BENICIA CITY COUNCIL
CITY COUNCIL MEETING AGENDA

July 15, 2025
6:00 PM

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

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 is maintaining 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 JUNE 10, 2025 AND JULY 1, 2025 SPECIAL AND REGULAR MEETINGS

June 10, 2025 Special City Council Meeting Minutes
July 1, 2025 Special City Council Meeting Minutes
July 1, 2025 Regular City Council Meeting Minutes

14.B APPROVAL OF THE 2025 UPDATE OF THE BENICIA SEWER SYSTEM MANAGEMENT PLAN

RECOMMENDED ACTION: Move to adopt a resolution (Attachment 1), approving the 2025 update of the Benicia Sewer System Management Plan in accordance with the requirements of the State Water Resources Control Board (SWRCB) and the San Francisco Bay Regional Water Quality Control Board (RWQCB).
Staff Report - 2025 Update of the Benicia Sewer System Management Plan
1. Resolution - 2025 Update of the Benicia Sewer System Management Plan

14.C APPROVAL OF FIRST AMENDMENT TO AGREEMENT WITH UNITED GLOBAL LOGISTIC HOLDING CORPORATION FOR CITYWIDE CUSTODIAL SERVICES

RECOMMENDED ACTION: Move to adopt a resolution (Attachment 1) approving a First Amendment to Agreement for custodial services (Attachment 2) to Contractor for fiscal year 2025-2026 and approval of a budget amendment, authorizing the Finance Director to execute the necessary budget amendment, and authorizing the City Manager to execute the agreement on behalf of the City.
Staff Report - United Global First Amendment to Agreement
1. Resolution - United Global First Amendment to Agreement
2. United Global First Amendment to Agreement for Custodial Services
3. Custodial Services Original Agreement United Global

14.D APPROVAL OF PUBLICLY AVAILABLE SALARY SCHEDULES

RECOMMENDED ACTION: Adopt a resolution (Attachment 1) approving and adopting publicly available pay schedules (Exhibit A) in accordance with the California Code of Regulations, Title 2, Section 570.5.

Staff Report - Salary Schedules
1. Resolution - Approval of Salary Schedules

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

15. BUSINESS ITEMS

15.A INTENTION TO BEGIN BALLOT PROCEEDINGS AND APPROVE PRELIMINARY ENGINEER'S REPORT FOR THE FORMATION OF THE BENICIA CITYWIDE PARKS, LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT FOR FISCAL YEAR 2026/27; AND IMPLEMENT ASSESSMENT BALLOT PROCEDURES UNDER PROPOSITION 218 AND ASSEMBLY BILL 2257

RECOMMENDED ACTION: Move to adopt resolutions (Attachments 1 and 2) pertaining to the Citywide Parks, Landscape and Lighting District: 1. Assessment Ballot Procedures for Compliance with Proposition 218 and AB 2257; and 2. Declare the Intention to Order the Formation of the City of Benicia Parks, Landscape and Lighting District, approve the preliminary Engineer's Report, and provide notice of public hearing for the proposed levy and collection of assessments for Fiscal Year (FY) 2026-27.
Staff Report - Initiate Ballot Proceedings and Approve Eng Report Citywide PLLAD
1. Resolution - Citywide PLLAD Approval Assess. Setting Proc. Prop 218
2. Resolution - Citywide PLLAD Approval of Prelim Approve ER
3. PLLAD Prelim Engineer's Report FY26-27 and Notice of Public Hearing
4. Proposed Citywide Parks Landscape and Lighting Assessment District Diagram

15.B APPROVAL OF AGREEMENT WITH BC DESIGN HAUS FOR TOURISM MARKETING SERVICES

RECOMMENDED ACTION: Move to adopt a resolution (Attachment 1) authorizing the City Manager to execute a Professional Services Agreement (Attachment 2) with BC Design Haus for tourism marketing services for fiscal year 2025-2026 in an amount not-to-exceed $68,020 in the proposed contract.
Staff Report - Agreement with BC Design Haus for Tourism Marketing Services
1. Resolution - Agreement with BC Design Haus for Tourism Marketing Services
2. Agreement with BC Design Haus
3. BC Design Haus Proposal to 2025 Tourism Marketing RFP
4. 2007 Economic Development Strategy

