refined potential approaches based on City Council feedback.
On June 2, 2026, staff returned to the City Council with updated alternatives and additional business impact analyses.

At its July 7, 2026 meeting, following public testimony, stakeholder input, technical analysis, and City Council discussion, the City Council selected Model B as its preferred Business License Tax modernization strategy and directed staff to prepare the ordinance and related election documents necessary to place the measure before Benicia voters.

DISCUSSION:
The proposed ordinance implements the policy direction provided by the City Council on July 7, 2026.

The ordinance modernizes the City's Business License Tax Program by transitioning from the City's existing methodology to a gross receipts-based Business License Tax structure that more closely aligns tax liability with business size and annual business activity.

Major components of the proposed ordinance include:

- Increasing the exemption threshold to businesses reporting less than $100,000 in annual gross receipts.
- Establishing updated business classifications that better reflect today's business environment.
- Applying gross receipts-based tax rates by business classification.
- Creating a separate Business License Tax structure for Marine Terminal operations.
- Gradually phasing in annual Business License Tax caps beginning at $1,500, increasing ten percent annually until reaching a maximum annual cap of $25,000.
- Establishing a separate business license tax for marine terminal businesses that are not subject to the maximum annual cap.
- Updating administrative provisions to improve clarity, consistency, reporting requirements, enforcement, and long-term administration of the Business License Tax Program.

Based on 2025 Business License Tax data, approximately 2,228 businesses are projected to either pay less or become exempt during the first year of implementation. Approximately 1,898 businesses would become fully exempt because they report less than $100,000 in annual gross receipts.

The proposed ordinance is attached in its entirety with redlines (Attachment 2) and represents the complete text of the measure that would be submitted to Benicia voters.

Approval of the proposed ordinance, election resolution, and ballot question will authorize submission of the Business License Tax modernization measure to Benicia voters at the November 3, 2026, General Municipal Election. If approved by a majority of voters, the ordinance will become effective in accordance with its terms and applicable law.

NEXT STEPS:
If the City Council approves the recommended actions, staff will submit the ordinance, ballot question, resolution calling the election, and all required election materials to the Solano County Registrar of Voters consistent with the direction provided by the City Council.

The anticipated schedule is as follows:

1. July 21, 2026	City Council Meeting – Consider approval of the proposed ordinance, adoption of the election resolution, and approval of the ballot question to submit the Business License Tax modernization measure to Benicia voters at the November 3, 2026 General Municipal Election.
2. August 7, 2026	Registrar of Voters Deadline – Submit all required ballot materials to the Solano County Registrar of Voters.
3. November 3, 2026	General Municipal Election – Benicia voters consider the Business License Tax modernization measure.
4. Following Certification of the Election	City Council Meeting – Receive certification of the election results. If approved by the voters, the ordinance will be considered adopted and become effective in accordance with its terms and applicable law.

ALTERNATIVE ACTIONS:
Decline to submit the proposed Business License Tax modernization measure to the voters.

CEQA Analysis	The proposed action is not considered a project under the California Environmental Quality Act (CEQA), or alternatively is exempt pursuant to applicable CEQA Guidelines, as it involves fiscal and administrative actions that do not result in a direct physical impact on the environment.

ATTACHMENTS:

1. Resolution Calling and Giving Notice of the November 3, 2026 General Municipal Election, Requesting Consolidation with Solano County, and Ordering Submission of the Business License Tax Modernization Measure to the Voters
   Exhibit A - Ordinance - Amending Benicia Municipal Code Chapter 5.04 (Business Licenses) and Chapter 5.06 (Business License Tax Rates)
   Exhibit B - Ordinance Repealing and Replacing Chapter 5.04 of the Benicia Municipal Code Relating to the Business License Tax
   Exhibit C - Ordinance Repealing and Replacing Chapter 5.06 of the Benicia Municipal Code Relating to the Business License Tax
2. Redline Version of the Proposed Amendments to Chapters 5.04 and 5.06 of the Benicia Municipal Code

For more information contact: Mario Giuliani, City Manager
E-mail: MGiuliani@ci.benicia.ca.us

RESOLUTION NO. 26-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA, CALIFORNIA, SUBMITTING A BALLOT MEASURE TO THE VOTERS TO CONSIDER AN UPDATE TO THE CITY'S BUSINESS LICENSE TAX BY AMENDING BENICIA MUNICIPAL CODE CHAPTER 5.04 ("BUSINESS LICENSES") AND CHAPTER 5.06 ("BUSINESS LICENSES TAX"), TO BE CONSIDERED BY THE VOTERS AT THE CONSOLIDATED GENERAL MUNICIPAL ELECTION ON NOVEMBER 3, 2026; AND DESIGNATING INDIVIDUALS TO SUBMIT PRIMARY AND REBUTTAL BALLOT ARGUMENTS IN FAVOR OF THE BALLOT MEASURE

WHEREAS, the City Council of the City of Benicia ("City Council") is authorized to levy a business license tax ("BLT") for general governmental purposes (a "general tax") pursuant to the City's constitutional police power under California Constitution Article XI, section 7, and subject to the constitutional limitations under Proposition 218 (California Constitution Article XIII C, Section 2(b)) and the legislative authority and limitations set forth in Government Code Sections 37100.5 – 37101.7 and California Revenue and Taxation Code Section 7284, subject to approval by a two-thirds vote of all members of the City Council and by a majority vote of the electorate pursuant to Proposition 218 and California Government Code Section 53724; and

WHEREAS, the City Council is authorized to submit a measure for voter consideration to enact an ordinance at a general municipal election pursuant to California Elections Code Sections 9222 and 10201; and

WHEREAS, the City has an existing BLT codified at Benicia Municipal Code Chapters 5.04 and 5.06 ("BLT Ordinance") by which the City taxes "every person who engages in business within the city . . . in an amount calculated pursuant to Chapter 5.06" of the Benicia Municipal Code.

WHEREAS, the City Council intends to present a ballot measure for the voters to consider an ordinance to update and modernize the manner by which the City imposes the BLT on businesses, and that ballot measure will be presented as a general tax imposed for general governmental purposes, with revenue from the tax to be placed in the City's general fund to pay for any general governmental purpose; and

WHEREAS, on July 21, 2026, the City Council adopted separate resolutions to: (1) call and give notice of the General Municipal Election to be held on November 3, 2026; and (2) authorize and request the County of Solano to consolidate the General Municipal Election with the Statewide General Election; and

WHEREAS, the City Council intends to submit the Ballot Measure described herein to be considered by the voters at the consolidated General Municipal Election on November 3, 2026; and

WHEREAS, the full text of the BLT measure to be submitted to the voters for consideration is as set forth on the "Ordinance Amending Benicia Municipal Code Chapter 5.04 (Business License Tax) and Chapter 5.06 (Business License Tax Rates) to Update the City's Business License Tax," as set forth on Exhibit "A," attached hereto and incorporated herein by reference ("Ballot Measure").

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

SECTION 1. <u>Recitals</u>. The City Council hereby finds that the facts and determinations set forth in the recitals to this resolution are true and correct and support the City's Council's adoption of this resolution.

SECTION 2. <u>Ballot Measure</u>. The City Council, by two-thirds vote of all members, hereby orders the submission of the Ballot Measure for consideration of the qualified electors of the City at the general municipal election on November 3, 2026, and requests the Solano County Elections Department to conduct the election and consolidate it with the statewide election to be held on November 3, 2026.

A. Subject to majority vote approval by the electorate of the general tax described in the Ballot Measure, the City Council hereby approves the ordinance, and the form thereof as set forth on Exhibit "A" (the "Ballot Measure"). (See California Constitution Article XIII C, Sections 1(a) and 2(b), California Elections Code Sections 9222 and 12001, California Government Code Sections 37100.5 – 37101.7, and California Revenue and Taxation Code Section 7284.)

B. Upon approval by a majority of the electorate, the ordinance will amend the Benicia Municipal Code Chapters 5.04 (Exhibit B) and 5.06 (Exhibit C) to update and modernize the manner by which the City imposes the BLT on businesses. Consistent with the requirements of Elections Code Section 13247, the City Council has authorized the abbreviated version of the Ballot Measure to be presented to the voters in the form of the ballot question identified in Resolution Section 3.

SECTION 3. <u>Ballot Question</u>. The City Council hereby approves and orders the following ballot question for the Ballot Measure to be submitted to the voters of the City of Benicia at the general municipal election on November 3, 2026:

<table>
<tr><th colspan="2">Measure X
Benicia Business License Modernization</th></tr>
<tr><td rowspan="2">Shall the City of Benicia adopt a Business License Tax measure, exempting businesses with $100,000 or less in annual receipts, setting tax rates by business category ranging from $0.25 to $1.25 per $1,000 in receipts, capping those annual taxes at $1,500 in the first year with 10% annual increases until the cap is $25,000, with a separate Marine Terminal rate of $3 per $100 in receipts, generating approximately $592,000 in the first year, until repealed by voters?</td><td>YES</td></tr>
<tr><td>NO</td></tr>
</table>

SECTION 4: Publication of Measure. Pursuant to California Elections Code Sections 9223 and 9295, the Ballot Measure will be printed and made available for public examination upon request and for no fewer than ten (10) calendar days prior to being submitted for printing in the voter information guide. The full text of the Ballot Measure shall be printed in the voter information guide. The City Clerk shall post notice in the City Clerk's Office of the specific dates that the examination period will run. Notice of the general municipal election is hereby given and the City Clerk is authorized and directed to give further or additional notices of the special election in the time, form and manner as required by law, including the publication of a synopsis of the Ballot Measure at least one time not later than one week before the election.

SECTION 5: Filing with County. The City Council hereby directs the City Clerk to forward a certified copy of this resolution to the Solano County Board of Supervisors ("Board of Supervisors") and the County Registrar of Voters.

SECTION 6: Implementation. The City Clerk and City Manager are authorized to take all actions as necessary to effectuate the purposes of this resolution and the election. The City Manager is authorized to execute all documents and to perform all other necessary City acts to enter into a service agreement for the provision of election services with the Solano County Registrar of Voters. The City Clerk and City Attorney are authorized to make any typographical, clerical, and non-substantive corrections to this resolution as may be deemed necessary by the Solano County Elections Department.

SECTION 7: Majority Voter Approval of General Tax Ballot Measure. Since the Ballot Measure proposes a general tax, the Ballot Measure shall be approved only if approved by a majority (50% plus 1) of the voters voting on the Ballot Measure.

SECTION 8. Impartial Analysis. Pursuant to California Elections Code Section 9280, the City Council hereby directs the City Clerk to transmit a copy of the Ballot Measure to the City Attorney. The City Attorney shall prepare an impartial analysis of the Ballot Measure, not to exceed 500 words in length, showing the effect of the Ballot Measure on the existing law and the operation of the measure, and shall transmit such impartial analysis to the City Clerk.

SECTION 9. Ballot Arguments. Pursuant to California Elections Code Sections 9286 and 9287, the City elections official shall fix the date and time for submitting arguments for or against, as well as rebuttal arguments, for the Ballot Measure. Pursuant to California Elections Code Section 9282(b), the City Council hereby designates the five members of the Benicia City Council: Mayor Steve Young, Vice Mayor Trevor Macenski, Council Members Kari Birdseye, Lionel Largaespada, and Terry Scott as the individuals authorized to submit ballot arguments in favor of the Ballot Measure, and in rebuttal to any ballot argument in opposition to the Ballot Measure. The City Council hereby adopts the provisions of California Elections Code Section 9285 regarding the procedures by which the City elections official will consider ballot arguments in favor, against, or rebuttal for the Ballot Measure.

SECTION 10: Environmental Compliance. The City Council hereby finds and determines that this resolution is not subject to the California Environmental Quality Act ("CEQA") pursuant to Public Resources Code Section 21080(b)(8), and California Code of Regulations Section 15378(b)(5) because it relates to organizational or administrative activities of the City, it leads to the establishment of funding for City services within existing service areas, and will not result in direct or indirect physical changes to the environment.

SECTION 13: Severability. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Resolution is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Resolution. The Council hereby declares that it would have adopted this Resolution, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 14: Effective Date. This resolution shall take effect immediately upon its adoption.

****

On motion of Council Member , seconded by Council Member , the above Resolution was **passed and adopted** by the City Council of the City of Benicia at a regular meeting of said Council held on the 21st day of July 2026 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

____
Steve Young, Mayor

Attest:

____
Lisa Wolfe, City Clerk

____
Date

Exhibit A

Ordinance Amending Benicia Municipal Code Chapter 5.04 (Business License Tax) and Chapter 5.06 (Business License Tax Rates)

[see next page]

CITY OF BENICIA

ORDINANCE NO. 2026-___

AN ORDINANCE OF THE VOTERS OF THE CITY OF BENICIA AMENDING BENICIA MUNICIPAL CODE CHAPTER 5.04 (BUSINESS LICENSES) AND CHAPTER 5.06 (BUSINESS LICENSE TAX RATES) TO UPDATE THE CITY'S BUSINESS LICENSE TAX

WHEREAS, prior to the effective date of this ordinance, the City of Benicia ("City") had established a business license tax that is imposed on businesses for the privilege of engaging in business within the City, as codified in Benicia Municipal Code ("Municipal Code") Chapter 5.04 ("Business License Tax") and Chapter 5.06 ("Business License Tax Rates"); and

WHEREAS, on July 7, 2026, the City Council directed staff to prepare a ballot measure, as set forth in this ordinance, for the voters to consider the amendments to the business license tax at the November 3, 2026 General Municipal Election; and

WHEREAS, this ordinance comprises the full text of the ballot measure to be considered by the voters at the November 3, 2026 General Municipal Election.

BE IT ORDAINED BY THE VOTERS OF THE CITY OF BENICIA:

SECTION 1. Amendment. Benicia Municipal Code Title 5, Chapter 5.04, Sections 5.04.020 through 5.04.060 and Section 5.04.090 are hereby amended in their entirety as set forth on Exhibit "A," attached hereto and incorporated by reference. Note that Municipal Code Sections 5.04.010, 5.04.070, 5.04.080, and 5.04.100 through 5.04.290 are not amended by this ordinance.

SECTION 2. Amendment. Benicia Municipal Code Title 5 Chapter 5.06 is hereby amended in its entirety as set forth on Exhibit "B," attached hereto and incorporated by reference.

SECTION 3. General Tax. The proceeds from the Business License tax established by this ordinance shall be for unrestricted general governmental purposes of the City.

SECTION 4. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this ordinance, nor its application to any other person or circumstance. The City declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause, or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases hereof be declared invalid or unenforceable.

SECTION 5. **CEQA.** The City finds that this ordinance is not subject to environmental review under the California Environmental Quality Act ("CEQA") because the ordinance is an activity that is excluded from the definition of a project by Public Resources Code sections 21065 and 21080(b)(8) and California Code of Regulations Sections 15273 and 15378(b) (the "CEQA Guidelines"). The proposed ordinance includes organizational or administrative activities of government which will not result in direct or indirect physical changes to the environment and are exempt from CEQA under CEQA Guidelines Sections 15060(c)(2) and 15061(b)(3).

SECTION 6. **Adoption and Effective Date.** Consistent with the requirements of Elections Code Section 9217, if a majority of voters vote in favor of this ordinance on November 3, 2026, it shall become a valid and binding ordinance of the City. Upon the date the City Council declares the result of the vote: (a) this ordinance is deemed adopted, and (b) the Mayor is hereby authorized to sign where indicated below. This ordinance shall go into effect 10 days after the date of the City Council's declaration of the result of the vote.

SECTION 7. **Future Amendments.** Pursuant to California Elections Code Section 9217, the City Council is authorized to amend Benicia Municipal Code Chapter 5.04 and 5.06 without a vote of the electorate; provided however, that a vote of the electorate is required for any proposed increase in the amount of the tax imposed by this ordinance.

SECTION 8. **Termination Date.** The City's authority to levy the tax imposed by this ordinance shall remain in effect until a majority vote of the qualified electors of the City terminate that authority.

PASSED AND ADOPTED BY THE VOTERS OF THE CITY OF BENECIA this 3rd day of November 2026.

APPROVED,

____
Steve Young, Mayor

Attest:

____
Lisa Wolfe, City Clerk

Exhibit B

Ordinance Repealing and Replacing Chapter 5.04 (Business Licenses) of the Benicia Municipal Code Relating to the Business License Tax

[see next page]

Chapter 5.04
BUSINESS LICENSES

Sections:

5.04.010 Purpose.

5.04.020 Definitions.

5.04.030 Tax payment required.

5.04.040 Exemptions.

5.04.050 Application required.

5.04.060 License tax certificate - Issuance.

5.04.070 License tax certificate - Display.

5.04.080 Audits and corrections.

5.04.090 Determination of tax classification.

5.04.100 Failure to file.

5.04.110 Penalties for delinquency.

5.04.120 Refunds.

5.04.130 Gross receipts confidential.

5.04.140 Evidence of doing business.

5.04.150 Constitutional apportionment.

5.04.160 Apportionment guidelines and other regulations.

5.04.170 Misrepresentation of material fact.

5.04.180 Civil debt.
5.04.190 Remedies cumulative.

5.04.210 Cost recovery fee.

5.04.220 Revocation or suspension - Grounds.

5.04.290 Revocation or suspension - Procedure.

5.04.010 Purpose.

This chapter and Chapter 5.06 BMC are enacted solely to raise revenue for general municipal purposes. They are not intended to be regulatory. The payment of a license tax, and its acceptance by the city, and the issuance of a business tax certificate to any person shall not entitle the holder thereof to carry on any business unless he or she has also complied with all of the requirements of this code and all other applicable laws, nor to carry on any business in any building or on any premises designated in such business tax certificate if such building or premises is or are situated in a zone or location in which the conduct of such business is in violation of any law.

5.04.020 Definitions.

The following words and phrases, whenever used in this chapter, shall be construed as hereafter set out, unless it shall be apparent from the context that they have a different meaning.

A. "Administrator" means the finance director, his or her designee, or another city officer or employee charged by the city manager with the administration of this chapter.

B. "Business" means all activities that a person engages in, or causes to be engaged in, as a profession, trade, occupation, vocation, or calling, for the purpose of or in support of earning gain, benefit, or advantage, whether or not carried on for profit. Where a person subject to the tax acquires a business, unless that business is a newly established business, the business shall be deemed a continuation of the previous business and the gross receipts of the business from both before and after the acquisition shall be considered in calculating the amount of any tax due from the person engaging in the business at the time the tax is due.

C. “Established business” means each independently operated business entity operating in the city with central management operated by a taxpayer, that may include business activity in one or more license classifications. The administrator shall make a written determination of the scope of each established business as a part of the license tax certification process pursuant to BMC 5.04.060 and 5.04.090. Any two entities that are taxed together in the same year based on a failure to establish a “newly established business” pursuant to BMC 5.05.020(G) shall be considered the same “established business.”

D. "Gross receipts" means and includes the total amount of compensation received, charged, or receivable by a taxpayer in connection with the conduct of business activity within the City, whether or not the business activity is a part of or in connection with the sale of materials, goods, wares or merchandise. The forms of compensation included in "gross receipts" are all receipts, cash, credits, and value of service or property of any kind without deduction of the cost of the property sold, the cost of materials used, labor or service costs, interest paid or payable, or losses or other expenses.