15.C DIRECTION FOR ECONOMIC DEVELOPMENT BUSINESS GRANT PROGRAM FOR FISCAL YEARS 2025-2026 AND 2026-2027

RECOMMENDED ACTION: Provide direction on funding priorities and program allocations for the Economic Development Division's Business Grant Program as part of the FY 2025-2026 and FY 2026-2027 budgets.
Staff Report - Economic Development Business Grant Program
1. May 20, 2025 City Council Budget Presentation

15.D COMMERCIAL REGULATION STREAMLINING AMENDMENTS

RECOMMENDED ACTION: This item is being continued from July 15, 2025 to August 5, 2025.

Staff Report - Commercial Streamlining Amendments
1. Draft Ordinance amending the BMC
2. Draft Resolution amending the DMUMP
3. Planning Commission Staff Report June 26 2025
4. Planning Commission Resolution No. 25-2 with Exhibits
5. Draft Planning Commission Meeting Minutes June 26 2025
6. 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 (8:30 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
JUNE 10, 2025
3:00 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 SPECIAL MEETING TO ORDER (3:00 P.M.)

Mayor Young called the meeting to order at 3:00 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

Mayor Young adjourned the meeting to Closed Session at 3:01 p.m.

6.A CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION

Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9: (2 potential cases)

6.B CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION

(Paragraph (1) of subdivision (d) of Section 54956.9) Name of case: (1000 Friends Protecting Historic Benicia v. City of Benicia et al. Court of Appeal, First Appellate District, Case No. A172005)

6.C PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Title: (City Manager)

6.D PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Title: (City Attorney)

7. RECONVENE OPEN SESSION

Mayor Young reconvened the Open Session at 4:20 p.m.

8. ANNOUNCEMENTS FROM CLOSED SESSION, IF ANY

Ben Stock, City Attorney, reported the following actions:

- Council voted 5/0 authorizing the City Attorney to join the lawsuit City and County of San Francisco et al v. Donald J. Trump et al. Case Nol.25-CV-01350-WHO in the Northern District of California, to protect the potential withholding of federal funds based on the City's adoption of the 2017 Welcoming Resolution.

- There were no other reportable actions taken.

9. ADJOURNMENT (4:00 P.M.)

Mayor Young adjourned the meeting at 4:21 p.m.

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City Clerk

DRAFT

MINUTES OF THE
REGULAR MEETING – CITY COUNCIL
JULY 1, 2025
5:30 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 (5:30 P.M.)

Mayor Young called the Special Meeting to order at 5:30 p.m.

2) CONVENE OPEN SESSION

3) ROLL CALL

Present: Council Member Birdseye, Council Member Largaespada, Council Member Scott, Mayor Young
Absent: Vice Mayor Macenski
Excused: None

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
Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9: (One potential case)

6.B CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION
Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9: (One potential case)

Mayor Young adjourned the meeting to Closed Session at 5:31 p.m.

7) RECONVENE OPEN SESSION

Mayor Young reconvened the Open Session at 6:00 p.m.

8) ANNOUNCEMENTS FROM CLOSED SESSION, IF ANY

Ben Stock, City Attorney, reported that Council took no reportable actions during Closed Session.

9) ADJOURNMENT

Mayor Young adjourned the Closed Session meeting at 6:00 p.m.

_____
Deputy City Clerk

DRAFT

MINUTES OF THE
REGULAR MEETING – CITY COUNCIL
JULY 1, 2025
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.)

2) CONVENE OPEN SESSION

3) ROLL CALL

Present: Council Member Birdseye, Council Member Largaespada, Council Member Scott, Mayor Young
Absent: Vice Mayor Macenski

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

8.A MAYOR'S APPOINTMENT OF BRETT NELSON TO THE INDUSTRIAL SAFETY CITIZEN OVERSIGHT COMMISSION

Resolution - Brett Nelson - Industrial Safety Citizen Oversight Commission

RESOLUTION NO. 25-82 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA CONFIRMING THE MAYOR'S APPOINTMENT OF BRETT NELSON TO THE INDUSTRIAL SAFETY CITIZEN OVERSIGHT COMMISSION FOR A FULL-TERM ENDING JULY 31, 2027

8.B MAYOR'S APPOINTMENT OF BRYAN ROBINSON TO THE INDUSTRIAL SAFETY CITIZEN OVERSIGHT COMMISSION

Resolution - Bryan Robinson - Industrial Safety Citizen Oversight Commission

RESOLUTION NO. 25-83 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA CONFIRMING THE MAYOR'S APPOINTMENT OF BRYAN ROBINSON TO THE INDUSTRIAL SAFETY CITIZEN OVERSIGHT COMMISSION FOR A FULL-TERM ENDING JULY 31, 2026

8.C MAYOR'S APPOINTMENT OF COOPER MINETTI TO THE INDUSTRIAL SAFETY CITIZEN OVERSIGHT COMMISSION

Resolution - Cooper Minetti - Industrial Safety Citizen Oversight Commission

RESOLUTION NO. 25-84 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA CONFIRMING THE MAYOR'S APPOINTMENT OF COOPER MINETTI TO THE INDUSTRIAL SAFETY CITIZEN OVERSIGHT COMMISSION FOR A FULL-TERM ENDING JULY 31, 2029

8.D MAYOR'S APPOINTMENT OF DANIEL MATTHEW FENTRESS TO THE INDUSTRIAL SAFETY CITIZEN OVERSIGHT COMMISSION

Resolution - Daniel Matthew Fentress - Industrial Safety Citizen Oversight Commission

RESOLUTION NO. 25-85 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA CONFIRMING THE MAYOR'S APPOINTMENT OF DANIEL MATTHEW FENTRESS TO THE INDUSTRIAL SAFETY CITIZEN OVERSIGHT COMMISSION FOR A FULL-TERM ENDING JULY 31, 2028

8.E MAYOR'S APPOINTMENT OF DAVID LINDSAY TO THE INDUSTRIAL SAFETY CITIZEN OVERSIGHT COMMISSION

Resolution - David Lindsay - Industrial Safety Citizen Oversight Commission

RESOLUTION NO. 25-86 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA CONFIRMING THE MAYOR'S APPOINTMENT OF DAVID LINDSAY TO THE INDUSTRIAL SAFETY CITIZEN OVERSIGHT COMMISSION FOR A FULL-TERM ENDING JULY 31, 2029

8.F MAYOR'S APPOINTMENT OF LARS ANDERSON TO THE INDUSTRIAL SAFETY CITIZEN OVERSIGHT COMMISSION

Resolution - Lars Anderson - Industrial Safety Citizen Oversight Commission

RESOLUTION NO. 25-87 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA CONFIRMING THE MAYOR'S APPOINTMENT OF LARS ANDERSON TO THE INDUSTRIAL SAFETY CITIZEN OVERSIGHT COMMISSION FOR A FULL-TERM ENDING JULY 31, 2027

8.G MAYOR'S APPOINTMENT OF PETER CIRISCIOLI TO THE INDUSTRIAL SAFETY CITIZEN OVERSIGHT COMMISSION

Resolution - Peter Ciriscioli - Industrial Safety Citizen Oversight Commission

RESOLUTION NO. 24-88 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA CONFIRMING THE MAYOR'S APPOINTMENT OF PETER CIRISCIOLI TO THE INDUSTRIAL SAFETY CITIZEN OVERSIGHT COMMISSION FOR A FULL-TERM ENDING JULY 31, 2028

On motion of Mayor Young, Council approved the adoption of Resolutions 25-82, 25-83, 25-84, 25-85, 25-86, 25-87, and 25-88, on a roll call by the following vote:

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

9) PRESENTATIONS

10) ADOPTION OF AGENDA

Mario Giuliani, City Manager, stated that Business Items 15.A and 15.B would be heard in reverse order, with Item 15.B being heard first

On motion of Council Member Birdseye, seconded by Council Member Scott, Council approved the Adoption of the Agenda, as amended, on a roll call by the following vote:

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

11) OPPORTUNITY FOR PUBLIC COMMENTS

12) WRITTEN COMMENT

13) PUBLIC COMMENT

None

14) CONSENT CALENDAR

Council pulled Items 14.B, 14.C, 14.D, and 14.F for discussion.