1. Since the cost of service or property may not be deducted from the value of service or property when calculating gross receipts, if the gross receipts of a business are less than the “cost of operation” of that business, then the “cost of operations” shall be used in replacement “gross receipts” when calculating the license tax . The “cost of operations” means the cost of maintaining the operations of the business and includes, but is not limited to, rent, utilities, depreciation, salaries, wages, fixed charges, and other expenses
2. The following are excluded from "gross receipts":
    a. Cash discounts allowed and taken on sales;

    b. Credit allowed on property accepted as part of the purchase price and which property may later be sold;

c. Any tax required by law to be included in or added to the purchase price and collected from the consumer or purchaser;

d. Such part of the sale price of property returned by purchasers upon rescission of the contract of sale as is refunded either in cash or by credit;

e. Amounts collected for others where the taxpayer is acting as an agent or trustee to the extent that such amounts are paid by the taxpayer to those for whom the amount is collected, provided the taxpayer furnishes the administrator with the names and addresses of the others and the amounts paid to them;

f. That portion of the receipts of a general contractor which represents payments to subcontractors licensed under this chapter, provided the general contractor furnishes the administrator with the names and addresses of the subcontractors and the amounts paid to them;

g. Receipts of refundable deposits, except that refundable deposits forfeited and retained by the business are not excluded;

h. As to a real estate agent or broker, the sales price of real estate sold for the account of others except that portion which represents commission or other income to the agent or broker;

i. As to a retail gasoline dealer, a portion of his or her receipts from the sale of motor vehicle fuels equal to the motor vehicle fuel license tax imposed by and previously paid to the state of California pursuant to Part 2 of Division 2 of the California Revenue and Taxation Code;

j. As to a retail gasoline dealer, the special motor fuel tax imposed by Section 4041 of Title 26 of the United States Code if paid by the dealer or collected by him from the consumer or purchaser; and

k. Admissions charges for entertainment events, dances, concerts, exhibitions and lectures where such charges are collected by a religious, charitable, fraternal, educational, amateur theatrical, military, state, county or municipal organization, association, public benefit corporation or mutual benefit corporation, if the proceeds of such charges are used for the purposes or objects for which such organization, association or corporation was formed, and do not inure to the profit of any individual.

E. "License tax" means the tax imposed pursuant to BMC 5.04.030.

F. “License tax classification” means each distinct classification or category of business for which a different tax rate is established in BMC chapter 5.06, including: Contractor, General/Retail, Industrial, Marine Terminal, Petroleum, Professional, Property rental, Services, or Exempt.

G. "Newly established business" means a business which was not operated by the taxpayer, nor any person from whom the taxpayer acquired the business, during the calendar year that immediately precedes the date the taxpayer acquires the business. The following shall not be considered newly established businesses:

1. A business conducted at a new location whether based within or outside the city when the business conducted and taxed at a previous location during the preceding calendar year was discontinued at the same time, prior to, or within 30 days after commencement of business at the new location.

2. The business engaged in during the calendar year when the taxpayer acquired the business is the same kind as that engaged in at the same location during the immediately preceding year.

3. The business to be engaged in during the calendar year when the taxpayer acquired the business, though not the same kind of business, is taxed under the same section as the business engaged in during, but not necessarily throughout, the immediately preceding calendar year.

Provided, that the administrator may, on written application by a taxpayer, and after considering all circumstances, make a written determination that a business described in this definition is in fact a newly established business and not a continuation of a business engaged in during the immediately preceding calendar year.

H. "Person" means and includes each natural person, domestic or foreign corporation, firm, association, syndicate, joint stock corporation, partnership, joint venture, club, business, or common law trust, society, estate, receiver, retirement plan, trustee individual or any other group or combination of individuals acting as a unit. Provided, however, for the purpose of this chapter, the definition of “person” shall exclude any natural person performing services as an “employee” (as defined by the California Department of Industrial Relations).

I. "Sale" includes the transfer of title to any kind of property for a consideration or the serving, supplying or furnishing for consideration of property. A transaction whereby the possession of property is transferred and the seller retains title as security for payment of the price is a sale. This definition does not exclude any transaction which results in a sale within the contemplation of law.

J. "Sworn statement" means an affidavit or a declaration or certification made under penalty of perjury under the laws of the state of California.

K. “Taxable calendar year” means the calendar year immediately prior to the February 1st due date for business taxes, as set forth in BMC 5.04.030.

L. "Taxpayer" means a person engaging in business subject to a tax imposed by this chapter.

5.04.030 Tax payment required.

A. Except as otherwise provided in this chapter, each person who engages in business within the city, whether or not at a fixed place of business, shall file an application in accordance with BMC 5.04.050 and pay a license tax in an amount calculated pursuant to Chapter 5.06 BMC. It is unlawful for a person to transact business in the city, without first complying with the requirements of this chapter. Each established business shall be required to file the application and pay the required license tax.

B.

1. The license tax with respect to business activity in each calendar year (the "taxable calendar year") shall be due on the February 1st immediately following the end of each year of business activity, and shall be delinquent on April 1st of that year. The license tax shall be calculated based on the gross receipts of the business during the taxable calendar year.

2. With respect to the first license tax due from a newly established business, if the taxpayer pays the maximum license tax in accordance with BMC 5.06.030, that maximum tax amount shall be prorated based on the number of whole or partial months remaining in the taxable calendar year on the date the taxpayer first conducts the business.

C. If two or more business activities of a single taxpayer for a single established business are taxable pursuant to Chapter 5.06 BMC at the same rate and on the same tax basis, the taxpayer may calculate and report the tax due for the activities as a group. If two or more business activities are taxable on the same tax basis, but at different tax rates, the taxpayer may calculate the tax for each activity separately or may elect to calculate the tax for the activities as a group by applying the highest tax rate applicable to any activity in the group. Provided, however, the tax basis and tax rate for any marine terminal business must be calculated separately from any other business activity subject to a separate business license classification.

D. Where a license tax is based on gross receipts, a taxpayer may elect to pay the maximum license tax indicated in Chapter 5.06 BMC rather than paying the tax that would otherwise be due under that chapter. In such event, the taxpayer need not report his or her gross receipts in the statement required by BMC 5.04.050.

5.04.040 Exemptions.

A. The requirement to pay a license tax pursuant to BMC 5.04.030 does not apply to:

1. Any person transacting or carrying on any business exempted by the Constitution or laws of the United States or of the state of California from the license tax, but such exemption shall only extend to such exempt business and not to any other business in which such person may engage;

2. Any disabled veteran holding an honorable discharge from a branch of the military service of the United States, if he or she is physically unable to earn a livelihood by manual labor;

3. Any organization certified by the Internal Revenue Service as an exempt organization pursuant to Section 501(c)(3) of the United States Internal Revenue Code, except with respect to business activities for which the organization is required to pay federal income taxes;

4. Any established business whose gross receipts do not exceed $100,000 per taxable calendar year.

B. A person claiming an exemption under this section, as a part of filing the application required by BMC 5.04.050, shall file a sworn statement with the administrator stating the facts upon which the exemption is claimed. In the absence of a statement substantiating the claim, the person is liable for the payment of the license tax required by BMC 5.04.030.

C. Upon proper showing contained in the sworn statement, the administrator shall issue a license tax certificate to the person claiming exemption without payment to the city of the license tax otherwise required by BMC 5.04.030.

D. The administrator, after giving a person receiving a license pursuant to subsection (C) of this section notice and a reasonable opportunity for hearing, may revoke such license tax certificate upon receiving information that the licensee is not entitled to the exemption claimed.

5.04.050 Application required.

A. Each person engaging in business within the city, whether or not at a fixed place of business, shall file a written application by February 1st of each year with the administrator upon forms provided by the administrator indicating the business activity to be conducted, the location of the business, the officers or other principals of the business, the period for which the application is submitted, the amount of license tax due for that period, and sufficient information to allow computation of the license tax due. The application shall identify the relevant license tax classification (or classifications) for each relevant business, and the locations and relevant time period for which the business was actually operating during the taxable calendar year and plans to continue operating during the current calendar year. Unless the taxpayer pays the maximum license tax in accordance with BMC 5.04.030(D), the application shall also calculate the license tax amount and identify the gross receipts for the taxable calendar year.

1. As an exception to the timing requirement for filing this application, a person filing an initial statement for a newly established business shall file that statement within 30 days of commencing business.
2. As an exception to the requirement to file the application, the administrator may make a written determination that specified exempt persons or taxpayers are not required to file the application. Any such written determination by the administrator is subject to written amendment to require the filing of an application in future years.

B. The statement required by subsection (A) of this section shall also include a list of all persons to which payments were made and the taxpayer claims an exclusion from gross receipts (as defined by BMC 5.04.020(D), including contractors or subcontractors engaged by the taxpayer to conduct business in the city during the taxable calendar year.

C. Each application required by this section shall be accompanied by payment of the license tax due under this chapter.

5.04.060 License tax certificate - Issuance.

A. The administrator shall issue a license tax certificate to each person who on behalf of an established business submits an application and pays the license tax (or is subject to an exemption) as required by BMC 5.04.030 through 5.04.050. The license tax certificate shall indicate the name of the business for which the license tax is paid, the person paying the license tax, the location of the business, the license tax classification of business for which the license tax has been paid, the period for which it has been paid, and such other information as is deemed necessary by the administrator for the administration of the tax.

B. A license tax certificate is not transferable, except that if the holder of a license tax certificate changes his or her place of business, he or she may apply to the administrator for a transfer of the license tax certificate to the new location. The city council may by resolution establish a fee to cover the city's administrative costs related to any such transfer application. A transfer application must be filed within 30 days of the establishment of a new location. Any such business that transfers locations shall not be considered a newly established business, as defined by BMC 5.04.020(G).

C. No license tax certificate shall be issued to any person until any previous indebtedness for taxes and fees imposed by this chapter upon that person, and with respect to the business for which the person seeks a license tax certificate, has been paid.

D. A license tax certificate is required for each branch or location of a business and for each separate type of business at a single location. No person shall transact or carry on business in the city except to the extent the business and location is designated on a license tax certificate issued in accordance with this section.

5.04.070 License tax certificate - Display.

A. Each taxpayer shall display his or her license tax certificate as follows:

1. If the license tax certificate is issued with respect to a business carried on at a fixed place, the taxpayer shall post the license in a conspicuous

location at that place;

2. If the license tax certificate is issued with respect to a business that has no fixed place of business, the taxpayer shall keep the license upon his or her person at all times while conducting business;

3. If a taxpayer uses a motor vehicle in connection with his or her business, he or she shall affix to the vehicle in a manner specified by the administrator a tab furnished by the city showing that the license tax has been paid. The administrator may waive this requirement in the case of a taxpayer who operates three or more vehicles within the city, or in any case in which the administrator determines that this requirement is not necessary to the administration of the tax.

B. The administrator, any police officer, or any person authorized by the administrator to do so shall have the authority to enter any place of business taxed under this chapter at any reasonable time and demand exhibition of the license tax certificate issued with respect to that place of business.

C. Any person who willfully fails to exhibit a license tax certificate in the manner required by this section is guilty of a violation of this chapter punishable as a misdemeanor pursuant to BMC 1.08.010.

5.04.080 Audits and corrections.

A. Taxpayers shall maintain and preserve, for a period of at least four years following the date the tax was due, such records as may be necessary to determine the amount of the tax due and shall, upon request of the administrator, provide the necessary records to substantiate the tax paid or due for such business. If upon audit of such records, the administrator determines the tax imposed by this chapter has not been paid in full, the administrator shall notify the taxpayer of the balance due, including any accrued penalties and interest. Such amount shall be paid within 30 days after notice is issued by the administrator.

B. If an audit reveals an overpayment, the administrator shall notify the taxpayer of the amount overpaid. Unless the taxpayer requests a refund of the overpayment within thirty days after notice is issued by the administrator, the overpayment shall be applied as a credit against the next annual tax due from that taxpayer.

C. If an audit reveals an underpayment of $25.00 or less, the administrator need take no action to collect the underpayment.

D. Rather than request information and conduct an audit, the administrator may request a taxpayer to

file a corrected statement pursuant to BMC 5.04.050. If such corrected statement is filed and the administrator is satisfied with its accuracy, the existence of any underpayment or overpayment under this section shall be determined with reference to that corrected statement. If a taxpayer fails to file a corrected statement or the administrator is not satisfied with a corrected statement, the administrator may conduct an audit pursuant to subsection (A) of this section.

5.04.090 Determination of tax classification.

A. The determination of the class of business and the determination of the scope of each established business in which an applicant for a tax certificate is engaged for purposes of Chapter 5.06 BMC shall be a ministerial task of the administrator. The administrator may, at any time within one year after receiving a statement pursuant to BMC 5.04.050, correct the classification reported by a taxpayer and recalculate the tax due. The administrator shall then treat the results of this recalculation as the results of an audit.

B. In the event an applicant disagrees with the determination of the administrator as to the class of business in which the applicant is engaged, the applicant may file an application for reclassification with the administrator. This application shall set forth with specificity the facts upon which it is based. Upon receipt of a reclassification application, the administrator shall review the matter and either affirm the original classification or assign a new classification and shall notify the applicant of the decision in writing, which shall be final.

C. The administrator may refuse to accept an application for reclassification from an applicant who has applied for reclassification within the previous 12 months if the application fails to state material and relevant facts that were not and could not have been presented in the previous reclassification application.

5.04.100 Failure to file.

A. If a person fails to file a required application or statement or fails to file a corrected statement within 15 days of a demand by the administrator, the administrator may determine the amount of license tax due, using the information he or she is able to obtain.

B. When the administrator makes a determination under subsection (A) of this section, he or she shall give a notice of the amount of license tax due by serving it personally or by mail, postage prepaid, addressed to the taxpayer at his or her last known address.

C. Payment of the corrected tax shall be due within 15 days of the service or mailing of the notice pursuant to subsection (B) of this section.

5.04.110 Penalties for delinquency.

A. Upon a taxpayer's failure to pay the entire tax when due, the administrator shall add a penalty of the greater of $10.00 or 10 percent of the unpaid tax on the first day of each month following the month the tax was due; provided, however, no penalty shall be assessed in excess of 50 percent of the tax due. For the purposes of this chapter, a payment made by mail shall be deemed received on the date of a postmark on the envelope in which the payment is received, or if payment is made by means other than U.S. mail, payment shall be deemed received on the date the payment is stamped "received" by the administrator or his or her designee.

B. On the first day of the month following the date on which the maximum penalty provided for in subsection (A) of this section has accrued, interest at the rate of one percent per month shall begin to accrue. Interest shall accrue at this rate on the amount of the unpaid tax, exclusive of penalties, for each month or portion of a month until the tax is paid.

5.04.120 Refunds.

No tax shall be refunded unless it is determined by the administrator that it has been paid in error, computed incorrectly, overpaid, or collected illegally. No refund shall be made unless a written request therefor is received by the administrator within one year of the payment of the tax.

5.04.130 Gross receipts confidential.

Information concerning gross receipts or operating costs furnished or secured pursuant to the provisions of this chapter shall be confidential, shall not be subject to public inspection, and shall not be made available to anyone not charged with the administration of this chapter.

5.04.140 Evidence of doing business.

The use of signs, circulars, cards or any other advertising media, including, without limitation, the use of telephone solicitation, or any other means by which a person may hold himself or herself out as, or represent that he or she is, doing business in the city, shall constitute evidence that a person is doing business in the city.

5.04.150 Constitutional apportionment.

A. If a person believes that the license tax, as applied to him or her, places an undue burden on interstate commerce or violates the due process or equal protection clauses of the United States or California Constitutions, he or she may apply to the administrator for an adjustment of the tax. Such adjustment shall be supported by a sworn statement setting forth the method of business and gross receipts calculations and such other information as the administrator may consider necessary to consider the claim.

B. The administrator shall review any application pursuant to subsection (A) of this section, and shall fix as the license tax an amount that is reasonable, nondiscriminatory and consistent with applicable law. The amount so fixed shall not exceed the amount that would otherwise be due pursuant to this chapter.

5.04.160 Apportionment guidelines and other regulations.

The administrator, in consultation with the city attorney, and subject to the approval of the city manager, may:

A. Promulgate guidelines for the apportionment of the gross receipts of businesses which operate both inside and outside the city to assist taxpayers in calculating the portion of their activities subject to the tax imposed by this chapter; and

B. Adopt any other rules or regulations necessary or desirable for the enforcement of this chapter.

Any apportionment guidelines or rules or regulations for the enforcement of this chapter shall be effective only after they have been published in the manner required for an ordinance of the city.

5.04.170 Misrepresentation of material fact.

It is a violation of this chapter punishable as a misdemeanor pursuant to BMC 1.08.010 to knowingly or intentionally misrepresent to any officer or employee of the city any material fact, relative to any tax imposed under the provisions of this chapter.

5.04.180 Civil debt.

The amount of tax, fee, penalty, or interest imposed by the provisions of this chapter shall be deemed a debt to the city. An action to recover such debt may be commenced in the name of the city in any court of competent jurisdiction.

5.04.190 Remedies cumulative.

The conviction and punishment of any person for failure to comply with the provisions of this chapter shall not relieve that person from paying any tax, fee, penalty, or interest due and unpaid at the time of such conviction, nor shall payment prevent prosecution of a violation of any provision of this chapter.

All remedies shall be cumulative, and the use of one or more remedies by the city to enforce this chapter shall not bar the use of any other remedy.

5.04.210 Cost recovery fee.

In addition to the license tax imposed pursuant to this title, the city council may, by resolution, establish and impose a fee, to be collected with the license tax, to recover the city's costs of implementing the requirements of this title, including the costs of compliance and audit programs. The anticipated proceeds of such fee shall not exceed the city's actual or expected implementation costs.

5.04.220 Revocation or suspension - Grounds.

The administrator may revoke or suspend a license granted under this chapter for any of the following reasons:

A. A false statement in the application;

B. Failure to comply with a regulatory provision in the statutes of the state or the ordinances of the city;

C. Failure to operate the business in an orderly and business-like manner in obedience to orders, rules and regulations applicable to it;

D. Conducting business in an illegal, improper or disorderly manner, or in a manner which endangers the public welfare.

5.04.290 Revocation or suspension - Procedure.

A. Authority of Administrator. The collector shall give the licensee written notice of the grounds for revocation or suspension. The notice shall specify a time and place of hearing, and shall be given at least five days before the time of the hearing. The licensee shall show cause why his license should not be revoked or suspended.

B. Appeal to Council. The licensee may appeal the decision of the administrator to the council in accordance with Chapter 1.44 BMC.

C. Failure to Appeal. If the licensee does not appeal, the decision of the administrator is final and conclusive on expiration of the time fixed for appeal.

Exhibit C

Ordinance Repealing and Replacing Chapter 5.06 (Business License Tax Rates) of the Benicia Municipal Code Relating to the Business License Tax

[see next page]

Chapter 5.06

BUSINESS LICENSE TAX RATES

Sections:

5.06.010 Definitions.

5.06.020 Total tax due.

5.06.030 Gross receipts tax.

5.06.010 Definitions.

Except where indicated to the contrary or where the context clearly requires to the contrary, all terms used in this chapter shall have the meanings given in Chapter 5.04 BMC, as supplemented below.

A. "License tax classification" means each type of business for which a different tax rate is established in BMC chapters 5.04 and 5.06, including:
   1. "Contractor" means each business engaged in the construction or repair of any building, structure, or physical improvement to land, including any business licensed as a contractor by the State of California, and including any business undertaking or causing to be undertaken any development, improvement, alteration, demolition, or excavation of land; however, excluding any business with a professional license (such as an engineer or architect). Examples include but are not limited to grading, landscaping, construction, plumbing, or HVAC.
   2. "General/Retail" means each business engaged in retail and other general businesses including, but not limited to, sale of goods, wares, merchandise, grocers, restaurants, peddlers, solicitors, or cannabis businesses.
   3. "Industrial" means each businesses primarily engaged in manufacturing, fabrication, processing, warehousing, wholesaling, or distribution activities that support the production, storage, and movement of goods, typically operating in dedicated industrial facilities with limited or no direct retail interaction with the public. Industrial shall include any business characterized as "Heavy Industry" such as businesses engaged in large-scale manufacturing, processing, or material transformation that require significant fixed infrastructure, specialized equipment, and high energy or resource inputs. These operations typically involve bulk materials (e.g., metals, chemicals, aggregates) and generate substantial economic output relative to footprint.
   4. "Marine Terminal" means each business primarily engaged in operating waterfront terminal facilities, including cargo terminals, for the receipt, transfer, handling, loading, unloading, storage, or temporary storage of waterborne cargo, containerized cargo, bulk commodities, or petroleum products between vessels and landside transportation or distribution systems, including related stevedoring, marine cargo handling, intermodal transfer, bulk liquid transfer, tank storage, and terminal pipeline activities. "Marine Terminal" may include: facilities engaged in petroleum bulk storage or petroleum product distribution where such activities are conducted as part of terminal operations; and/or establishments primarily engaged in operating ports, harbors (including docking and pier facilities), or canals; and/or establishments operating as import or distribution (or both) terminals for automobiles or other goods; and/or establishments offering comprehensive logistic services and supply chain services for

auto processing involving use of marine facilities. Marine Terminal” does not include businesses primarily engaged in manufacturing, fabrication, or industrial processing, which shall be classified as “industrial.”

5. “Petroleum” means each business engaged in the production, refining, transportation, wholesale distribution, or retail sale of petroleum and petroleum-based products, including fuels, lubricants, and related energy commodities. These activities typically involve capital-intensive infrastructure, regulated handling and storage of hazardous materials, and revenue streams driven by high transaction volumes and commodity price volatility.
6. “Professional” means each business engaged in a professional or para-professional advanced service that requires rigorous training through higher education or vocational institutions that certify the complete acquisition of skills and the ability to provide such professional or para-professional services. This also includes businesses that can be considered para-professional or "advanced services," such as those in the research and development and scientific fields. Examples include, but are not limited to the practice of law, medicine (including physician, surgeon, chiropodist, dentist, ophthalmologist, optometrist, osteopathic, podiatrist), acupuncturist, chiropractor, dental technician, laboratory technician, massage establishments and technicians, pharmacist, physiotherapist, physical therapist, radiologist, scientist, speech therapist, mortician, undertaker, psychologist, psychotherapist, marriage counselors, veterinarian, accountant, bookkeepers, income tax consultants, income tax preparers, licensed financial planner, licensed investment counselor, stock/bond or security agent or broker, appraiser, architect, engineer (including civil, mechanical, electrical, industrial, surveyor, geologist, or other class of engineer), real estate agent, real estate broker, real estate sales, real estate management, property management, or developer.
7. “Property rental” means each business that leases, rents, or provides use of real property to another individual or entity for compensation. Examples include, but are not limited to, commercial leasing, residential rental, parcel leasing, hoteliers, or short-term renters of residential property.
8. “Services” means each business engaged in providing or offering services that do not meet the definition of any other classification set forth in this section, generally including those services that require minimal to no higher education or training. Examples include, but are not limited to, hair stylists, nail and skin care services, salons, clothing and shoe services (e.g., laundries, cleaners), photography, recreation, entertainment, theaters, amusement, athletic or sporting facilities, billiards, bowling, or golfing facilities.
9. “Exempt” means a business that is exempt as defined by BMC 5.04.030.

5.06.020 Total tax due.

The amount of the license tax owed by a taxpayer pursuant to BMC 5.04.030 with respect to any business activity within the city shall be determined in accordance with this chapter 5.06.

5.06.030 Gross receipts tax.

The license tax owed for each established business shall be calculated based on the gross receipts in the taxable calendar year (i.e., the calendar year prior to the February 1st on which the tax is due, pursuant to BMC 5.04.030).

A. The license tax owed for any business classified as a contractor shall be $0.75 per $1,000 of gross receipts received in the taxable calendar year.

B. The license tax owed for any business classified as general/retail shall be $0.25 per $1,000 of gross receipts received in the taxable calendar year.

C. The license tax owed for any business classified as industrial shall be $1.00 per $1,000 of gross receipts received in the taxable calendar year.

D. The license tax owed for any business classified as marine terminal shall be $3.00 per $100 of gross receipts received in the taxable calendar year. Thus, $30 per $1,000 of gross receipts equals $3.00 per $100 of gross receipts.

E. The license tax owed for any business classified as petroleum shall be $1.25 per $1,000 of gross receipts received in the taxable calendar year.

F. The license tax owed for any business classified as professional shall be $1.00 per $1,000 of gross receipts received in the taxable calendar year.

G. The license tax owed for any business classified as property rental shall be $1.00 per $1,000 of gross receipts received in the taxable calendar year.

H. The license tax owed for any business classified as services shall be $0.75 per $1,000 of gross receipts received in the taxable calendar year.

I. To the extent that any business is classified as exempt, the license tax owed shall be $0.00 per $1,000 of gross receipts received in the taxable calendar year.

J. Notwithstanding the calculation of the license tax based on gross receipts, as set forth in BMC 5.06.040, the maximum license tax that any person shall be required to pay pursuant to this section with respect to any calendar year shall be $1,500 per established business, subject to the following exception and adjustments. To the extent the maximum license tax is increased for any January 1, it shall apply to taxable activity in that calendar year.

1) As an exception, the maximum license tax set forth in this subsection 5.06.030(J) shall not apply to any business classified as marine terminal.
2) The $1,500 maximum license tax shall be increased by 10% effective January 1, 2028. Thereafter, the maximum license tax shall be increased by 10% each January 1 until the maximum license tax reaches the amount of $25,000.

K. Beginning December 15, 2027, and by each December 15 thereafter, the administrator shall publish the adjusted maximum license tax that will be in effect the following January 1. The publication shall be made in the manner required for publication of ordinances of the city.

L. The city council may, by resolution, suspend or reduce the amount of the license tax owed in accordance with this chapter; provided, however, city council may also by resolution reinstate the license tax owed under this chapter in an amount that does not exceed the maximum amounts that could be calculated under this BMC 5.06.030. The city council may amend this chapter by ordinance and without voter approval; provided that voter approval shall be required for any increase to the amount of the license tax imposed in accordance with this chapter. The expiration or termination of any such suspension shall not require voter approval; provided, that the tax is not imposed on any person in an amount in excess of the inflation-adjusted rates or amounts authorized by this chapter.

Chapter 5.04
BUSINESS LICENSES

Sections:

5.04.010 Purpose.

5.04.020 Definitions.

5.04.030 Tax payment required.

5.04.040 Exemptions.

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5.04.170 Misrepresentation of material fact.

5.04.180 Civil debt.

5.04.190 Remedies cumulative.

5.04.210 Cost recovery fee.

5.04.220 Revocation or suspension - Grounds.

5.04.290 Revocation or suspension - Procedure.

5.04.010 Purpose.

This chapter and Chapter 5.06 BMC are enacted solely to raise revenue for general municipal purposes. They are not intended to be regulatory. The payment of a license tax, and its acceptance by the city, and the issuance of a business tax certificate to any person shall not entitle the holder thereof to carry on any business unless he or she has also complied with all of the requirements of this code and all other applicable laws, nor to carry on any business in any building or on any premises designated in such business tax certificate if such building or premises is or are situated in a zone or location in which the conduct of such business is in violation of any law.

5.04.020 Definitions.

The following words and phrases, whenever used in this chapter, shall be construed as hereafter set out, unless it shall be apparent from the context that they have a different meaning.

A. "Administrator" means the finance director, his or her designee, or another city officer or employee charged by the city manager with the administration of this chapter.

B. "Business" ~~includes~~ means all activities that a person engages in, or causes to be engaged in, as a profession~~s~~, trade~~s~~, ~~and~~ occupation~~s~~, vocation, or ~~and all and every kind of~~ calling, for the purpose of or in support of earning gain, benefit, or advantage, whether or not carried on for profit. Where a person subject to the tax acquires a business, unless that business is a newly established business, the business shall be deemed a continuation of the previous business and the gross receipts of the business from both before and after the acquisition shall be considered in calculating the amount of any tax due from the person engaging in the business at the time the tax is due.

C. “Established business” means each independently operated business entity operating in the city with central management operated by a taxpayer, that may include business activity in one or more license classifications. The administrator shall make a written determination of the scope of each established business as a part of the license tax certification process pursuant to BMC 5.04.060 and 5.04.090. Any two entities that are taxed together in the same year based on a failure to establish a “newly established business” pursuant to BMC 5.05.020(G) shall be considered the same “established business.”

D. "Gross receipts" means and includes the total ~~of~~ amount~~s~~ of compensation ~~actually~~ received, charged, or receivable ~~from~~ by a taxpayer in connection with the conduct of business activity within the City, ~~sales and the total amounts actually received or receivable for the performance of any act or service for which a charge is made or credit allowed,~~ whether or not the business activity is ~~performed as~~ a part of or in connection with the sale of materials, goods, wares or merchandise. The forms of compensation ~~I~~included in "gross receipts" are all receipts, cash, credits, and value of service or property of any kind without deduction of the cost of the property sold, the cost of materials used, labor or service costs, interest paid or payable, or losses or other expenses.

1. Since the cost of service or property may not be deducted from the value of service or property when calculating gross receipts, if the gross receipts of a business are less than the “cost of operation” of that business, then the “cost of operations” shall be used in replacement “gross receipts” when calculating the license tax . The “cost of operations” means the cost of maintaining the operations of the business and includes, but is not limited to, rent, utilities, depreciation, salaries, wages, fixed charges, and other expenses

~~C.~~2. The following are ~~E~~excluded from "gross receipts" ~~are~~:

~~1.~~a. Cash discounts allowed and taken on sales;

~~2.~~b. Credit allowed on property accepted as part of the purchase price and which property may later be sold;

~~3.~~c. Any tax required by law to be included in or added to the purchase price and collected from the consumer or purchaser;

~~4.~~d. Such part of the sale price of property returned by purchasers upon rescission of the contract of sale as is refunded either in cash or by credit;

~~5.~~e. Amounts collected for others where the ~~business~~ taxpayer is acting as an agent or trustee to the extent that such amounts are paid by the taxpayer to those for whom the amount is collected, provided the ~~agent or trustee~~ taxpayer furnishes the administrator with the names and addresses of the others and the amounts paid to them;

~~6.~~f. That portion of the receipts of a general contractor which represents payments to subcontractors licensed under this chapter, provided the general contractor furnishes the administrator with the names and addresses of the subcontractors and the amounts paid to them;

~~7.~~g. Receipts of refundable deposits, except that refundable deposits forfeited and retained by the business are not excluded;

~~8.~~h. As to a real estate agent or broker, the sales price of real estate sold for the account of others except that portion which represents commission or other income to the agent or broker;

~~9.~~i. As to a retail gasoline dealer, a portion of his or her receipts from the sale of motor vehicle fuels equal to the motor vehicle fuel license tax imposed by and previously paid to the state of California pursuant to Part 2 of Division 2 of the California Revenue and Taxation Code;

~~10.~~j. As to a retail gasoline dealer, the special motor fuel tax imposed by Section 4041 of Title 26 of the United States Code if paid by the dealer or collected by him from the consumer or purchaser; and

~~11.~~k. Admissions charges for entertainment events, dances, concerts, exhibitions and lectures where such charges are collected by a religious, charitable, fraternal, educational, amateur theatrical, military, state, county or municipal organization, association, public benefit corporation or mutual benefit corporation, if the proceeds of such charges are used for the purposes or objects for which such organization, association or corporation was formed, and do not inure to the profit of any individual.

E. "License tax" means the tax imposed pursuant to BMC 5.04.030.

F. "License tax classification" means each distinct classification or category of business for which a different tax rate is established in BMC chapter 5.06, including: Contractor, General/Retail, Industrial, Marine Terminal, Petroleum, Professional, Property rental, Services, or Exempt.

~~D.~~

~~E.~~G. "Newly established business" means a business ~~in~~ which was not operated by the taxpayer~~neither the owner or operator~~, nor any person from whom the taxpayer ~~owner or operator~~ acquired the business, ~~engaged~~ during the ~~immediately preceding~~ calendar year that immediately precedes the date the taxpayer acquires the business. The following shall not be considered newly established businesses:

1. A business conducted at a new location whether based within or outside the city when the business conducted and taxed at a previous location during the preceding calendar year was discontinued at the same time, prior to, or within 30 days after commencement of business at the new location.~~;~~

2. The business engaged in during the ~~current~~ calendar year when the

taxpayer acquired the business is the same kind as that engaged in at the same location during the immediately preceding year.~~, but not at the close thereof;~~

3. The business to be engaged in during the ~~current~~ calendar year when the taxpayer acquired the business, though not the same kind of business, is taxed under the same section as the business engaged in during, but not necessarily throughout, the immediately preceding calendar year.

Provided, that the administrator may, on written application by a taxpayer, and after considering all circumstances, make a written determination ~~find~~ that a business described in this definition is in fact a newly established business and not a continuation of a business engaged in during the immediately preceding calendar year.

~~F.~~H. "Person" means and includes each natural person, domestic or foreign corporation, firm, association, syndicate, joint stock corporation, partnership, joint venture, club, business, or common law trust, society, estate, receiver, retirement plan, trustee individual or any other group or combination of individuals acting as a unit. Provided, however, for the purpose of this chapter, the definition of “person” shall exclude any natural person performing services as an “employee” (as defined by the California Department of Industrial Relations).

~~G.~~I. "Sale" includes the transfer of title to any kind of property for a consideration or the serving, supplying or furnishing for consideration of property. A transaction whereby the possession of property is transferred and the seller retains title as security for payment of the price is a sale. This definition does not exclude any transaction which results in a sale within the contemplation of law.

J. "Sworn statement" means an affidavit or a declaration or certification made under penalty of perjury under the laws of the state of California.

~~H.~~K. “Taxable calendar year” means the calendar year immediately prior to the February 1st due date for business taxes, as set forth in BMC 5.04.030.

~~I.~~L. "Taxpayer" means a person engaging in business subject to a tax imposed by this chapter.

5.04.030 Tax payment required.

A. Except as otherwise provided in this chapter, ~~every~~ each person who engages in business within the city, whether or not at a fixed place of business, shall file an application in accordance with BMC 5.04.050 and pay a license tax in an amount calculated pursuant to Chapter 5.06 BMC. It is unlawful for a person to transact business in the city, without first complying with the requirements of this chapter. Each established business shall be required to file the application and pay the required license tax.

B. ~~1. Where a license tax is calculated based on (a) gross receipts, (b) number of persons employed or compensated, or (c) number of residential rental units for which rent is received, this subsection (B) shall apply.~~

~~2.~~ 1. The license tax with respect to business activity in each calendar year (the "taxable calendar year") ~~(other than the initial calendar year of business operations)~~ shall be due on the February 1st immediately following the end of ~~that~~ each year of business activity, and shall be delinquent on April 1st of that year. ~~, and~~ The license tax shall be calculated based on the ~~actual or estimated~~ gross receipts of the business during the ~~prior~~ taxable calendar year.

~~3. Though a statement must be filed pursuant to BMC 5.04.050(D), no tax shall be due with respect to a newly established business until the first February 1st that occurs more than 31 days after the taxpayer first conducts the business.~~

~~4.~~2. With respect to the first license tax due from a newly established business, if the taxpayer pays the maximum license tax in accordance with BMC 5.06.030~~a license tax is calculated based on gross receipts and Chapter 5.06 BMC establishes a minimum tax amount due without regard to the amount of gross receipts received by the business~~, that ~~minimum~~ maximum tax amount shall be prorated based on the number of whole or partial months remaining in the taxable calendar year on the date the taxpayer first conducts the business.

~~C. With respect to any license tax to which subsection (B) of this section does not apply, the tax with respect to any period of operations shall be paid before the business conducts operations during that period. For example, and without limitation, a license tax charged on an annual basis must be paid for each calendar year during which the business is operated, regardless of when the tax is due or paid. The amount of such an annual, non-gross-receipts tax shall not be prorated due to the fact that the business is operated for less than a year.~~

~~D.~~C. If two or more business activities of a single taxpayer for a single established business are taxable pursuant to Chapter 5.06 BMC at the same rate and on the same tax basis, the taxpayer may calculate and report the tax due for the activities as a group. If two or more business activities are taxable on the same tax basis, but at different tax rates, the taxpayer may calculate the tax for each activity separately or may elect to calculate the tax for the activities as a group by applying the highest tax rate applicable to any activity in the group. Provided, however, the tax basis and tax rate for any marine terminal business ~~If two or more activities are taxed on differing tax bases (such as, for example, gross receipts or days of business activity), the tax~~ must be calculated ~~for each activity~~ separately from any other business activity subject to a separate business license classification.

~~E.~~D. Where a license tax is based on gross receipts, a taxpayer may elect to pay the maximum license tax indicated in Chapter 5.06 BMC rather than paying the tax that would otherwise be due under that chapter. In such event, the taxpayer need not report his or her gross receipts in the statement required by BMC 5.04.050.

5.04.040 Exemptions.

A. The requirement to pay a license tax pursuant to BMC 5.04.030 does not apply to:

1. Any person transacting or carrying on any business exempted by the Constitution or laws of the United States or of the state of California from

the license tax, but such exemption shall only extend to such exempt business and not to any other business in which such person may engage;

2. Any disabled veteran holding an honorable discharge from a branch of the military service of the United States, if he or she is physically unable to earn a livelihood by manual labor;

3. Any organization certified by the Internal Revenue Service as an exempt organization pursuant to Section 501(c)(3) of the United States Internal Revenue Code, except with respect to business activities for which the organization is required to pay federal income taxes;

4. Any established business ~~individual under 18 years of age and~~ whose gross receipts do not exceed $100,000 per taxable calendar year.

B. A person claiming an exemption under this section, ~~in addition to~~ as a part of filing the application required by BMC 5.04.050, shall file a sworn statement with the administrator stating the facts upon which the exemption is claimed. In the absence of a statement substantiating the claim, the person is liable for the payment of the license tax required by BMC 5.04.030.

C. Upon proper showing contained in the sworn statement, the administrator shall issue a license tax certificate to the person claiming exemption without payment to the city of the license tax otherwise required by BMC 5.04.030.

D. The administrator, after giving a person receiving a license pursuant to subsection (C) of this section notice and a reasonable opportunity for hearing, may revoke such license tax certificate upon receiving information that the licensee is not entitled to the exemption claimed.

5.04.050 Application required.

A. Each person engaging in business within the city, whether or not at a fixed place of business, shall

file a written ~~statement~~ application by February 1st of each year with the administrator upon forms provided by the administrator indicating the business activity to be conducted, the location of the business, the officers or other principals of the business, the period for which the application is submitted, the amount of license tax due for that period, and sufficient information to allow computation of the license tax due. The application shall identify the relevant license tax classification (or classifications) for each relevant business, and the locations and relevant time period for which the business was actually operating during the taxable calendar year and plans to continue operating during the current calendar year. Unless the taxpayer pays the maximum license tax in accordance with BMC 5.04.030(D), the application shall also calculate the license tax amount and identify the gross receipts for the taxable calendar year.