14.A MINUTES FROM THE JUNE 17, 2025 REGULAR MEETING

June 17, 2025 Regular City Council Meeting Minutes

14.B ACCEPTING THE PROPOSALS FOR PLANNING ON-CALL SERVICES AND AWARDING PLANNING MASTER SERVICE AGREEMENTS

Staff Report - Planning Master Service Agreements

RESOLUTION NO. 25-89 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA ACCEPTING PROPOSALS FOR PLANNING ON-CALL SERVICES AND AWARDING PLANNING MASTER SERVICE AGREEMENTS, EACH IN AN AMOUNT NOT TO EXCEED $325,000, AUTHORIZING UP TO ONE 2-YEAR RENEWAL, AUTHORIZING THE CITY MANAGER TO SIGN THE CONTRACTS ON BEHALF OF THE CITY AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE ANY TASK ORDER, WITHOUT FURTHER ACTION BY THE CITY COUNCIL, THAT IS WITHIN THE TOTAL AUTHORITY OF THE MASTER SERVICE AGREEMENT

Council and Staff discussed the agreements not being standardized, the varying bids, the cost of the agreements, the scope of services, concern about placing more terms on the contracts limiting the contractor pool, looking into standardized agreements in the future, the reason for having on-call agreements, billing procedures, the need for a continued review of the procurement process, and concern regarding having multiple contracts with certain vendors.

Public Comment:
None

Council Member Birdseye made a motion to approve Consent Calendar Items 14.B, 14.C, and 14.D

1. Resolution - Award of Planning Master Service Agreements
2. 4LEAF, Inc. - Master Service Agreement
3. BAE Urban Economics, Inc. - Master Service Agreement
4. CSG Consultants, Inc. - Master Service Agreement
5. ECOnorthwest - Master Service Agreement
6. FCS International, Inc. - Master Service Agreement
7. GHD Inc. - Master Service Agreement

8. Good City Company - Master Service Agreement
9. PlaceWorks, Inc. - Master Service Agreement
10. Raimi and Associates - Master Service Agreement
11. Raney Planning & Management - Master Service Agreement
12. Ratcliffe Consulting - Master Service Agreement

On motion of Council Member Birdseye, seconded by Council Member Scott, Council approved the adoption of Resolutions 25-89, 25-90, and 25-91, on a roll call by the following vote:

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

14.C ACCEPTING THE PROPOSALS FOR BUILDING SAFETY ON-CALL SERVICES AND AWARDING BUILDING SAFETY MASTER SERVICE AGREEMENTS

Staff Report - Building Master Service Agreements

RESOLUTION NO. 25-90 0- A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA ACCEPTING PROPOSALS FOR BUILDING SAFETY ON-CALL SERVICES AND AWARDING BUILDING SAFETY MASTER SERVICE AGREEMENTS, EACH IN AN AMOUNT NOT TO EXCEED $325,000, AUTHORIZING UP TO ONE 2-YEAR RENEWAL, AUTHORIZING THE CITY MANAGER TO SIGN THE CONTRACTS ON BEHALF OF THE CITY AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE ANY TASK ORDER, WITHOUT FURTHER ACTION BY THE CITY COUNCIL, THAT IS WITHIN THE TOTAL AUTHORITY OF THE MASTER SERVICE AGREEMENT

Staff and Council discussed this item under Item 14.B.

1. Resolution - Award of Building Safety Master Service Agreements
2. 4LEAF - Professional Services Master Service Agreement
3. CSG Consultants - Professional Services Master Service Agreement
4. TRB and Associates - Professional Services Master Service Agreement
5. True North Compliance Services - Prof. Services Master Service Agreement
6. 4LEAF - Staff Augmentation Master Service Agreement
7. CSG Consultants - Staff Augmentation Master Service Agreement
8. TRB and Associates - Staff Augmentation Master Service Agreement
9. TRB and Associates - Refinery Professional Services Master Service Agreement

14.D ACCEPTING THE PROPOSALS FOR DEVELOPMENT ENGINEERING ON-CALL SERVICES AND AWARDING DEVELOPMENT ENGINEERING MASTER SERVICE AGREEMENTS