1. As an exception to the timing requirement for filing this application, a person filing an initial statement for a newly established business shall file that statement within 30 days of commencing business.

2. As an exception to the requirement to file the application, the administrator may make a written determination that specified exempt persons or taxpayers are not required to file the application. Any such written determination by the administrator is subject to written amendment to require the filing of an application in future years.

B. The statement required by subsection (A) of this section shall also include a list of all persons to which payments were made and the taxpayer claims an exclusion from gross receipts (as defined by BMC 5.04.020(D), including contractors or subcontractors engaged by the taxpayer to conduct business in the city during the ~~preceding~~ taxable calendar year.

C. Each application required by this section shall be ~~The administrator shall not accept a statement unless~~ accompanied by payment of the license tax due under this chapter.

~~D. With respect to license taxes based upon gross receipts, a person filing an initial statement for a newly established business shall file that statement within 30 days of commencing business. Such person shall file statements no later~~

~~than March 31st of each subsequent calendar year during which business is conducted in the city.~~

~~E. With respect to any other license tax, the statement is due at the time the business license tax is due.~~

5.04.060 License tax certificate - Issuance.

A. The administrator shall issue a license tax certificate to each person who on behalf of an established business submits an application and pays the license tax (or is subject to an exemption) as required by BMC 5.04.030 through 5.04.050. The license tax certificate shall indicate the name of the business for which the license tax is paid, the person paying the license tax, the location of the business, the license tax classification ~~type~~ of business for which the license tax has been paid, the period for which it has been paid, and such other information as is deemed necessary by the administrator for the administration of the tax.

B. A license tax certificate is not transferable, except that if the holder of a license tax certificate changes his or her place of business, he or she may apply to the administrator for a transfer of the license tax certificate to the new location. The city council may by resolution establish a fee to cover the city's administrative costs related to any ~~tax for~~ such ~~a~~ transfer application ~~shall be established from time to time by resolution of the city council~~. A transfer application must be filed within 30 days of the establishment of a new location. Any such business that transfers locations shall not be considered a newly established business, as defined by BMC 5.04.020(G).

C. No license tax certificate shall be issued to any person until any previous indebtedness for taxes and fees imposed by this chapter upon that person, and with respect to the business for which the person seeks a license tax certificate, has been paid.

D. A ~~separate~~ license tax certificate is required for each branch or location of a business and for each separate type of business at a single location. No person shall ~~Each license tax certificate shall authorize the tax certificate holder to~~ transact ~~and~~ or carry on ~~only the~~ business in the city except to the extent ~~stated therein at~~ the business and location is ~~or in the manner~~ designated ~~in such~~ on a license tax certificate issued in accordance with this section~~; provided, however, a business may obtain certificates for separate locations either by submitting combined or separate applications for each location~~.

5.04.070 License tax certificate - Display.

A. Each taxpayer shall display his or her license tax certificate as follows:

1. If the license tax certificate is issued with respect to a business carried on at a fixed place, the taxpayer shall post the license in a conspicuous location at that place;

2. If the license tax certificate is issued with respect to a business that has no fixed place of business, the taxpayer shall keep the license upon his or her person at all times while conducting business;

3. If a taxpayer uses a motor vehicle in connection with his or her business, he or she shall affix to the vehicle in a manner specified by the administrator a tab furnished by the city showing that the license tax has been paid. The administrator may waive this requirement in the case of a taxpayer who operates three or more vehicles within the city, or in any case in which the administrator determines that this requirement is not necessary to the administration of the tax.

B. The administrator, any police officer, or any person authorized by the administrator to do so shall have the authority to enter any place of business taxed under this chapter at any reasonable time and demand exhibition of the license tax certificate issued with respect to that place of business.

C. Any person who willfully fails to exhibit a license tax certificate in the manner required by this section is guilty of a violation of this chapter punishable as a misdemeanor pursuant to BMC 1.08.010.

5.04.080 Audits and corrections.

A. Taxpayers shall maintain and preserve, for a period of at least four years following the date the tax was due, such records as may be necessary to determine the amount of the tax due and shall, upon request of the administrator, provide the necessary records to substantiate the tax paid or due for such business. If upon audit of such records, the administrator determines the tax imposed by this chapter has not been paid in full, the administrator shall notify the taxpayer of the balance due, including any accrued penalties and interest. Such amount shall be paid within 30 days after notice is issued by the administrator.

B. If an audit reveals an overpayment, the administrator shall notify the taxpayer of the amount overpaid. Unless the taxpayer requests a refund of the overpayment within thirty days after notice is issued by the administrator, the overpayment shall be applied as a credit against the next annual tax due from that taxpayer.

C. If an audit reveals an underpayment of $25.00 or less, the administrator need take no action to collect the underpayment.

D. Rather than request information and conduct an audit, the administrator may request a taxpayer to

file a corrected statement pursuant to BMC 5.04.050. If such corrected statement is filed and the administrator is satisfied with its accuracy, the existence of any underpayment or overpayment under this section shall be determined with reference to that corrected statement. If a taxpayer fails to file a corrected statement or the administrator is not satisfied with a corrected statement, the administrator may conduct an audit pursuant to subsection (A) of this section.

5.04.090 Determination of tax classification.

A. The determination of the class of business and the determination of the scope of each established business in which an applicant for a tax certificate is engaged for purposes of Chapter 5.06 BMC shall be a ministerial task of the administrator. The administrator may, at any time within one year after receiving a statement pursuant to BMC 5.04.050, correct the classification reported by a taxpayer and recalculate the tax due. The administrator shall then treat the results of this recalculation as the results of an audit.

B. In the event an applicant disagrees with the determination of the administrator as to the class of business in which the applicant is engaged, the applicant may file an application for reclassification with the administrator. This application shall set forth with specificity the facts upon which it is based. Upon receipt of a reclassification application, the administrator shall review the matter and either affirm the original classification or assign a new classification and shall notify the applicant of the decision in writing, which shall be final.

C. The administrator may refuse to accept an application for reclassification from an applicant who has applied for reclassification within the previous 12 months if the application fails to state material and relevant facts that were not and could not have been presented in the previous reclassification application.

5.04.100 Failure to file.

A. If a person fails to file a required application or statement or fails to file a corrected statement within 15 days of a demand by the administrator, the administrator may determine the amount of license tax due, using the information he or she is able to obtain.

B. When the administrator makes a determination under subsection (A) of this section, he or she shall give a notice of the amount of license tax due by serving it personally or by mail, postage prepaid, addressed to the taxpayer at his or her last known address.

C. Payment of the corrected tax shall be due within 15 days of the service or mailing of the notice pursuant to subsection (B) of this section.

5.04.110 Penalties for delinquency.

A. Upon a taxpayer's failure to pay the entire tax when due, the administrator shall add a penalty of the greater of $10.00 or 10 percent of the unpaid tax on the first day of each month following the month the tax was due; provided, however, no penalty shall be assessed in excess of 50 percent of the tax due.

For the purposes of this chapter, a payment made by mail shall be deemed received on the date of a postmark on the envelope in which the payment is received, or if payment is made by means other than U.S. mail, payment shall be deemed received on the date the payment is stamped "received" by the administrator or his or her designee.

B. On the first day of the month following the date on which the maximum penalty provided for in subsection (A) of this section has accrued, interest at the rate of one percent per month shall begin to accrue. Interest shall accrue at this rate on the amount of the unpaid tax, exclusive of penalties, for each month or portion of a month until the tax is paid.

5.04.120 Refunds.

No tax shall be refunded unless it is determined by the administrator that it has been paid in error, computed incorrectly, overpaid, or collected illegally. No refund shall be made unless a written request therefor is received by the administrator within one year of the payment of the tax.

5.04.130 Gross receipts confidential.

Information concerning gross receipts or operating costs furnished or secured pursuant to the provisions of this chapter shall be confidential, shall not be subject to public inspection, and shall not be made available to anyone not charged with the administration of this chapter.

5.04.140 Evidence of doing business.

The use of signs, circulars, cards or any other advertising media, including, without limitation, the use of telephone solicitation, or any other means by which a person may hold himself or herself out as, or represent that he or she is, doing business in the city, shall constitute evidence that a person is doing business in the city.

5.04.150 Constitutional apportionment.

A. If a person believes that the license tax, as applied to him or her, places an undue burden on interstate commerce or violates the due process or equal protection clauses of the United States or California Constitutions, he or she may apply to the administrator for an adjustment of the tax. Such adjustment shall be supported by a sworn statement setting forth the method of business and gross receipts calculations and such other information as the administrator may consider necessary to consider the claim.

B. The administrator shall review any application pursuant to subsection (A) of this section, and shall fix as the license tax an amount that is reasonable, nondiscriminatory and consistent with applicable law. The amount so fixed shall not exceed the amount that would otherwise be due pursuant to this chapter.

5.04.160 Apportionment guidelines and other regulations.

The administrator, in consultation with the city attorney, and subject to the approval of the city manager, may:

A. Promulgate guidelines for the apportionment of the gross receipts of businesses which operate both inside and outside the city to assist taxpayers in calculating the portion of their activities subject to the tax imposed by this chapter; and

B. Adopt any other rules or regulations necessary or desirable for the enforcement of this chapter.

Any apportionment guidelines or rules or regulations for the enforcement of this chapter shall be effective only after they have been published in the manner required for an ordinance of the city.

5.04.170 Misrepresentation of material fact.

It is a violation of this chapter punishable as a misdemeanor pursuant to BMC 1.08.010 to knowingly or intentionally misrepresent to any officer or employee of the city any material fact, relative to any tax imposed under the provisions of this chapter.

5.04.180 Civil debt.

The amount of tax, fee, penalty, or interest imposed by the provisions of this chapter shall be deemed a debt to the city. An action to recover such debt may be commenced in the name of the city in any court of competent jurisdiction.

5.04.190 Remedies cumulative.

The conviction and punishment of any person for failure to comply with the provisions of this chapter shall not relieve that person from paying any tax, fee, penalty, or interest due and unpaid at the time of such conviction, nor shall payment prevent prosecution of a violation of any provision of this chapter.

All remedies shall be cumulative, and the use of one or more remedies by the city to enforce this chapter shall not bar the use of any other remedy.

5.04.210 Cost recovery fee.

In addition to the license tax imposed pursuant to this title, the city council may, by resolution, establish and impose a fee, to be collected with the license tax, to recover the city's costs of implementing the requirements of this title, including the costs of compliance and audit programs. The anticipated proceeds of such fee shall not exceed the city's actual or expected implementation costs.

5.04.220 Revocation or suspension - Grounds.

The administrator may revoke or suspend a license granted under this chapter for any of the following reasons:

A. A false statement in the application;

B. Failure to comply with a regulatory provision in the statutes of the state or the ordinances of the city;

C. Failure to operate the business in an orderly and business-like manner in obedience to orders, rules and regulations applicable to it;

D. Conducting business in an illegal, improper or disorderly manner, or in a manner which endangers the public welfare.

5.04.290 Revocation or suspension - Procedure.

A. Authority of Administrator. The collector shall give the licensee written notice of the grounds for revocation or suspension. The notice shall specify a time and place of hearing, and shall be given at least five days before the time of the hearing. The licensee shall show cause why his license should not be revoked or suspended.

B. Appeal to Council. The licensee may appeal the decision of the administrator to the council in accordance with Chapter 1.44 BMC.

C. Failure to Appeal. If the licensee does not appeal, the decision of the administrator is final and conclusive on expiration of the time fixed for appeal.

Chapter 5.06

BUSINESS LICENSE TAX RATES

Sections:

5.06.010 Definitions.

5.06.020 Total tax due.

~~5.06.030 Personnel tax.~~

~~5.06.040 Multifamily residential rental tax.~~

5.06.030~~050~~ Gross receipts tax.

~~**5.06.060 Alternate license tax for solicitors, farmer's market vendors and street fair participants.**~~

~~**5.06.070 Inflation adjustment.**~~

5.06.010 Definitions.

Except where indicated to the contrary or where the context clearly requires to the contrary, all terms used in this chapter shall have the meanings given in Chapter 5.04 BMC, as supplemented below.

A. "License tax classification" means each type of business for which a different tax rate is established in BMC chapters 5.04 and 5.06, including:

1. "Contractor" means each business engaged in the construction or repair of any building, structure, or physical improvement to land, including any business licensed as a contractor by the State of California, and including any business undertaking or causing to be undertaken any development, improvement, alteration, demolition, or excavation of land; however, excluding any business with a professional license (such as an engineer or architect). Examples include but are not limited to grading, landscaping, construction, plumbing, or HVAC.

2. "General/Retail" means each business engaged in retail and other general businesses including, but not limited to, sale of goods, wares, merchandise, grocers, restaurants, peddlers, solicitors, or cannabis businesses.

~~1.~~3. "Industrial" means each businesses primarily engaged in manufacturing, fabrication, processing, warehousing, wholesaling, or distribution activities that support the production, storage, and movement of goods, typically operating in dedicated industrial facilities with limited or no direct retail interaction with the public. Industrial shall include any business characterized as "Heavy Industry" such as businesses engaged in large-scale manufacturing, processing, or material transformation that require significant fixed infrastructure, specialized equipment, and high energy or resource inputs. These operations typically involve bulk materials (e.g., metals, chemicals, aggregates) and generate substantial economic output relative to footprint.

~~2.~~4. “Marine Terminal” means each business primarily engaged in operating waterfront terminal facilities, including cargo terminals, for the receipt, transfer, handling, loading, unloading, storage, or temporary storage of waterborne cargo, containerized cargo, bulk commodities, or petroleum products between vessels and landside transportation or distribution systems, including related stevedoring, marine cargo handling, intermodal transfer, bulk liquid transfer, tank storage, and terminal pipeline activities. “Marine Terminal” may include: facilities engaged in petroleum bulk storage or petroleum product distribution where such activities are conducted as part of terminal operations; and/or establishments primarily engaged in operating ports, harbors (including docking and pier facilities), or canals; and/or establishments operating as import or distribution (or both) terminals for automobiles or other goods; and/or establishments offering comprehensive logistic services and supply chain services for auto processing involving use of marine facilities. “Marine Terminal” does not include businesses primarily engaged in manufacturing, fabrication, or industrial processing, which shall be classified as “industrial.”

5. “Petroleum” means each business engaged in the production, refining, transportation, wholesale distribution, or retail sale of petroleum and petroleum-based products, including fuels, lubricants, and related energy commodities. These activities typically involve capital-intensive infrastructure, regulated handling and storage of hazardous materials, and revenue streams driven by high transaction volumes and commodity price volatility.

6. “Professional” means each business engaged in a professional or para-professional advanced services that requires rigorous training through higher education or vocational institutions that certify the complete acquisition of skills and the ability to provide such professional or para-professional services. This also includes businesses that can be considered para-professional or "advanced services," such as those in the research and development and scientific fields. Examples include, but are not limited to the practice of law, medicine (including physician, surgeon, chiropodist, dentist, ophthalmologist, optometrist, osteopathic, podiatrist), acupuncturist, chiropractor, dental technician, laboratory technician, massage establishments and technicians, pharmacist, physiotherapist, physical therapist, radiologist, scientist, speech therapist, mortician, undertaker, psychologist, psychotherapist, marriage counselors, veterinarian, accountant, bookkeepers, income tax consultants, income tax preparers, licensed financial planner, licensed investment counselor, stock/bond or security agent or broker, appraiser, architect, engineer (including civil, mechanical, electrical, industrial, surveyor, geologist, or other class of engineer), real estate agent, real estate broker, real estate sales, real estate management, property management, or developer.

7. “Property rental” means each business that leases, rents, or provides use of real property to another individual or entity for compensation. Examples include, but are not limited to, commercial leasing, residential rental, parcel leasing, hoteliers, or short-term renters of residential property.

8. “Services” means each business engaged in providing or offering services that do not meet the definition of any other classification set forth in this section, generally including those services that require minimal to no higher education or training. Examples include, but are not limited to, hair stylists, nail and skin care services, salons, clothing and shoe services (e.g., laundries, cleaners), photography, recreation, entertainment, theaters, amusement, athletic or sporting facilities, billiards, bowling, or

golfing facilities.
9. “Exempt” means a business that is exempt as defined by BMC 5.04.030.

5.06.020 Total tax due.

~~Except as otherwise provided in BMC 5.06.060, t~~The amount of the license tax owed by a taxpayer ~~due~~ pursuant to BMC 5.04.030 with respect to any business activity within the city shall be determined in accordance with this chapter 5.06.~~the sum of:~~

~~A. The personnel tax imposed by BMC 5.06.030;~~

~~B. The multifamily residential rental tax imposed by BMC 5.06.040; and~~

~~C. The gross receipts tax imposed by BMC 5.06.050.~~

~~The requirements of this chapter shall apply only to persons required to pay a license tax pursuant to BMC 5.04.030.~~

~~**5.06.030 Personnel tax.**~~

~~B. Each person who employs or compensates another shall pay an annual personnel tax of $7.50 for each person he or she employs or compensates.~~

~~C. For purposes of this section, persons deemed to be employed or compensated by a person subject to the license tax include:~~

~~0. Employees to whom the person subject to the license tax pays wages reportable on Internal Revenue Service Form W-2 or its successor; and~~

~~0. Other persons to whom the person subject to the license tax pays compensation, but only if (a) the person subject to the license tax is obligated to report such compensation in Box 7 of Internal Revenue Service Form 1099-MISC, as that form existed in November 2004, and (b) the person receiving compensation had not been issued a business license tax certificate by the city valid during the period for which compensation was paid.~~

~~I. If a person subject to the personnel tax imposed under this section employed~~

~~or compensated one or more persons for fewer than 2,000 hours of services in the calendar year prior to the year in which the tax is due, then that taxpayer shall pay the tax due under this section with respect to that person or those persons in the amount of $7.50 multiplied by a fraction, the numerator of which is the number of hours of service performed by all such persons in the calendar year prior to the year in which the tax is due, and the denominator of which is 2,000 hours.~~

~~5.06.040 Multifamily residential rental tax.~~

~~L. This section shall apply to persons engaging in the business of renting or leasing multifamily property in the city for residential tenancies of 30 or more days. Persons engaging in this type of business are not subject to a gross receipts calculation pursuant to BMC 5.06.050 or a personnel tax pursuant to BMC 5.06.030. The record owner of a property that is rented or leased for such tenancies shall be presumed to be the person renting or leasing the property and liable for the tax due under this section unless that record owner demonstrates to the satisfaction of the administrator that some other person is engaged in the business of renting or leasing a particular property, in which case that other person shall be liable for the tax due under this section as to that property.~~

~~N. Each person subject to this section shall pay a multifamily residential rental tax of $36.00 for each rental unit for which that person receives any rent during the calendar year prior to the year in which the tax is due.~~

~~P. Notwithstanding the provisions of subsection (B) of this section, no multifamily residential rental tax shall be due with respect to any rental unit that the person subject to this section can establish, in a manner satisfactory to the administrator:~~

~~0. To be a rental unit located in a building containing three or fewer other such rental units; or~~
~~0. To have been occupied for at least half of the period during which it was rented to any tenant in the calendar year prior to the year in which the tax is due by:~~

~~a. A head of household who is 65 years of age or older; or~~

~~b. A "lower income household" as that term is defined in Section 50075.9 of the California Health and Safety Code, as it now exists or may hereafter be amended.~~

~~Y. A person who is subject to the multifamily residential rental tax shall not be subject to the gross receipts tax imposed pursuant to BMC 5.06.050 with respect to gross receipts derived from the rental or leasing of residential rental units in the city. (Ord. 04-10 § 1).~~

5.06.030~~050~~ Gross receipts tax.