RESOLUTION NO. 25-91 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA ACCEPTING PROPOSALS FOR DEVELOPMENT ENGINEERING ON-CALL SERVICES AND AWARDING DEVELOPMENT ENGINEERING MASTER SERVICE AGREEMENTS, EACH IN AN AMOUNT NOT TO EXCEED $325,000, AUTHORIZING UP TO ONE 2-YEAR RENEWAL, AUTHORIZING THE CITY MANAGER TO SIGN THE CONTRACTS ON BEHALF OF THE CITY AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE ANY TASK ORDER, WITHOUT FURTHER ACTION BY THE CITY COUNCIL, THAT IS WITHIN THE TOTAL AUTHORITY OF THE MASTER SERVICE AGREEMENT

Staff and Council discussed this item under Item 14.B.

Staff Report - Development Engineering Master Service Agreements
1. Resolution - Award of Development Engineering Master Service Agreements

2. 4LEAF - Professional Services Master Service Agreement
3. CSG Consultants - Professional Services Master Service Agreement
4. Gray-Bowen-Scott - Professional Services Master Service Agreement
5. TRB and Associates - Professional Services Master Service Agreement
6. 4LEAF - Staff Augmentation Master Service Agreement
7. Ghirardelli Associates - Staff Augmentation Master Service Agreement.pdf
8. Kennedy & Associates - Staff Augmentation Master Service Agreement
9. TRB and Associates - Staff Augmentation Master Service Agreement

14.E TEMPORARY RELIEF OF THE SOUND AMPLIFICATION REGULATIONS FOR AN EVENT AT LUCCA'S BAR AND GRILL, 439 FIRST STREET, ON SUNDAY, JULY 27, 2025

Staff Report - Temporary Relief of Sound Amplification for 439 First Street
1. Resolution - Temporary Relief from Sound Amplification

RESOLUTION NO. 25-92 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA GRANTING TEMPORARY RELIEF OF THE SOUND AMPLIFICATION USE REGULATIONS SECTION 8.20.080 BMC FOR AN EVENT HELD AT LUCCA'S BAR AND GRILL ON SUNDAY, JULY 27, 2025

14.F INITIATE PROCEEDINGS FOR THE FORMATION OF THE BENICIA CITYWIDE PARKS, LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT FOR FISCAL YEAR 2026/27

RESOLUTION NO. 25-93 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA INITIATING PROCEEDINGS FOR THE FORMATION OF THE BENICIA CITYWIDE PARKS, LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT FOR FISCAL YEAR 2026/27

Public Comment:

1. Bob Berman - Mr. Berman discussed concerns regarding this item. He would like development, operation and maintenance of walking and hiking trails to be included.
2. Lori Grundman - Ms. Grundman stated that she supports our parks but does not support this item without a sunset clause.
3. Michael Hayes - Mr. Hayes stated that the mechanism for the funding of this may not be the best.

Staff and Council discussed how decisions regarding hiking trails, shade structures, etc. would be made, the fact that this action has been years in the making, how projects would be decided on, the timing of the Prop 218 process, and the outreach process.

Mario Giuliani, City Manager, noted that the resolution could be amended to include the statement about hiking trails.

Staff Report - Intent to Initiate Proceedings Citywide PLLAD
1. Resolution - Intent to Initiate Proceedings

On motion of Council Member Birdseye, seconded by Mayor Young, Council approved the adoption of Resolution 25-93, as amended, on a roll call by the following vote:

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

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

On motion of Council Member Birdseye, seconded by Council Member Scott, Council approved the adoption of the Consent Calendar, as amended, on a roll call by the following vote:

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

15) BUSINESS ITEMS

15.A CITY COUNCIL WORK PLAN 2025-26

Sarah Shawky, Deputy City Manager, reviewed the staff report and a PowerPoint presentation.

Council and Staff discussed the work plan.