The license tax owed for each established business shall be calculated based on the gross receipts in the taxable calendar year (i.e., the calendar year prior to the February 1st on which the tax is due, pursuant to BMC 5.04.030).

A. The license tax owed for any business classified as a contractor ~~Any person who engages in the business of providing professional services~~ shall be ~~pay a gross receipts tax of~~ $0.75 per $1,000 of gross receipts received in the taxable calendar year. ~~prior to the year in which the tax is due, but not less than $75.00 per year~~.

B. The license tax owed for any business classified as general/retail ~~Any person who engages in the business of retailing, operating a hotel or motel, or providing services (other than professional services) to the general public~~ shall be ~~pay a gross receipts tax of~~ $0.25~~65~~ per $1,000 of gross receipts received in the taxable calendar year. ~~prior to the year in which the tax is due, but not less than $65.00 per year.~~

C. The license tax owed for any business classified as industrial shall be $1.00 per $1,000 of gross receipts received in the taxable calendar year.

D. The license tax owed for any business classified as marine terminal shall be $3.00 per $100 of gross receipts received in the taxable calendar year. Thus, $30 per $1,000 of gross receipts equals $3.00 per $100 of gross receipts.

E. The license tax owed for any business classified as petroleum shall be $1.25

per $1,000 of gross receipts received in the taxable calendar year.

F. The license tax owed for any business classified as professional shall be $1.00 per $1,000 of gross receipts received in the taxable calendar year.

G. The license tax owed for any business classified as property rental shall be $1.00 per $1,000 of gross receipts received in the taxable calendar year.

H. The license tax owed for any business classified as services shall be $0.75 per $1,000 of gross receipts received in the taxable calendar year.

I. To the extent that any business is classified as exempt, the license tax owed shall be $0.00 per $1,000 of gross receipts received in the taxable calendar year.

~~B.~~

~~Any person who engages in any business other than a business specified in subsections (A) and~~

~~D.~~

~~(B) of this section shall pay a gross receipts tax of $0.55 per $1,000 of gross receipts received in the calendar year prior to the year in which the tax is due, but not less than $55.00 per year.~~

J. Notwithstanding the calculation of the license tax based on gross receipts, as set forth in BMC 5.06.040, ~~T~~the maximum ~~gross receipts~~ license tax that any person shall be required to pay pursuant to this section with respect to any calendar year shall be $1,500~~450.00~~ per established business~~.~~, subject to the following exception and adjustments. To the extent the maximum license tax is increased for any January 1, it shall apply to taxable activity in that calendar year.

1) As an exception, the maximum license tax set forth in this subsection 5.06.030(J) shall not apply to any business classified as marine terminal.

~~1)~~2) The $1,500 maximum license tax shall be increased by 10% effective January 1, 2028. Thereafter, the maximum license tax shall be increased by 10% each January 1 until the maximum license tax reaches the amount of $25,000.

K. Beginning December 15, 2027, and by each December 15 thereafter, the administrator shall publish the adjusted maximum license tax that will be in effect the following January 1. The publication shall be made in the manner required for publication of ordinances of the city.

L. The city council may, by resolution, suspend or reduce the amount of the license tax owed in accordance with this chapter; provided, however, city council may also by resolution reinstate the license tax owed under this chapter in an amount that does not exceed the maximum amounts that could be calculated under this BMC 5.06.030. The city council may amend this chapter by ordinance and without voter approval; provided that voter approval shall be required for any increase to the amount of the license tax imposed in accordance with this chapter. ~~the effectiveness of all or part of one or more such adjustments for such period or periods as it may determine. However, such suspension shall not be taken into account by the administrator when making the calculations required by this section.~~ The expiration or termination of any such suspension shall not require voter approval; provided, that the tax is not imposed on any person in an amount in excess of the inflation-adjusted rates or amounts authorized by this chapter.

~~E.~~

~~5.06.060 Alternate license tax for solicitors, farmer's market vendors and street fair participants.~~

~~A. The license tax due pursuant to BMC 5.06.020 with respect to a person engaged in the business of soliciting in the city shall be $15.00 for each day that the person engages in soliciting and shall be payable monthly beginning on the first date in each calendar year in which that person conducts business in the city.~~

~~B. The license tax due pursuant to BMC 5.06.020 with respect to a person engaged in the business of vending at a farmer's market in the city shall be $15.00 per year and shall be payable five days before~~

~~the beginning of business and shall be remitted on behalf of the licensee by the sponsor of the farmer's market.~~

~~C. The license tax due pursuant to BMC 5.06.020 with respect to a person engaged in the business of participating in a street or community fair shall be $15.00 per street or community fair and shall be payable before the commencement of business and shall be remitted on behalf of the licensee by the sponsor of the street or community fair. If a street or community fair lasts for more than three consecutive days, the tax shall be due for each whole or partial three-consecutive-day period during which a person engages in business in the city.~~

~~**5.06.070 Inflation adjustment.**~~

~~By November 30th of each year, beginning in 2005, the administrator shall adjust in the manner required by this section each of the following tax rates or amounts, and those adjusted rates or amounts shall~~

~~A. be used in calculating taxes due in the following calendar year:~~

~~1. The rate of the personnel tax set forth in BMC 5.06.030;~~

~~2. The rate of the residential rental tax set forth in BMC 5.06.040;~~

~~3. The maximum gross receipts tax amount set forth in BMC 5.06.050(0); and~~

~~4. Each of the license tax rates and amounts set forth in BMC 5.06.060.~~

~~B. Each rate or amount shall be adjusted for inflation by multiplying the then-effective rate by the lower of:~~

> ~~1. The annual increase in the Consumer Price Index for All Urban Consumers, San Francisco Bay Area (or any successor to that index) for the most recent 12 months for which data have been published when the adjustment is calculated; or~~

~~2. The average annual increase in the Consumer Price Index for All Urban Consumers, San Francisco Bay Area (or any successor to that index) over the five most recent 12-month periods for which data have been published when this calculation is made.~~

~~C.~~

~~D.~~ ~~The city council may, by resolution, suspend the effectiveness of all or part of one or more such adjustments for such period or periods as it may determine. However, such suspension shall not be taken into account by the administrator when making the calculations required by this section. The expiration or termination of any such suspension shall not require voter approval; provided, that the tax is not imposed on any person in an amount in excess of the inflation-adjusted rates or amounts authorized by this chapter.~~

AGENDA ITEM
CITY COUNCIL MEETING DATE – JULY 21, 2026
CONSENT CALENDAR

TO	**:**	City Council
FROM	**:**	City Clerk
SUBJECT	**:**	**RESOLUTION PROVIDING FOR AND REQUESTING THE SOLANO COUNTY BOARD OF SUPERVISORS TO PERMIT THE REGISTRAR OF VOTERS TO PROVIDE SPECIFIED SERVICES IN CONNECTION WITH THE GENERAL MUNICIPAL ELECTION TO BE HELD NOVEMBER 3, 2026**

EXECUTIVE SUMMARY:
The proposed resolution, providing for and requesting the Board of Supervisors to permit the Registrar of Voters to provide specified services in connection with the General Municipal Election to be held November 3, 2026, is required pursuant to Elections Code Section 10002.

RECOMMENDATION:
Move to adopt the resolution (Attachment 1), which will enable the City of Benicia to obtain the services of the Registrar of Voters office for the November 3, 2026, Election.

BUDGET INFORMATION:
The Solano County Registrar of Voters has provided an estimate of $116,023 for the November 3, 2026, General Municipal Election. The County has published an estimate of $5.75/registered voter for all countywide elections, which includes an additional $0.25 per voter cost for each measure placed on the ballot (3). Currently, the City of Benicia has approximately 20,178 registered voters. The projected cost of the election includes the waiving of the candidate filing fee of $400.00.

BACKGROUND:
The proposed resolution would provide for and request the Board of Supervisors of the County of Solano to permit the Registrar of Voters to provide the following services to the City of Benicia in connection with the General Municipal Election to be held November 3, 2026:

a) Precinct consolidation, establishment of polling places, securing election officers, and preparing and mailing notices of appointment;

b) Printing sample ballots, sample ballot envelopes, ballot measures, polling place cards, ballot arguments and mailing to registered voters;

c) Printing of official ballots;

d) Purchase precinct supplies and absent voter supplies;

e) Provide for absentee voting at Office of Registrar of Voters, Election Division;

f) Cartage of voting booths, ballots, ballot boxes and precinct supplies to precincts;

g) Supervision and conduct of election;

h) Tabulation of votes;

i) Canvass the returns;

j) Consolidate with any other election to be held on that date; and

k) All things necessary or incidental to the above functions as may be requested from time to time by the City Clerk or as necessary to conduct the election in accordance with the Elections Code

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

NEXT STEPS:
N/A

ALTERNATIVE ACTIONS:
None.

CEQA Analysis	The proposed resolution, which relates to the General Municipal Election, is exempt from CEQA as it is not a project as defined in CEQA Guidelines Section 15378. The proposed action will not result in direct or indirect physical changes in the environment.

ATTACHMENTS:
1. Resolution – Consolidation of the 2026 General Municipal Election
2. Registrar of Voters Fee Schedule

For more information contact: Lisa Wolfe, City Clerk
Phone: 707-746-4200
E-mail: lwolfe@ci.benicia.ca.us

RESOLUTION NO. 26-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA PROVIDING FOR AND REQUESTING THE SOLANO COUNTY BOARD OF SUPERVISORS TO PERMIT THE GENERAL MUNICIPAL ELECTION TO BE HELD NOVEMBER 3, 2026

WHEREAS, pursuant to Elections Code Section 10002, the Board of Supervisors of the County of Solano is hereby requested to permit the Registrar of Voters to provide the following services to the City of Benicia in connection with the conduct of the General Municipal Election to be held in the City of Benicia on November 3, 2026:

a) Precinct consolidation, establishment of polling places, securing election officers, and preparing and mailing notices of appointment;

b) Printing sample ballots, sample ballot envelopes, ballot measures, polling place cards, ballot arguments and mailing to registered voters;

c) Printing of official ballots;

d) Purchase precinct supplies and vote-by-mail voter supplies;

e) Provide for vote-by-mail voting at Office of Registrar of Voters, Election Division;

f) Cartage of voting booths, ballots, ballot boxes and precinct supplies to precincts;

g) Supervision and conduct of election;

h) Tabulation of votes;

i) Canvass the returns;

j) Consolidate with any other election to be held on that date; and

k) All things necessary or incidental to the above functions as may be requested from time to time by the City Clerk or as necessary to conduct the election in accordance with the Elections Code; and

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

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Benicia requests the Board of Supervisors permit the Registrar of Voters to provide specified services for a General Municipal Election to be held November 3, 2026.

*****

On motion of Council Member , seconded by Council Member , the above Resolution was adopted by the City Council of the City of Benicia at a regular meeting of said Council held on the 21st day of July 2026 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

____

Steve Young, Mayor

Attest:

____

Lisa Wolfe, City Clerk

____

Date

Fee Schedule*

Effective July 1, 2025 - June 30, 2026

REPORTS	
Custom Reports/Files	Actual Costs - $51.62 per 1/4 hour
Voter File - Countywide (pre-made)	$15.00, $15 for county-issued flash drive
Vote-by-Mail Voters File Subscription	$338.27
Walking List (printed)	$.50 per thousand names

GENERAL	
Certified Copy of Affidavit (Includes verification of voter look-up)	$1.50
Copies (County Standard Rate)	$.42 first page, $.21 each additional page
FPPC and Campaign Statement Copies	$.10 per page
FPPC and Campaign Statement Copies (5 years or older)	$5.00 retrieval fee plus $.10 per page
Research of Records	$51.60 per 1/4 hour plus copy costs

MAPS	
All production maps excluding Fairfield/Suisun	$100.00
Production Map - Fairfield/Suisun	$250.00
Custom Maps	$51.62 per 1/4 hour plus direct material cost

ELECTION	
Deposit to conduct Special Election	$4.00 per registered voter
Notice of Intent to Circulate Petition	$200.00
Staff Time Billable Hourly Rate - Election Support	Employee weighted hourly rate + 99.33% overhead
Election Cost Estimates (Cost per voter)	General Election $5.00 Primary Election $7.00 Stand-alone mail ballot election $10.00 Stand-alone precinct election $15.00

AGENDA ITEM
CITY COUNCIL MEETING DATE – JULY 21, 2026
BUSINESS ITEM

TO : City Council

FROM : City Clerk

SUBJECT : **RESOLUTION CALLING FOR THE GENERAL MUNICIPAL ELECTION ON NOVEMBER 3, 2026, AND FEES RELATED TO THAT ELECTION**

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

RECOMMENDATION:
Move to adopt the resolution (Attachment 1), calling and giving notice of the General Municipal Election to be held Tuesday, November 3, 2026, and waiving the fees to the candidates for publication of their statements.

BUDGET INFORMATION:
The Solano County Registrar of Voters has provided an estimate for the election at $116,023.00. The County has published an estimated cost of $5.75 per registered voter for all County elections, which includes a $0.25 fee for each measure placed on the ballot. The projected cost of the election includes the waiving of the candidate filing fee of $400 per candidate – estimated at $1,600 for approximately 4 candidates. Per BMC 1.36.040 (d) (1)(2), if the candidate agrees to voluntarily endorse, subscribe to and solemnly pledge to conduct their campaign in accordance with the current version of the Benicia Code of Fair Campaign Practices; 1) The cost for setup and printing of each candidate's statement will be borne by the City; and 2) The cost of printing the statement of qualifications in English and inspection costs to determine the accuracy and legal form of the nomination papers shall be borne by the City. Candidates who do not sign the Voluntary Code of Fair Campaign Practices are responsible for the above costs.

The current FY 2026-2027 elections code budget has sufficient funds to cover the cost of the election.

Historically, the election cost has been lower than estimated, with an average cost between $60,000-$70,000.

BACKGROUND:
State law establishes the procedures and requirements for conducting elections. On November 3, 2026, the City will hold a General Municipal Election to fill two expiring City Council seats (each for a four-year term.), Measure X 'Benicia' Business License Modernization', Measure Y 'Protecting Benicia's Future – Part 1 – Limited Charter' and Measure Z 'Protecting Benicia's Future – Part 2 – Real Property Transfer Tax'. The nomination period for candidates is from July 13, 2026 through August 7, 2026. If an incumbent does not file by August 7, 2026, the nomination period is extended for non-incumbents to August 12, 2026.

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

ALTERNATIVE ACTIONS:
None.

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

ATTACHMENT:
1. Resolution – Calling for 2026 General Municipal Election

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

RESOLUTION NO. 26-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA CALLING AND GIVING NOTICE OF THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2026, FOR THE ELECTION OF TWO (2) CITY COUNCIL MEMBERS, MEASURE X 'BENICIA BUSINESS LICENSE MODERNIZATION', MEASURE Y 'PROTECTING BENICIA'S FUTURE – PART 1 – LIMITED CHARTER', AND MEASURE Z 'PROTECTING BENICIA'S FUTURE – PART 2 – REAL PROPERTY TRANSFER TAX', AND AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES AND WAIVING THE FEES FOR CANDIDATES IF CANDIDATE SIGNS THE VOLUNTARY CODE OF FAIR CAMPAIGN PRACTICES

WHEREAS, under the provisions of the laws relating to general law cities in the State of California, a Presidential General Election shall be held on the 3rd day of November 2026 for the election of two (2) City Council Members, and Measures X, Y, and Z; and

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

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

1. Pursuant to the requirements of the laws of the State of California relating to general law cities within the State, there shall be, and there is hereby called and ordered held in the City of Benicia, on the 3rd day of November 2026, a General Municipal Election of the qualified electors of the City for the purpose of electing two (2) City Council Members, and Measures X, Y, and Z.

2. Per BMC 1.36.040 (d) (1) (2), if the candidate agrees to voluntarily endorse, subscribe to and solemnly pledge to conduct their campaign in accordance with the current version of the Benicia Code of Fair Campaign Practices; 1) The cost for setup and printing of each candidate's statement will be borne by the City; and 2) The cost of printing the statement of qualifications in English and inspection costs to determine the accuracy and legal form of the nomination papers shall be borne by the City. Candidates who do not sign the Voluntary Code of Fair Campaign Practices are responsible for the above costs.

3. The polls will be open between the hours of 7:00 a.m. and 8:00 p.m.

BE IT FURTHER RESOLVED that there are sufficient funds in the FY 2026-27 in the election services budget.

*****

On motion of Council Member , seconded by Council Member , the above Resolution was adopted by the City Council of the City of Benicia at a regular meeting of said Council held on 21st day of July 2026 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Steve Young, Mayor

Attest:

Lisa Wolfe, City Clerk

Date

AGENDA ITEM
CITY COUNCIL MEETING DATE – JULY 21, 2026
BUSINESS ITEM

THE CITY OF BENICIA CALIFORNIA

TO : City Manager

FROM : Assistant City Manager

SUBJECT : **ZONING AMENDMENTS – COMMERCIAL RECREATION AND OUTDOOR FOOD SERVICE**

EXECUTIVE SUMMARY:
The proposed amendments would update zoning regulations (Title 17) to conditionally permit certain indoor commercial recreation activities within single tenant buildings in specified areas of the Limited Industrial (IL) district and allow outdoor dining in the Mixed Use – Infill (MU-I) district.

RECOMMENDATION:
Conduct a public hearing and take the following action:

1. Move to waive the first reading, read by title only, and introduce an Ordinance (Attachment 1) amending the Benicia Municipal Code (BMC).

BUDGET INFORMATION:
The proposed text amendments would not directly affect the City's budget. However, as the amendments directly implement the Benicia Resiliency Plan, they are intended to support existing and new business activities that may have a positive impact on additional future revenue.

BACKGROUND:
The proposed project includes two independent amendments to the City's Zoning Ordinance (Benicia Municipal Code Title 17). One, an amendment that would modify regulations for indoor commercial recreation in the IL (Limited Industrial) district, is a cleanup item. In 2025, the City adopted comprehensive amendments to streamline and update the City's zoning regulations. These amendments followed earlier discussion and direction from the Economic Development Board and the Planning Commission. When the Planning Commission made final recommendation to the City Council, the staff report for the item outlined amendments for indoor commercial recreation in Industrial zones, including the IL district. In an oversight, however, the final ordinance implementing the amendments did not include them. The proposed ordinance with this report makes the amendments that were not included.

The other proposed amendment would allow outdoor food service in the Mixed Use – Infill district. Staff proposes this amendment to add a vibrant activity in a zoning district in an area adjacent to downtown and two of the city's shopping centers, which is envisioned as a pedestrian-friendly, active district. Several restaurants and coffee shops in the district informally have outdoor seating. The proposed amendments would create a pathway to formally allow this common activity as an ancillary use.

Planning Commission Public Hearing
The Planning Commission conducted a public hearing to consider the proposed amendments on June 11, 2026 (see staff report, Attachment 2). Following a staff presentation, no members of the public offered comment. Planning Commissioner discussion focused on two issues: 1) the proposed limits of indoor recreation to just three activities (sports training, archery, and shooting galleries) and 2) the proposed restriction on these activities to single-tenant buildings. Staff provided clarification about the broad range of commercial recreation uses that are permitted in commercial locations, as compared to more limited uses in the industrial area. At the conclusion of public comment and after brief discussion, the Planning Commission adopted a resolution recommending approval of the proposed amendments (see Resolution No. 26-2, Attachment 3 and draft minutes, Attachment 4), with one modification: to allow indoor commercial recreation uses in *multi-tenant* buildings where any other tenants are not engaged in industrial uses.