Public Comment:
None

Staff Report - City Council Work Plan 2025-26
1. Work Plan FY 2025-26
2. City of Benicia 5-Year Strategic Plan and Resiliency Plan

On motion of Council Member Birdseye, seconded by Mayor Young, Council approved by minute order, City Council's Work Plan for FY 2025-26, and direct staff to provide regular progress updates., on a roll call by the following vote:

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

15.B CONTINUATION OF APPEAL OF A PLANNING COMMISSION DECISION ON A DESIGN REVIEW APPLICATION FOR 106 WEST J STREET

RESOLUTION NO. 25-94 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA GRANTING THE APPEAL OF A PLANNING COMMISSION DECISION UPHOLDING THE DECISION OF THE HISTORIC PRESERVATION REVIEW COMMISSION DENYING A DESIGN REVIEW APPLICATION FOR 106 WEST J STREET

Suzanne Thorsen, Assistant City Manager, introduced the item.

Jason Hade, Planning Manager, reviewed the staff report.

Public Comment:

1. Steffan Schultz - Mr. Schultz offered to cover costs to have records for the property updated and requested a retro permit be approved and fees waived.

Staff and Council discussed whether paying for those updates was necessary, what fees had been incurred so far, and the permit process.

Staff Report - 106 West J Street
1. Resolution - Grant Appeal - PC Decision Upholding HPRC Decision Deny Design Rev App 106 West J St
2. City Council Staff Report from April 2, 2024
3. Minutes from April 2, 2024 City Council Meeting

On motion of Mayor Young, seconded by Council Member Scott, Council approved the adoption of Resolution 25-94, on a roll call by the following vote:

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

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

Mayor Young adjourned the meeting in honor of Donna Glassford, at 8:09 p.m.

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Deputy City Clerk

AGENDA ITEM
CITY COUNCIL MEETING DATE – JULY 15, 2025
CONSENT CALENDAR

TO : City Manager

FROM : Public Works Director

SUBJECT : **APPROVAL OF THE 2025 UPDATE OF THE BENICIA SEWER SYSTEM MANAGEMENT PLAN**

EXECUTIVE SUMMARY:
All publicly owned wastewater utilities are required by the state to develop and implement a Sewer System Management Plan (SSMP). The SSMP formalizes procedures for proper management, operation and maintenance of all parts of the sanitary sewer system to help reduce and prevent sanitary sewer overflows. SSMP's are to be updated every five years and then re-certified by the governing board. This action approves the 2025 updates to the City's SSMP.

RECOMMENDATION:
Move to adopt a resolution (Attachment 1), approving the 2025 update of the Benicia Sewer System Management Plan in accordance with the requirements of the State Water Resources Control Board (SWRCB) and the San Francisco Bay Regional Water Quality Control Board (RWQCB).

BUDGET INFORMATION:
No budget impacts are associated with this action. The FY25-26 and FY26-27 budget includes staffing, equipment and contract services to implement the SSMP.

BACKGROUND:
The City of Benicia is required by the State Water Resources Control Board and the San Francisco Bay Regional Water Quality Control Board to develop, implement, and update a Sewer System Management Plan. These requirements are applicable to all municipalities and other public entities that own or operate a sanitary sewer system. SWRCB Order No. WQO-2022-0103-DWQ mandates the implementation of the SSMP and requires reporting of sanitary sewer overflows. A SSMP formalizes policies and procedures intended to properly manage, operate and maintain all parts of the sanitary sewer system to help reduce and prevent sanitary sewer overflows. SSMPs must be updated every five years and re-certified by the City's governing board when significant updates are made.

The City's original SSMP was approved by City Council in 2009. Since that time, periodic minor updates have been made, with more significant updates made in

2014 and 2020. The 2014 and 2020 updates were approved by the City Council via Resolutions No. 15-94 and 20-137, respectively.

In October 2022, the State Water Resources Control Board (SWRCB) reissued the Statewide General Order that required sanitary sewer agencies to develop and implement SSMPs (Order WQO-2022-0103-DWQ). *The 2022 General Order superseded the original Order issued by the SWRCB in 2006 (Order 2006-003-DWQ).* The new General Order requires that SSMPs be updated a minimum of every six years, and that the updated SSMP be submitted to the SWRCB by August 2, 2025.