The Planning Commission's recommendation is noted in this report and included in the attached Resolution No. 26-2, but is not incorporated in the draft ordinance. The current and proposed limitation for indoor commercial recreation uses to only be allowed in *single-tenant* industrial building is based on the fact that many industrial uses are permitted by-right in the industrial districts, including uses with hazardous, noxious and flammable materials. Certain industrial uses and activity, including the use of heavy equipment within shared parking and drive aisle areas, can present safety and use compatibility issues for recreation businesses, particularly those serving children. Physical separation as a zoning requirement is a key mechanism would be available to manage these considerations.

Proposed Amendments
The project would make two amendments to the BMC:

- **"Commercial Recreation – Indoor" land use within industrial zones**: Currently, these activities are conditionally permitted in certain locations within the General Industrial zoning district. The amendment would expand the conditionally permitted locations to include the IL District. The amendment includes three limitations for indoor commercial recreation uses. First, consistent with direction given for zoning amendments in 2025, the changes would be limited certain locations within the IL zone. Specifically, the proposed amendment would conditionally-permit commercial recreation in the IL zone within buildings fronting along Goodyear Road and Gateway Plaza Drive. Also consistent with directions given in 2025, uses would be limited to a subset of indoor commercial recreation activities, specifically: sports training, archery, and shooting galleries.

Finally, as discussed above, indoor commercial recreation uses would only be allowed in single-tenant buildings.

- **Outdoor food service**: Outdoor food service, accessory to an eating and drinking establishment would be permitted in the MU-I zoning district. This district is located in three areas. Two are adjacent to downtown: 1) the Solano Square shopping center at the north end of downtown, and 2) various properties generally along 5th Street and Military East, north of East K Street identified in the General Plan as the Eastern Gateway Priority Development Area. The third comprises the Southamption shopping center on the north side of I-780. Existing language in the zoning ordinance makes clear that outdoor facility regulations are intended to apply to mixed use areas. No further regulations are proposed, however. This amendment provides clarity on that matter, allowing an appropriate outdoor activity in a zoning district that is intended to be vibrant.

Proposed amendments to the BMC are depicted in markup in the draft ordinance, included with this report as Attachment 1. A Zoning Map is provided for reference as Attachment 5.

NEXT STEPS:
A second reading and adoption of the amendment to the BMC is scheduled for August 4 2026. If adopted at the second reading, the BMC amendments would become effective 30 days after adoption.

ALTERNATIVE ACTIONS:
The Council may choose not to adopt the amendments or provide alternate direction.

CEQA Analysis	This project is categorically exempt pursuant to the California Environmental Quality Act (CEQA) Guidelines Sections 15061(b)(3), 15301, and 15305 which apply to existing facilities and minor alterations to land use limitations, and applies the common-sense exemption; the proposed amendments constitute minor changes to streamline existing regulations and processes, and on their own do not have the potential to result in significant environmental impacts.

ATTACHMENTS:
1. Draft Ordinance amending the Benicia Municipal Code
2. Planning Commission Staff Report (without attachments), June 11, 2026
3. Planning Commission Resolution No. 26-2 with Exhibit A
4. Draft Planning Commission Meeting Minutes, June 11, 2026
5. Zoning Map

For more information contact: Suzanne Thorsen, AICP, Assistant City Manager/Development Services Director
Phone: 707-746-4280
E-mail: sthorsen@ci.benicia.ca.us

CITY OF BENICIA

ORDINANCE NO. 26-___

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BENICIA AMENDING CHAPTERS 17.32 (INDUSTRIAL DISTRICTS) AND 17.70 (GENERAL REGULATIONS) OF TITLE 17 (ZONING) OF THE BENICIA MUNICIPAL CODE TO CLARIFY AND UPDATE REGULATIONS REGARDING INDOOR COMMERCIAL RECREATION IN INDUSTIAL ZONING DISTRICTS AND OUTDOOR FOOD SERVICE IN THE MIXED USE – INFILL ZONING DISTRICT

WHEREAS, the City of Benicia recognizes the need to update regulations within its Zoning Ordinance to facilitate effective administration of its regulations and support the attraction, establishment and expansion to meet the community's needs; and

WHEREAS, certain clean-up amendments are warranted to improve internal consistency within the Benicia Municipal Code (BMC) and to promote clarity for all users and

WHEREAS, minor amendments to land use permissions are warranted to facilitate attraction of uses that meet the community's needs; and

WHEREAS, the Planning Commission conducted a duly noticed public hearing at a regular meeting on June 11, 2026, and recommended approval of the Zoning Ordinance amending Chapters of the BMC Title 17; and

WHEREAS, the City Council finds that amendments to the aforementioned zoning regulations would implement the City's objectives for economic resiliency; and

WHEREAS, pursuant to BMC section 17.120.40 (Public hearing scope and notice) and California Government Code Section 65091 (Notification Procedures), notice of the public hearing for the proposed amendments was duly published in the Benicia Herald, a newspaper of general circulation, and displayed at City Hall on July ___, 2026; and

WHEREAS, pursuant to the California Environmental Quality Act (CEQA), the City Council finds this project to be categorically exempt pursuant to CEQA Guidelines Sections 15061(b)(3), 15301, and 15305 which apply to existing facilities and minor alterations to land use limitations, and apply the common sense exemption; the proposed zoning amendments constitute minor changes to streamline existing regulations and processes and minor adjustments to permitted land uses, and on their own do not have the potential to result in significant environmental impacts; and

WHEREAS, the City Council of the City of Benicia conducted a duly and properly noticed public hearing to take public testimony and consider this Ordinance.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Benicia does hereby find that the proposed zoning text amendments are consistent with the purposes of BMC Titles 2 and 17, and the following goals, policies, and programs of the Benicia General Plan:

- Goal 2.5: Facilitate and encourage new uses and development which provide substantial and sustainable fiscal and economic benefits to the City and the community while maintaining health, safety, and quality of life. These amendments further Goal 2.5 because it broadens the potential land uses in a way that could encourage new development that is compatible with the existing community.

- Goal 2.12: Strengthen the Downtown as the City's central commercial zone.

  - Policy 2.12.3: Seek to make Downtown a thriving and vigorous community center offering a variety of activities and attractions for residents and visitors.

  - Program 2.12.I: Work with existing restaurants and cafes to provide sidewalk food service where the service will not impede pedestrian flow and where adequate sidewalk space exists.

- Goal 2.13: Support the viability of existing commercial centers.

- Goal 2.14: Establish a mixed-use activity center with new multifamily housing and commercial uses in the Eastern Gateway Area.

  - Policy 2.14.4: Increase outdoor amenities and open space in the Eastern Gateway Area

  - Program 2.14.G: Encourage applicants to incorporate enhanced landscaping, courtyards, outdoor seating, and green infrastructure features into proposed projects

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

<u>Section 1.</u>

Section 17.32.020 (IL, IG, IW and IP districts – Land use regulations) of Chapter 17.32 (Industrial Districts) of Title 17 (Zoning) of the Benicia Municipal Code is hereby amended to modify the land use regulations table and additional regulations as follows:

IL, IG, IW, and IP Districts: Land Use Regulations

P – Permitted
U – Use Permit
L – Limited (See "Additional Use Regulations")
– – Not Permitted

	IL	IG	IW	IP	Additional Regulations
Residential					
Work/Live Quarters	U	–	–	–	L-1
Public and Semipublic					
Adult Day Health Care	U	U	–	U	L-1, L-2
Clubs and Lodges	P	P	–	P	L-1, L-3
Cultural Institutions	U	U	–	U	L-1
Day Care, General	U	U	–	U	L-1, L-2
Government Offices	U	U	U	U	L-1
Heliports	U	U	U	U	L-1, L-4
Maintenance and Service Facilities	P	P	P	–	L-1
Public Safety Facilities	P	P	P	P	L-5
Religious Assembly	U	U	–	U	L-1 L-6
Utilities, Major	U	U	U	U	L-1
Waste Facility	–	U	–	–	L-1
Utilities, Minor	P	P	P	P	L-1
Commercial Uses					
Adult Business	P	P	–	P	(A)
Ambulance Services	P	P	–	P	
Animal Sales and Services					
Animal Boarding	P	–	–	–	L-5
Animal Hospitals	P	P	–	–	L-5
Artists' Studios	P	–	–	P	L-5
Banks and Savings and Loans	P	P	–	P	L-7
Building Materials and Services	P	P	P	P	L-5, L-8
Cannabis Retail Operation	–	–	–	–	(B)
Catering Services	P	P	–	P	

IL, IG, IW, and IP Districts: Land Use Regulations

P – Permitted
U – Use Permit
L – Limited (See "Additional Use Regulations")
– – Not Permitted

	IL	IG	IW	IP	Additional Regulations
Commercial Recreation and Entertainment, Indoor	~~–~~U	U	–	-	L-9
Commercial Filming	P	P	P	P	L-5
Communication Facilities	P	P	P	P	
Eating and Drinking Establishments	P	P	P	P	L-10
Mobile Food Vending	P	P	P	P	(C)
With Wine and Beer Service	P	P	P	P	L-10
With Full Alcoholic Beverage Service	P	P	P	P	L-10, L-11
Food and Beverage Sales	P	P	–	P	L-12, L-13
Funeral and Interment Services	P	–	–	–	L-14
Health/Fitness Facility	P	U	–	–	L-15
Horticulture, Limited	P	P	–	–	
Laboratories	P	P	–	P	
Maintenance and Repair Services	P	P	P	P	L-8
Marine Sales and Services	–	–	P	–	
Nurseries	P	P	–	U	
Offices, Business and Professional	–	–	–	P	L-16
Personal Improvement Services	P	P	–	P	L-17
Personal Services	P	P	–	P	L-18
Research and Development Services	P	P	P	P	L-8
Vehicle/Equipment Sales and Services					
Automobile Washing	U	P	–	–	L-19, (D)
Service Stations	U	U	U	U	L-8, L-20
Vehicle/Equipment Repair	P	P	–	–	L-21
Vehicle/Equipment Sales and Rentals	U	P	–	–	L-22
Vehicle Storage	U	U	U	–	L-8
Warehousing and Storage, Limited	P	P	P	U	L-8

IL, IG, IW, and IP Districts: Land Use Regulations

P – Permitted
U – Use Permit
L – Limited (See "Additional Use Regulations")
– – Not Permitted

	IL	IG	IW	IP	Additional Regulations
Industrial					
Industry, Custom	P	P	P	P	L-8
Industry, General	–	P	P	U	L-8, L-23
Industry, Limited	P	P	P	P	L-8
Small-Scale	P	P	P	P	L-8
Industry, Research and Development	P	P	P	P	L-8
Industry, Technology	P	P	P	P	L-8
Port Terminals	–	–	P	–	
Wholesaling, Distribution and Storage					
Wholesaling and Distribution	P	P	P	U	L-8
Warehousing and Transportation	P	P	P	U	L-8
Trucking Terminal/Freight Transfer Station	U	U	P	–	L-8
Package Distribution	P	P	P	U	L-8
Agricultural and Extractive Uses					
Mining and Processing	–	U	–	–	L-1
Accessory Uses	P/U	P/U	P/U	P/U	L-1, (E)
Temporary Uses					
Animal Shows	U	U	–	–	L-1
Christmas Tree Sales	P	P	–	–	L-1
Circuses and Carnivals	–	U	–	–	L-1
Retail Sales – Outdoor	U	U	U	–	L-1
Swap Meets – Nonrecurring	U	U	–	–	L-1
Trade Fairs	U	U	U	U	L-1
Nonconforming	-	-	-	-	(F)

IL, IG, IW, and IP Districts: Land Use Regulations

P – Permitted
U – Use Permit
L – Limited (See "Additional Use Regulations")
– – Not Permitted

	IL	IG	IW	IP	Additional Regulations
Other Uses					
Cannabis Cultivation Operation	U	U	U	U	(B)
Cannabis Delivery-Only Operation	U	U	U	U	(B)
Cannabis Distribution	U	U	U	U	(B)
Cannabis Manufacturing Operation	U	U	U	U	(B)
Cannabis Microbusiness	U	U	U	U	(B)
Cannabis Testing Laboratory	U	U	U	U	(B)

IL, IG, IW, and IP Districts: Additional Use Regulations

L-1 Evaluate a nonindustrial or noncommercial project against the following criteria when considering findings for use permits or variances:

1. Will the project create substantial conflicts with existing industrial and commercial traffic?
2. Will the project be subject to excessive glare, noise or vibration from adjacent industrial/commercial uses? (Refer to general plan for noise criteria)
3. Will the project be exposed to hazardous materials or risks that would create health and safety hazards for persons occupying or visiting the project?
4. Will the project be located on an arterial street, or located in an area which would bring nonindustrial traffic onto local streets?

L-2 Limited to facilities accessory to manufacturing, wholesaling, or distribution, and not exceeding 25 percent of the floor area occupied by the principal use.

L-3 Only trade union halls, including their accompanying business offices, are permitted.

L-4 Allowed with a use permit and heliport permit from the California Department of Transportation, Division of Aeronautics if located 1,000 or more feet from a residential district.

L-5 Development services director use permit required if the following conditions exist:

1. The proposed use is not located in an existing structure which is entirely enclosed, and no outside facilities are proposed;

2. For animal hospitals, or where boarding or overnight care facilities are proposed, the use is not located in a soundproofed and air-conditioned facility.

L-6 No day care facilities or schools shall be permitted as part of a religious assembly facility.

L-7 Only automatic teller machines allowed.

L-8 In IW district, only water-related uses allowed.

L-9 Only indoor sports training and practice, archery and shooting galleries in either:

1. a standalone, single-tenant facility on parcels zoned IG fronting along Bayshore Road or along East Second Street between Stone Road and Wanger Street, or
2. A standalone, single-tenant facility on parcels zoned IL fronting along Goodyear Road or Gateway Plaza Drive.

L-10 Permitted as a secondary use in a building occupying no more than 2,500 square feet of the building area. A development services director use permit is required for secondary uses occupying building areas greater than 2,500 square feet but not more than 5,000 square feet, or where the use is the primary use of a building. Not permitted for uses larger than 5,000 square feet.

L-11 Full Alcoholic Beverage Service is permitted only as part of an eating establishment. Drinking establishments are not permitted.

L-12 Permitted up to 1,000 square feet in IL and IG districts. Use permit required for establishments occupying more than 1,000 square feet in IL and IG districts.

L-13 In IP district, only delicatessens and food stores occupying fewer than 1,000 square feet are permitted.

L-14 Only crematories, columbariums, and mausoleums allowed.

L-15 Health/fitness facility shall not occupy more than 5,500 square feet of floor area. In the General Industrial District, health/fitness facilities are conditionally permitted only on parcels fronting along East Second Street between Industrial Way and Stone Road.

L-16 Medical/dental offices, insurance brokerage offices, and real estate brokerage offices not permitted.

L-17 Only business and trade schools permitted.

L-18 Only beauty shops and barbershops permitted.

L-19 Only truck tractor and trailer washing permitted.

L-20 Only stations offering controlled services to individual uses within an industrial area are allowed, subject to a use permit.

L-21 Only truck and equipment repair primarily serving industrial activities are permitted by right; a development services director use permit may be granted for automobile repair and for repair services that cater to the general public if the following conditions exist:

1. The proposed use is not located in an existing structure on a major arterial or on a street which connects to a major arterial, and is readily accessible to residential and commercial areas;
2. No outdoor repair or maintenance activities are proposed in conjunction with the use;
3. No outdoor storage of vehicles or equipment will take place during nonbusiness hours;
4. The applicant can demonstrate that the proposed site will meet zoning ordinance parking requirements.

L-22 New or used automobile, truck or motorcycle retail sales shall be permitted only as an accessory to wholesale operations.

L-23 In IG district, general industrial uses are permitted by right except that a use permit is required for oil and gas refining.

(A) An adult business offering live entertainment shall be subject to the requirements of Chapters 5.44 and 17.102 BMC.

(B) See Chapter 9.60 BMC, Cannabis Public Safety License, and Chapter 17.84 BMC, Cannabis.

(C) See BMC 17.70.380, Mobile food vendors.

(D) See BMC 17.70.110, Service stations, vehicle/equipment repair, and automobile washing.

(E) Maximum: One dwelling unit per site as caretaker’s housing.

(F) See Chapter 17.98 BMC, Nonconforming Uses and Structures.

Section 2.

Subsection A of Section 17.70.200 (Outdoor facilities) of Chapter 17.70 (General Regulations) of Title 17 (Zoning) of the Benicia Municipal Code is hereby amended to read as follows:

17.70.200 Outdoor facilities.

A. Where Permitted. Outdoor storage and display of merchandise, materials, or equipment, not including cannabis or cannabis products, shall require approval of a use permit, subject to development services director approval, in the commercial, mixed use, industrial, public and semipublic and open space districts subject to the following:

1. Outdoor food service accessory to an eating and drinking establishment may be permitted subject to approval of a zoning permit by the development services director in any industrial or commercial district or the Mixed Use - Infill district; provided, that adequate refuse facilities are provided, adequate off-street parking spaces are provided pursuant to Chapter 17.74 BMC, and there will be no outdoor preparation of food or beverages.

2. Outdoor storage up to 20,000 square feet may be permitted in an industrial district subject to a zoning permit and compliance with the applicable design guidelines.

3. Approval of a use permit may require yards, screening, or planting areas necessary to prevent adverse impacts on surrounding properties and the visual character of scenic corridors as identified in the general plan. If such impacts cannot be prevented, the use permit application shall be denied.

Section 3.

Severability. If any section, subsection, phrase or clause of this ordinance is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance.

The City Council hereby declares that it would have passed this and each section, subsection, phrase or clause thereof irrespective of the fact that any one or more sections, subsections, phrase or clauses be declared unconstitutional on their face or as applied.

Section 4.

Publication. The City Clerk is hereby ordered and directed to certify the passage of this Ordinance by the City Council of the City of Benicia, California and cause the same to be published in accordance with State law.

Section 5.

Effective Date. This Ordinance shall be in full force and effective thirty (30) days after its adoption and shall be published and posted as required by law.

*****

On motion of Council Member , seconded by Council Member , the foregoing ordinance was introduced at a regular meeting of the City Council on the day of 2026, and adopted at a regular meeting of the Council held on the day of 2026, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

____
Steve Young, Mayor

Attest:

____
Lisa Wolfe, City Clerk

____
Date

Planning Commission Staff Report

June 11, 2026

Project: Code Amendments Regarding Indoor Commercial Recreation in Industrial Zoning Districts and Outdoor Food Service in the Mixed Use – Infill Zoning District

Location: Citywide

Staff Recommendation

Conduct a public hearing and move to adopt the resolution (Attachment 1) recommending that the City Council of the City of Benicia adopt amendments to the Benicia Municipal Code (BMC) (Exhibit A to Attachment 1) to clarify and update regulations regarding indoor commercial recreation in Industrial Zoning Districts and outdoor food service in the Mixed-Use Infill Zoning District and to promote economic development after finding the project is exempt from CEQA pursuant to Guidelines Sections 15061(b)(3), 15301, and 15305 which apply to existing facilities and minor alterations to land use limitations and apply the common sense rule.