City staff, with assistance from EOA, Inc. have completed the required SSMP update. In addition to updating information and procedures described in the previous (2020) version, the May 2025 SSMP Update addresses several new requirements in the reissued General Order. The updates include:

- General: Revised the overall document format to facilitate future editing. Restructured and added subsections to conform with requirements of the new General Order. Expanded use of hyperlinks to reference external documents rather than reproducing those documents in the SSMP.

- Section 1: Added SSMP Plan Update Schedule, expanded asset overview description, added table for number of sewer connections by type, updated information on Computerized Data Management System (CMMS), added a definitions subsection. Replaced collection system map with version from Cit's GIS system.

- Section 2: Updated Org Chart, added GIS Coordinator position, revised description for Maintenance Superintendent and Field and Utilities Supervisor, added subsection for Spill Reporting Chain of Command.

- Section 3: Revised/expanded listing of legal authorities to conform with General Order requirements.

- Section 4: Updated description of mapping, data management systems, lift station cleaning schedule, training, equipment inventories and plumber outreach. Added discussion of sewer lateral maintenance, added screen shots from CMMS. Deleted hard-copy Operation & Maintenance forms that are no longer used.

- Section 5: Minor updating of text added links to external documents.

- Section 6: Updated descriptions of Sewer Emergency Response Plan (SERP) and 2023 SERP update. Added table cross-referencing General Order requirements with SERP subsections. Expanded subsections for notification and reporting. Added summary table for notification and reporting requirements.

- Section 7: Moved background documents to Appendices.

- Section 8: Updated section to incorporate discussion of the City's 2020 Master Plan Update and Condition Assessment. Added Figure showing recommended CIP project locations. Updated list of current CIP projects.

- Section 10: Updated Table describing public communication activities.

- Appendices: Replaced SERP with current July 2023) version; added current (2021-2024) SSMP Audit;

The City's SSMP can be found on the City's website (www.ci.benicia.ca.us) under: City Departments>Public Works>Publications and Forms>Sewer System Management Plan or at the following link:

https://www.ci.benicia.ca.us/index.asp?SEC=C093A405-81FC-4A74-A441-04402BD7F860&DE=205641B4-E47C-470C-B6EF-DF968FA17F4D

City staff recommends approving the 2025 update of the Benicia Sewer System Management Plan, in accordance with the requirements of the SWRCB and RWQCB.

NEXT STEPS:
City staff will continue to review and update the SSMP as necessary.

ALTERNATIVE ACTIONS:
City Council could choose not to approve the 2025 update, which could put the City at risk for being out of compliance with the SWRCB and RWQCB.

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

ATTACHMENT:
1. Resolution - 2025 Update of the Benicia Sewer System Management Plan

For more information contact Danielle Bonham, Public Works Director
Phone: 707-746-4389
E-mail: DBonham@ci.benicia.ca.us

RESOLUTION NO. 25-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA APPROVING THE 2025 UPDATE OF THE CITY'S SEWER SYSTEM MANAGEMENT PLAN, IN ACCORDANCE WITH THE REQUIREMENTS OF THE STATE WATER RESOURCES CONTROL BOARD AND THE SAN FRANCISCO BAY REGIONAL WATER QUALITY CONTROL BOARD

WHEREAS, the City of Benicia, along with all public entities that own or operate sanitary sewer systems, is required by State Water Resources Control Board (SWRCB) Order No. WQO-2022-0103-DWQ to develop and implement a Sewer System Management Plan (SSMP) in accordance with implementation schedules mandated by the SWRCB and the San Francisco Bay Regional Water Quality Control Board (RWQCB); and

WHEREAS, the SSMP must be updated every five years and re-certified by the City's governing board when significant updates are made; and

WHEREAS, the City's original SSMP was approved by City Council in 2009. Since that time, periodic minor updates have been made, with more significant updates made in 2014 and 2020. The 2014 and 2020 updates were approved by the City Council via Resolutions No. 15-94 and 20-137, respectively; and

WHEREAS, in October 2022, the State Water Resources Control Board (SWRCB) reissued the Statewide General Order that required sanitary sewer agencies to develop and implement SSMPs (Order WQO-2022-0103-DWQ). *The 2022 General Order superseded the original Order issued by the SWRCB in 2006 (Order 2006-003-DWQ).* The new General Order requires that SSMPs be updated a minimum of every six years, and that the updated SSMP be submitted to the SWRCB by August 2, 2025; and