Project Description

Consideration of amendments to Title 17 (Zoning) of the Benicia Municipal Code (BMC): Industrial Districts (Chapter 17.32) and General Regulations (Chapter 17.70) including Outdoor facilities (Section 17.70.200).

The proposed amendments would update land use regulations to be consistent with previous direction from the City Council and to update and streamline code references for internal consistency and to promote economic development. More specifically, the proposed amendments would conditionally permit certain commercial recreation activities within single tenant buildings in specified areas of the Limited Industrial zoning district. They would also allow outdoor dining in the Mixed Use – Infill zoning district adjacent to the city's downtown.

Background

The proposed project includes two independent amendments to the City's Zoning Ordinance. One, an amendment that would modify regulations for indoor commercial recreation in several Industrial zoning districts, is a cleanup item. In 2025, the City adopted comprehensive amendments to streamline and update the city's zoning regulations. These amendments followed earlier discussion and direction from the Economic Development Board and the Planning Commission. When the Planning Commission made final recommendation to the City Council, the staff report for the item outlined amendments for indoor commercial recreation in Industrial zones. In an oversight, however, the final ordinance implementing the amendments did not include them. The proposed ordinance with this report makes the amendments that were not included.

The other proposed amendment would allow outdoor dining facilities in the Mixed Use – Infill zoning district. Staff proposes this amendment to add a vibrant activity in a zoning district in two areas adjacent to downtown. Several restaurants and coffee shops in the district informally have outdoor seating. The proposed amendments would create a pathway to formally allow this common activity as an ancillary use.

<u>Project Analysis</u>

The project would make two amendments to the BMC:

- **"Commercial Recreation – Indoor" land use within industrial zones**: Currently, these activities are conditionally permitted in certain locations within the General Industrial zoning district. The amendment would expand the conditionally permitted locations to include the Limited Industrial (IL) District. Consistent with direction given for zoning amendments in 2025, the changes would be limited to single-tenant buildings that are close to Interstate 680 on its south side. Specifically, the proposed amendment would conditionally-permit commercial recreation in the IL zone within single tenant buildings fronting along Goodyear Road and Gateway Plaza Drive.

- **Outdoor food service**: Outdoor food service, accessory to an eating and drinking establishment would be permitted in the Mixed Use – Infill zoning district. This district is located in two areas adjacent to downtown: 1) the Solano Square shopping center at the north end of downtown, and 2) various properties generally along 5th Street and Military East, north of East K Street identified in the General Plan as the Eastern Gateway Priority Development Area. Existing language in the ordinance makes clear that outdoor facility regulations are intended to apply to mixed use areas. No further regulations are proposed, however. This amendment provides clarity on that matter, allowing an appropriate outdoor activity in a zoning district that is intended to be vibrant.

Proposed Amendments
Proposed amendments to the BMC are depicted in markup in Exhibit A.

1. Industrial Districts (BMC)
   a. Commercial Recreation, Indoor:
      i. Change to a conditionally-permitted use in the Limited Industrial (IL) District, subject to limitation on use (only indoor sports training and practice, archery and shooting galleries), building type (standalone facility) and location (parcels fronting on Goodyear Road and Gateway

Plaza Drive). The limits on use, building type, and location are proposed via an amendment to note L9 of the Industrial land use table.

2. General Regulations (BMC)
    a. Outdoor facilities (section 17.70.200):
        i. Modify language to add “Mixed Use – Infill” to the set of zoning districts where outdoor dining facilities, when accessory to eating and drinking establishments, are permitted.

Solano Airport Land Use Commission
Pursuant to the Public Utilities Code (PUC) Section 21676, any local agency whose general plan includes areas covered by an airport land use compatibility plan shall refer a proposed zoning ordinance or building regulation to the airport land use commission for review. The airport land use commission shall determine whether the proposal is consistent with the adopted airport land use compatibility plan. Benicia falls within the jurisdiction of the Travis Air Force Base Airport Land Use Compatibility Plan (LUCP); therefore, proposed zoning amendments must be reviewed by the Solano County Airport Land Use Commission (ALUC).

The proposed amendments are scheduled to be heard by the ALUC on May 14, 2026. The ALUC’s determination will be reported to the City Council as a part of its staff report for this item. Staff has reviewed the LUCP and does not anticipate any conflicts between the LUCP and the proposed code amendments.

California Environmental Quality Act

This project is categorically exempt pursuant to the California Environmental Quality Act (CEQA) Guidelines Sections 15061(b)(3), 15301, and 15305 which applies to existing facilities and minor alterations to land use limitations and applies the common sense rule; the proposed amendments constitute minor changes to streamline existing regulations and processes, and on their own do not have the potential to result in significant environmental impacts.

Public Noticing

Public notice was published in the Benicia Herald and posted at City Hall on May 15, 2026.

Next Steps

City Council Hearings
Adoption of an ordinance amending the Benicia Municipal Code, Zoning Ordinance requires a noticed public hearing and recommendation of the Planning Commission pursuant to Government Code Section 65854 and 65855. The Planning Commission’s recommendation will be presented to City Council, and they must conduct two readings

on the proposed ordinance. If adopted at the second reading, the ordinance would become effective 30 days later.

This item is scheduled to be heard by the City Council in July 2026.

<u>Attachments:</u>

1. Draft Resolution with Exhibits
   Exhibit A – Draft Ordinance amending the Benicia Municipal Code

For more information contact: Dave Feinstein, Senior Planner
Phone: 707.746.4297
E-mail: dfeinstein@ci.benicia.ca.us

RESOLUTION NO. 26-2

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF BENICIA RECOMMENDING THAT THE CITY COUNCIL ADOPT AN ORDINANCE AMENDING CHAPTERS 17.32 (INDUSTRIAL DISTRICTS) AND 17.70 (GENERAL REGULATIONS) OF TITLE 17 (ZONING) OF THE BENICIA MUNICIPAL CODE TO CLARIFY AND UPDATE REGULATIONS REGARDING INDOOR COMMERCIAL RECREATION IN INDUSTRIAL ZONING DISTRICTS AND OUTDOOR FOOD SERVICE IN THE MIXED USE – INFILL ZONING DISTRICT

WHEREAS, the City of Benicia recognizes the need to update regulations within its Benicia Municipal Code (BMC) to facilitate effective administration of its regulations and support the attraction, establishment and expansion to meet the community's needs; and

WHEREAS, Goal 3 of the City of Benicia Resiliency Plan is to expand economic development; and

WHEREAS, the proposed modifications to permitted uses implement this goal; and

WHEREAS, certain clean-up amendments for clarity and consistency within the BMC are prudent for its effective administration; and

WHEREAS, pursuant to Benicia Municipal Code (BMC) section 17.120.40 (Public hearing scope and notice) and California Government Code Section 65091 (Notification Procedures), notice of the public hearing for the proposed amendments was duly published in the Benicia Herald, a newspaper of general circulation, and displayed at City Hall on May 15, 2026; and

NOW, THEREFORE, BE IT RESOLVED, that the Planning Commission of the City of Benicia does hereby find that the proposed amendments are consistent with the purposes of the Plan, and the following goals, policies, and programs of the Benicia General Plan:

- Goal 2.5: Facilitate and encourage new uses and development which provide substantial and sustainable fiscal and economic benefits to the City and the community while maintaining health, safety, and quality of life. These amendments further Goal 2.5 because it broadens the potential land uses in a way that could encourage new development that is compatible with the existing community.

- Goal 2.12: Strengthen the Downtown as the City's central commercial zone.

- Policy 2.12.3: Seek to make Downtown a thriving and vigorous community center offering a variety of activities and attractions for residents and visitors.

- Program 2.12.I: Work with existing restaurants and cafes to provide sidewalk food service where the service will not impede pedestrian flow and where adequate sidewalk space exists.

- Goal 2.13: Support the viability of existing commercial centers.

- Goal 2.14: Establish a mixed-use activity center with new multifamily housing and commercial uses in the Eastern Gateway Area.

  - Policy 2.14.4: Increase outdoor amenities and open space in the Eastern Gateway Area

  - Program 2.14.G: Encourage applicants to incorporate enhanced landscaping, courtyards, outdoor seating, and green infrastructure features into proposed projects

BE IT FURTHER RESOLVED, that the Planning Commission of the City of Benicia does hereby recommend that the City Council find this project to be categorically exempt pursuant to the California Environmental Quality Act (CEQA) Guidelines Sections 15061(b)(3), 15301, and 15305which apply to existing facilities and minor alterations to land use limitations, and apply the common sense exemption; the proposed amendments constitute minor changes to streamline existing regulations and processes, and on their own do not have the potential to result in significant environmental impacts

BE IT FURTHER RESOLVED, that the Planning Commission of the City of Benicia does hereby recommend that the City Council adopt the ordinance amending the BMC (Exhibit A), attached hereto and incorporated herein by reference, with the following modification:

The amendment to Note L9 should be revised to also allow for “Commercial Recreation and Entertainment – Indoor” uses in multi-tenant buildings, where no other tenant in that building is engaged in an Industrial use.

*****

On motion of Commissioner Jessen, seconded by Commissioner Lyle, the above Resolution is introduced and passed by the Planning Commission of the City of Benicia at a regular meeting of the Commission held on the 11th day of June 2026 and adopted by the following vote:

Ayes: Commissioners Gilpin-Hayes, Jessen, Lyle, and Chair Slate

Noes: None

Absent: Commissioners Donaghue and Marshall

Abstain: Commissioner Gorman

Signed by:
Jarrod Slate
889640AFC3144C2...

Jarrod Slate, Chair

6/16/2026

Date

CITY OF BENICIA

ORDINANCE NO. 26-___

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BENICIA AMENDING CHAPTERS 17.32 (INDUSTRIAL DISTRICTS) AND 17.70 (GENERAL REGULATIONS) OF TITLE 17 (ZONING) OF THE BENICIA MUNICIPAL CODE TO CLARIFY AND UPDATE REGULATIONS REGARDING INDOOR COMMERCIAL RECREATION IN INDUSTIAL ZONING DISTRICTS AND OUTDOOR FOOD SERVICE IN THE MIXED USE – INFILL ZONING DISTRICT

WHEREAS, the City of Benicia recognizes the need to update regulations within its Zoning Ordinance to facilitate effective administration of its regulations and support the attraction, establishment and expansion to meet the community's needs; and

WHEREAS, certain clean-up amendments are warranted to improve internal consistency within the Benicia Municipal Code (BMC) and to promote clarity for all users and

WHEREAS, minor amendments to land use permissions are warranted to facilitate attraction of uses that meet the community's needs; and

WHEREAS, the Planning Commission conducted a duly noticed public hearing at a regular meeting on May 14, 2026, and recommended approval of the Zoning Ordinance amending Chapters of the BMC Title 17; and

WHEREAS, the City Council finds that amendments to the aforementioned zoning regulations would implement the City's objectives for economic resiliency; and

WHEREAS, pursuant to BMC section 17.120.40 (Public hearing scope and notice) and California Government Code Section 65091 (Notification Procedures), notice of the public hearing for the proposed amendments was duly published in the Benicia Herald, a newspaper of general circulation, and displayed at City Hall on May 15, 2026; and

WHEREAS, pursuant to the California Environmental Quality Act (CEQA), the City Council finds this project to be categorically exempt pursuant to CEQA Guidelines Sections 15061(b)(3), 15301, and 15305 which apply to existing facilities and minor alterations to land use limitations, and apply the common sense exemption; the proposed zoning amendments constitute minor changes to streamline existing regulations and processes and minor adjustments to permitted land uses, and on their own do not have the potential to result in significant environmental impacts; and

WHEREAS, the City Council of the City of Benicia conducted a duly and properly noticed public hearing to take public testimony and consider this Ordinance.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Benicia does hereby find that the proposed zoning text amendments are consistent with the purposes of BMC Titles 2 and 17, and the following goals, policies, and programs of the Benicia General Plan:

- Goal 2.5: Facilitate and encourage new uses and development which provide substantial and sustainable fiscal and economic benefits to the City and the community while maintaining health, safety, and quality of life. These amendments further Goal 2.5 because it broadens the potential land uses in a way that could encourage new development that is compatible with the existing community.

- Goal 2.12: Strengthen the Downtown as the City's central commercial zone.

  - Policy 2.12.3: Seek to make Downtown a thriving and vigorous community center offering a variety of activities and attractions for residents and visitors.

  - Program 2.12.I: Work with existing restaurants and cafes to provide sidewalk food service where the service will not impede pedestrian flow and where adequate sidewalk space exists.

- Goal 2.13: Support the viability of existing commercial centers.

- Goal 2.14: Establish a mixed-use activity center with new multifamily housing and commercial uses in the Eastern Gateway Area.

  - Policy 2.14.4: Increase outdoor amenities and open space in the Eastern Gateway Area

  - Program 2.14.G: Encourage applicants to incorporate enhanced landscaping, courtyards, outdoor seating, and green infrastructure features into proposed projects

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

Section 1.

Section 17.32.020 (IL, IG, IW and IP districts – Land use regulations) of Chapter 17.32 (Industrial Districts) of Title 17 (Zoning) of the Benicia Municipal Code is hereby amended to modify the land use regulations table and additional regulations as follows:

IL, IG, IW, and IP Districts: Land Use Regulations

P – Permitted
U – Use Permit
L – Limited (See "Additional Use Regulations")
– – Not Permitted

	IL	IG	IW	IP	Additional Regulations
Residential					
Work/Live Quarters	U	–	–	–	L-1
Public and Semipublic					
Adult Day Health Care	U	U	–	U	L-1, L-2
Clubs and Lodges	P	P	–	P	L-1, L-3
Cultural Institutions	U	U	–	U	L-1
Day Care, General	U	U	–	U	L-1, L-2
Government Offices	U	U	U	U	L-1
Heliports	U	U	U	U	L-1, L-4
Maintenance and Service Facilities	P	P	P	–	L-1
Public Safety Facilities	P	P	P	P	L-5
Religious Assembly	U	U	–	U	L-1 L-6
Utilities, Major	U	U	U	U	L-1
Waste Facility	–	U	–	–	L-1
Utilities, Minor	P	P	P	P	L-1
Commercial Uses					
Adult Business	P	P	–	P	(A)
Ambulance Services	P	P	–	P	
Animal Sales and Services					
Animal Boarding	P	–	–	–	L-5
Animal Hospitals	P	P	–	–	L-5
Artists' Studios	P	–	–	P	L-5
Banks and Savings and Loans	P	P	–	P	L-7
Building Materials and Services	P	P	P	P	L-5, L-8
Cannabis Retail Operation	–	–	–	–	(B)
Catering Services	P	P	–	P	

IL, IG, IW, and IP Districts: Land Use Regulations

P – Permitted
U – Use Permit
L – Limited (See "Additional Use Regulations")
– – Not Permitted

	IL	IG	IW	IP	Additional Regulations
Commercial Filming	P	P	P	P	L-5
Commercial Recreation and Entertainment, Indoor	~~–~~U	U	–	-	L-9
Communication Facilities	P	P	P	P	
Eating and Drinking Establishments	P	P	P	P	L-10
Mobile Food Vending	P	P	P	P	(C)
With Wine and Beer Service	P	P	P	P	L-10
With Full Alcoholic Beverage Service	P	P	P	P	L-10, L-11
Food and Beverage Sales	P	P	–	P	L-12, L-13
Funeral and Interment Services	P	–	–	–	L-14
Health/Fitness Facility	P	U	–	–	L-15
Horticulture, Limited	P	P	–	–	
Laboratories	P	P	–	P	
Maintenance and Repair Services	P	P	P	P	L-8
Marine Sales and Services	–	–	P	–	
Nurseries	P	P	–	U	
Offices, Business and Professional	–	–	–	P	L-16
Personal Improvement Services	P	P	–	P	L-17
Personal Services	P	P	–	P	L-18
Research and Development Services	P	P	P	P	L-8
Vehicle/Equipment Sales and Services					
Automobile Washing	U	P	–	–	L-19, (D)
Service Stations	U	U	U	U	L-8, L-20
Vehicle/Equipment Repair	P	P	–	–	L-21
Vehicle/Equipment Sales and Rentals	U	P	–	–	L-22
Vehicle Storage	U	U	U	–	L-8
Warehousing and Storage, Limited	P	P	P	U	L-8

IL, IG, IW, and IP Districts: Land Use Regulations

P – Permitted
U – Use Permit
L – Limited (See "Additional Use Regulations")
– – Not Permitted

	IL	IG	IW	IP	Additional Regulations
Industrial					
Industry, Custom	P	P	P	P	L-8
Industry, General	–	P	P	U	L-8, L-23
Industry, Limited	P	P	P	P	L-8
Small-Scale	P	P	P	P	L-8
Industry, Research and Development	P	P	P	P	L-8
Industry, Technology	P	P	P	P	L-8
Port Terminals	–	–	P	–	
Wholesaling, Distribution and Storage					
Wholesaling and Distribution	P	P	P	U	L-8
Warehousing and Transportation	P	P	P	U	L-8
Trucking Terminal/Freight Transfer Station	U	U	P	–	L-8
Package Distribution	P	P	P	U	L-8
Agricultural and Extractive Uses					
Mining and Processing	–	U	–	–	L-1
Accessory Uses	P/U	P/U	P/U	P/U	L-1, (E)
Temporary Uses					
Animal Shows	U	U	–	–	L-1
Christmas Tree Sales	P	P	–	–	L-1
Circuses and Carnivals	–	U	–	–	L-1
Retail Sales – Outdoor	U	U	U	–	L-1
Swap Meets – Nonrecurring	U	U	–	–	L-1
Trade Fairs	U	U	U	U	L-1
Nonconforming	-	-	-	-	(F)

IL, IG, IW, and IP Districts: Land Use Regulations

P – Permitted
U – Use Permit
L – Limited (See "Additional Use Regulations")
– – Not Permitted

	IL	IG	IW	IP	Additional Regulations
Other Uses					
Cannabis Cultivation Operation	U	U	U	U	(B)
Cannabis Delivery-Only Operation	U	U	U	U	(B)
Cannabis Distribution	U	U	U	U	(B)
Cannabis Manufacturing Operation	U	U	U	U	(B)
Cannabis Microbusiness	U	U	U	U	(B)
Cannabis Testing Laboratory	U	U	U	U	(B)

IL, IG, IW, and IP Districts: Additional Use Regulations

L-1 Evaluate a nonindustrial or noncommercial project against the following criteria when considering findings for use permits or variances:

1. Will the project create substantial conflicts with existing industrial and commercial traffic?
2. Will the project be subject to excessive glare, noise or vibration from adjacent industrial/commercial uses? (Refer to general plan for noise criteria)
3. Will the project be exposed to hazardous materials or risks that would create health and safety hazards for persons occupying or visiting the project?
4. Will the project be located on an arterial street, or located in an area which would bring nonindustrial traffic onto local streets?

L-2 Limited to facilities accessory to manufacturing, wholesaling, or distribution, and not exceeding 25 percent of the floor area occupied by the principal use.

L-3 Only trade union halls, including their accompanying business offices, are permitted.

L-4 Allowed with a use permit and heliport permit from the California Department of Transportation, Division of Aeronautics if located 1,000 or more feet from a residential district.

L-5 Development services director use permit required if the following conditions exist:

1. The proposed use is not located in an existing structure which is entirely enclosed, and no outside facilities are proposed;

2. For animal hospitals, or where boarding or overnight care facilities are proposed, the use is not located in a soundproofed and air-conditioned facility.

L-6 No day care facilities or schools shall be permitted as part of a religious assembly facility.

L-7 Only automatic teller machines allowed.

L-8 In IW district, only water-related uses allowed.

L-9 Only indoor sports training and practice, archery and shooting galleries in a standalone, single-tenant facility on parcels zoned IG fronting along Bayshore Road or along East Second Street between Stone Road and Wanger Street and on parcels zoned IL fronting along Goodyear Road or Gateway Plaza Drive.

L-10 Permitted as a secondary use in a building occupying no more than 2,500 square feet of the building area. A development services director use permit is required for secondary uses occupying building areas greater than 2,500 square feet but not more than 5,000 square feet, or where the use is the primary use of a building. Not permitted for uses larger than 5,000 square feet.

L-11 Full Alcoholic Beverage Service is permitted only as part of an eating establishment. Drinking establishments are not permitted.

L-12 Permitted up to 1,000 square feet in IL and IG districts. Use permit required for establishments occupying more than 1,000 square feet in IL and IG districts.

L-13 In IP district, only delicatessens and food stores occupying fewer than 1,000 square feet are permitted.

L-14 Only crematories, columbariums, and mausoleums allowed.

L-15 Health/fitness facility shall not occupy more than 5,500 square feet of floor area. In the General Industrial District, health/fitness facilities are conditionally permitted only on parcels fronting along East Second Street between Industrial Way and Stone Road.

L-16 Medical/dental offices, insurance brokerage offices, and real estate brokerage offices not permitted.

L-17 Only business and trade schools permitted.

L-18 Only beauty shops and barbershops permitted.

L-19 Only truck tractor and trailer washing permitted.

L-20 Only stations offering controlled services to individual uses within an industrial area are allowed, subject to a use permit.

L-21 Only truck and equipment repair primarily serving industrial activities are permitted by right; a development services director use permit may be granted for automobile repair and for repair services that cater to the general public if the following conditions exist:

1. The proposed use is not located in an existing structure on a major arterial or on a street which connects to a major arterial, and is readily accessible to residential and commercial areas;
2. No outdoor repair or maintenance activities are proposed in conjunction with the use;
3. No outdoor storage of vehicles or equipment will take place during nonbusiness hours;
4. The applicant can demonstrate that the proposed site will meet zoning ordinance parking requirements.

L-22 New or used automobile, truck or motorcycle retail sales shall be permitted only as an accessory to wholesale operations.

L-23 In IG district, general industrial uses are permitted by right except that a use permit is required for oil and gas refining.

(A) An adult business offering live entertainment shall be subject to the requirements of Chapters 5.44 and 17.102 BMC.

(B) See Chapter 9.60 BMC, Cannabis Public Safety License, and Chapter 17.84 BMC, Cannabis.

(C) See BMC 17.70.380, Mobile food vendors.

(D) See BMC 17.70.110, Service stations, vehicle/equipment repair, and automobile washing.

(E) Maximum: One dwelling unit per site as caretaker’s housing.

(F) See Chapter 17.98 BMC, Nonconforming Uses and Structures.

<u>Section 2.</u>

Subsection A of Section 17.70.200 (Outdoor facilities) of Chapter 17.70 (General Regulations) of Title 17 (Zoning) of the Benicia Municipal Code is hereby amended to read as follows:

17.70.200 Outdoor facilities.

A. Where Permitted. Outdoor storage and display of merchandise, materials, or equipment, not including cannabis or cannabis products, shall require approval of a use permit, subject to development services director approval, in the commercial, mixed use, industrial, public and semipublic and open space districts subject to the following:

1. Outdoor food service accessory to an eating and drinking establishment may be permitted subject to approval of a zoning permit by the development services director in any industrial or commercial district or the Mixed Use - Infill district; provided, that adequate refuse facilities are provided, adequate off-street parking spaces are provided pursuant to Chapter 17.74 BMC, and there will be no outdoor preparation of food or beverages.

2. Outdoor storage up to 20,000 square feet may be permitted in an industrial district subject to a zoning permit and compliance with the applicable design guidelines.

3. Approval of a use permit may require yards, screening, or planting areas necessary to prevent adverse impacts on surrounding properties and the visual character of scenic corridors as identified in the general plan. If such impacts cannot be prevented, the use permit application shall be denied.

Section 3.

Severability. If any section, subsection, phrase or clause of this ordinance is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance.

The City Council hereby declares that it would have passed this and each section, subsection, phrase or clause thereof irrespective of the fact that any one or more sections, subsections, phrase or clauses be declared unconstitutional on their face or as applied.

Section 4.

Publication. The City Clerk is hereby ordered and directed to certify the passage of this Ordinance by the City Council of the City of Benicia, California and cause the same to be published in accordance with State law.

Section 5.

Effective Date. This Ordinance shall be in full force and effective thirty (30) days after its adoption and shall be published and posted as required by law.

*****

On motion of Council Member , seconded by Council Member , the foregoing ordinance was introduced at a regular meeting of the City Council on the day of 2026, and adopted at a regular meeting of the Council held on the day of 2026, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

____
Steve Young, Mayor

Attest:

____
Lisa Wolfe, City Clerk

____
Date

MINUTES OF THE BENICIA PLANNING COMMISSION

Benicia City Hall, Council Chamber
250 East L Street, Benicia, CA 94510

June 11, 2026
6:00 PM

Complete proceedings are recorded. These are action minutes; a full video is available online at www.ci.benicia.ca.us/agendas.

Accessing The Meeting

1. Call To Order

Chair Slate called the meeting to order at 6:03 p.m.

2. Roll Call Of Commissioners

Present: Commissioner Gilpin-Hayes, Commissioner Gorman, Commissioner Jessen, Commissioner Lyle, and Chair Slate

Absent: Commissioner Donaghue and Commissioner Marshall

Staff: Jason Hade, Planning Manager
David Feinstein, Senior Planner
Neil Leary, Deputy Public Works Director - City Engineer
Terri Asano, Development Services Coordinator
Mary Wagner, Assistant City Attorney

3. Pledge Of Allegiance

4. Reference To Fundamental Rights Of Public

5. Presentations

None.

6. Adoption Of Agenda

On a motion of Commissioner Lyle, seconded by Commissioner Jessen, the Commission approved the Adoption of the Agenda, as presented, by the following vote:

Ayes: Commissioner Gilpin-Hayes, Commissioner Gorman, Commissioner Jessen, Commissioner Lyle, and Chair Slate

Noes: (None)

7. Opportunities For Public Comments

8. Written Comment

9. Public Comment

10. Consent Calendar

10.A APPROVAL OF MINUTES FROM APRIL 9, 2026

04-09-26 DRAFT MINUTES

On a motion of Commissioner Lyle, seconded by Commissioner Jessen, the Commission approved the adoption of the Consent Calendar, as presented, by the following vote:

Ayes: Commissioner Gilpin-Hayes, Commissioner Gorman, Commissioner Jessen, Commissioner Lyle, and Chair Slate

Noes: (None)

11. Business Items

11.A 650 EAST N STREET RIGHT-OF-WAY VACATION

RECOMMENDED ACTION: Adopt the resolution finding the proposed vacation of right-of-way to be consistent with the Benicia General Plan based on the findings listed in the proposed resolution and determination that the project is exempt from CEQA.

Neil Leary, Deputy Public Works Director - City Engineer, gave a presentation

Commissioners asked clarifying questions regarding any potential changes to the road or sidewalk.

Mr. Leary replied.

On a motion of Commissioner Jessen, seconded by Commissioner Lyle, the Commission approved item 11A, as presented, by the following vote:

Ayes: Commissioner Gilpin-Hayes, Commissioner Gorman, Commissioner Jessen, Commissioner Lyle, and Chair Slate

Noes: (None)

11.B TWO-YEAR FY 25/26 - FY 26/27 CAPITAL IMPROVEMENT PROGRAM (CIP)

RECOMMENDED ACTION: Adopt a resolution (Attachment 1) deeming the FY 25/26-26/27 Capital Improvement Program (CIP) consistent with the City's General Plan.

Neil Leary, Deputy Public Works Director - City Engineer, gave a presentation

Commissioners asked clarifying questions regarding the location of the H Street pipeline, the H Street stairway, the shoreline pathway, and whether disaster funds for Lopes Road had been received.

Mr. Leary replied.

On a motion of Commissioner Gorman, seconded by Commissioner Gilpin-Hayes, the Commission approved item 11B, as presented, by the following vote:

Ayes: Commissioner Gilpin-Hayes, Commissioner Gorman, Commissioner Jessen, Commissioner Lyle, and Chair Slate

Noes: (None)

11.C CODE AMENDMENTS REGARDING INDOOR COMMERCIAL RECREATION IN INDUSTRIAL ZONING DISTRICTS AND OUTDOOR FOOD SERVICE IN THE MIXED USE - INFILL ZONING DISTRICT

RECOMMENDED ACTION: Conduct a public hearing and move to adopt the resolution (Attachment 1) recommending that the City Council of the City of Benicia adopt amendments to the Benicia Municipal Code (BMC) (Exhibit A to Attachment 1) to clarify and update regulations regarding indoor commercial recreation in Industrial Zoning Districts and outdoor food service in the Mixed-Use Infill Zoning District and to promote economic development after finding the project is exempt from CEQA pursuant to Guidelines Sections 15061(b)(3), 15301, and 15305 which apply to existing facilities and minor alterations to land use limitations and apply the common sense rule.

Commissioner Gorman recused himself due to a possible conflict of interest.

David Feinstein, Senior Planner, gave a presentation.

Commissioners asked clarifying questions about how the locations were chosen, limitations for the indoor sports facilities, how the proposed amendment limits the types of businesses to be allowed, and food service/food trucks.

Mr. Feinstein and Mr. Hade answered.

DRAFT

DELIBERATION: Commissioners discussed how the amendment limits the types of uses to be allowed and the possibility of allowing different uses in multi-tenant buildings.

An amendment to Note L9 to also allow for "Commercial Recreation and Entertainment Indoor" uses in multi-tenant buildings, where no other tenant in that building is engaged in an Industrial use, was agreed upon by the Commission.

On a motion of Commissioner Jessen, seconded by Commissioner Lyle, the Commission approved item 11C, as amended, by the following vote:

Ayes: Commissioner Gilpin-Hayes, Commissioner Jessen, Commissioner Lyle, and Chair Slate

Noes: (None)

Abstain: Commissioner Gorman

12. <u>Communication From Staff And Members</u>

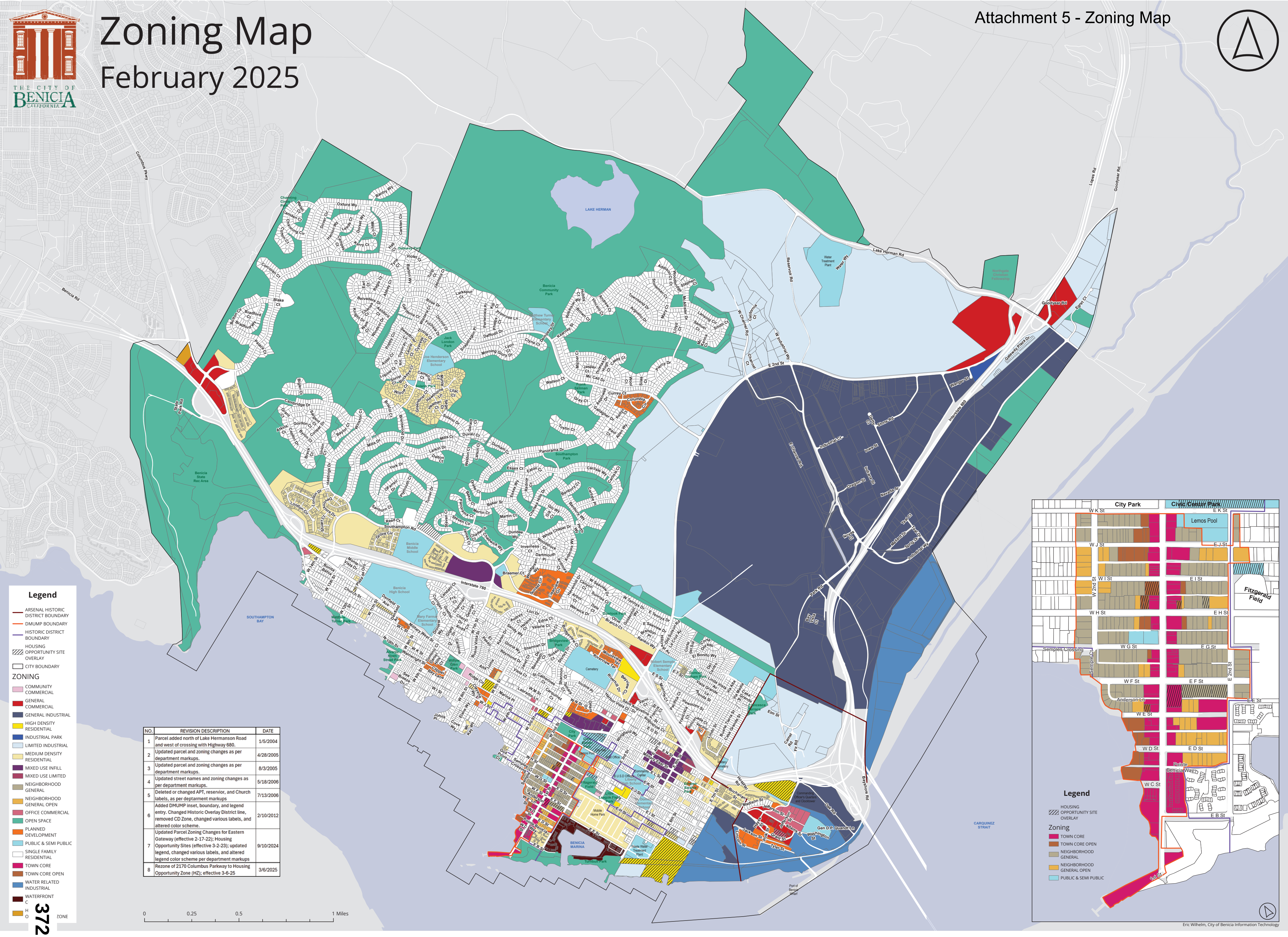
13. <u>Adjournment</u>

Chair Slate adjourned the meeting at 7:05 p.m.

Attachment 5 - Zoning Map

Zoning Map

February 2025



NO.	REVISION DESCRIPTION	DATE
1	Parcel added north of Lake Hermanson Road and west of crossing with Highway 680.	1/5/2004
2	Updated parcel and zoning changes as per department markups.	4/28/2005
3	Updated parcel and zoning changes as per department markups.	8/3/2005
4	Updated street names and zoning changes as per department markups.	5/18/2006
5	Deleted or changed APT, reservior, and Church labels, as per deptarment markups	7/13/2006
6	Added DMUMP inset, boundary, and legend entry. Changed Historic Overlay District line, removed CD Zone, changed various labels, and altered color scheme.	2/10/2012
7	Updated Parcel Zoning Changes for Eastern Gateway (effective 2-17-22); Housing Opportunity Sites (effective 3-2-23); updated legend, changed various labels, and altered legend color scheme per department markups	9/10/2024
8	Rezone of 2170 Columbus Parkway to Housing Opportunity Zone (HZ); effective 3-6-25	3/6/2025

AGENDA ITEM
CITY COUNCIL MEETING DATE – JULY 21, 2026
COUNCIL MEMBER COMMITTEE REPORT

TO : City Manager

FROM : City Council

SUBJECT : **AD HOC "ACT" TASK FORCE GROUPS UPDATES**

The ad hoc City Council "ACT" Task Force Groups: Advocacy, Collaboration & Transition solicits feedback and participation from stakeholders as they deem helpful to gather information germane to their purpose, including business owners, employees, labor leaders, community members and governmental and non-governmental organizations.

The second City Council meeting of each month serves as an opportunity for the members of Council to report on the progress of each ad hoc group.

Task Force 1: ADVOCATE for Benicia's Economy: - Mayor Young
This Task Force:

- Serves as a point of contact and leads efforts to work with State Officials such as the Governor's Office of Economic Development, the California Energy Commission, elected leaders, labor and business representatives to advocate on behalf of Benicia relating to the potential shutdown of the refinery.
- Gathers information and reports on the economic value of the refining operations to Benicia's economy, county employment, the States economy as well as the importance the Benicia refinery is to Travis Air Force Base.

Task Force 2: COLLABORATE with Community: Non-Profit Organizations, Sports Groups, Benicia Unified School District, Restaurants & Hotels - Council Member Largaespada
This Task Force:

- Coordinates between the various community groups that receive contributions and support from Valero.
- Understands the economic impact to these groups and facilitate collaboration between groups to maximize resources where possible and generate plans on how to proceed with either less funding or new means of revenue. Similarly, with sports groups, the intent is to quantify the financial contribution made to sports groups and how reduced support from Valero could impact users.

- Coordinates with Benicia Unified School District to analyze the impact on property tax revenue to the District and any other direct revenue loss from Valero's cessation of operations.
- Seeks to quantify the economic impact on hotels and restaurants with Valero's exit. The work of Councilmember Largaespada is to coordinate information, facilitate cooperation of resources between groups where feasible, and develop a plan of action on how to overcome the loss of revenue with Valero's departure.

Task Force 3: COLLABORATE with Benicia Industrial Park (BIP): Existing industrial park businesses, Rose Estates and Port of Benicia - Council Member Birdseye

This Task Force:

- Works with impacted BIP businesses; understanding the impact on jobs, lost revenue and impacts on the stream of commerce.
- Coordinates the plans and actions of Rose Estates, the Priority Production Area plan of the Port with redevelopment efforts of the 930 acres of Valero's property with any interested developers.
- There may be an opportunity to synchronize development activity and/or work to incentivize new business development into the BIP including offshore wind manufacturing.

Task Force 4: TRANSITION Prepare for Transition and Redevelopment of Valero's 930 acres: Valero & Signature Development Group - Vice Mayor Macenski & Council Member Scott

This Task Force:

- Collaborates with Valero and Signature Development Group to imagine the possible reuse opportunities for the 930 acres of Valero's property.
- Helps to facilitate stakeholder involvement to solicit public feedback and visioning. Identifies the types of uses, be it residential commercial or industrial and those uses can be best incorporated into Benicia.
- Identifies reports and information that would be helpful to forecast highest and best use for Benicia's economic viability and environmental sustainability.

AGENDA ITEM
CITY COUNCIL MEETING DATE – JULY 21, 2026
COUNCIL MEMBER COMMITTEE REPORT

TO : City Council

FROM: City Manager

SUBJECT : **COUNCIL MEMBER COMMITTEE REPORTS**

The outside agency committees on which City of Benicia Council Members serve, are listed below. Please click on the links to view current and past agendas and minutes for all Council Member Committee Reports.

Association of Bay Area Governments (ABAG)
https://abag.ca.gov/meetings

Community Action Partnership Solano Joint Powers Authority (CAP Solano JPA)
http://www.capsolanojpa.org/agendas---minutes.html

Green Empowerment Zone Board of Directors
https://www.contracosta.ca.gov/9963/Governing-Board-of-the-Green-Empowerment

Marin Clean Energy (MCE)
https://www.mcecleanenergy.org/meeting-archive/

Solano County Water Agency (SCWA)
https://www.scwa2.com/governance/board-meetings-agendas-minutes/

SolTrans Joint Powers Authority
https://soltrans.org/resources/meetings/

Solano Transportation Authority (STA)
https://sta.ca.gov/meetings-agendas/

Valero Citizens Advisory Committee (CAP)
https://www.beniciacap.com/