WHEREAS, City staff, with assistance from EOA, Inc. have completed the required SSMP update. In addition to updating information and procedures described in the previous (2020) version, the May 2025 SSMP Update addresses several new requirements in the reissued General Order; and

WHEREAS, the City Council supports and endorses the formalization of policies and procedures intended to properly manage, operate and maintain all parts of the sanitary sewer system to help reduce and prevent sanitary sewer overflows.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Benicia hereby approves the 2025 update of the City's Sewer System Management Plan, in accordance with the requirements of the SWRCB and RWQCB.

*****

On motion of Council Member , and 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 15th day of July, 2025 by the following vote.

Ayes:

Noes:

Abstain:

Absent:

_____
Steve Young, Mayor

Attest:

_____
Lisa Wolfe, City Clerk

_____
Date

Exhibit A
2025 Update of the Sewer System Management Plan
[see next page]

City of Benicia
Sewer System
Management Plan (SSMP)

CIWQS Agency Name: Benicia City

CIWQS WDID: 2SSO10095

June 2025 Update

City of Benicia
Public Works Department
250 East L Street
Benicia, California 94510
(707) 746-4240

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Preface

This Sewer System Management Plan (SSMP) has been prepared pursuant to the requirements of State Water Resources Control Board (SWRCB) Order No. WQO-2022-0103-DWQ, *Statewide General Waste Discharge Requirements for Sanitary Sewer Systems* (General Order). The content of this SSMP reflects the specific requirements of the General Order, and was also informed by the *SSMP Development Guide,* developed jointly by the San Francisco Bay Regional Water Quality Control Board and the Bay Area Clean Water Agencies (BACWA) in 2005, and by the subsequent *Guide for Developing and Updating of Sewer System Management Plans* prepared by BACWA in 2024.

Each section of this SSMP corresponds to a required "element" as described in Appendix D of the General Order. The requirements for each element are also provided as a preface to each section of this SSMP section. In some cases, a section may also include additional information (in subsections) that are not parted of the element's required content.

CIWQS Identification

The following designations are used in CWIQS to identify the City and its collection system:

Agency: Benicia City

WDID: 2SSO10095

Collection System: Benicia City CS

1.0 Goal and Introduction

The goal of the Sewer System Management Plan (Plan) is to provide a plan and schedule to: (1) properly manage, operate, and maintain all parts of the Enrollee's sanitary sewer system(s), (2) reduce and prevent spills, and (3) contain and mitigate spills that do occur. The Plan must include a narrative Introduction section that discusses the following items:

1.1. Regulatory Context

The Plan Introduction section must provide a general description of the local sewer system management program and discuss Plan implementation and updates.

1.2. Sewer System Management Plan Update Schedule

The Plan Introduction section must include a schedule for the Enrollee to update the Plan, including the schedule for conducting internal audits. The schedule must include milestones for incorporation of activities addressing prevention of sewer spills.

1.3. Sewer System Asset Overview

The Plan Introduction section must provide a description of the Enrollee-owned assets and service area, including but not limited to:

- *Location, including county(ies);*
- *Service area boundary;*
- *Population and community served;*
- *System size, including total length in miles, length of gravity mainlines, length of pressurized (force) mains, and number of pump stations and siphons;*
- *Structures diverting stormwater to the sewer system;*
- *Data management systems;*
- *Sewer system ownership and operation responsibilities between Enrollee and private entities for upper and lower sewer laterals;*
- *Estimated number or percent of residential, commercial, and industrial service connections; and*
- *Unique service boundary conditions and challenge(s).*

Additionally, the Plan Introduction section must provide reference to the Enrollee's up-to-date map of its sanitary sewer system, as required in section 4.1 (Updated Map of Sanitary Sewer System) of this Attachment.

1.1. Regulatory Context

The City of Benicia's sewer system is managed through the Public Works Department under the direction of the Public Works Director. Operations and maintenance (O&M) of the system is assigned to the Public Works Maintenance Division, Sewer Collection section. The Section's Maintenance Superintendent has responsibility for day-to-day management of field maintenance staff, SSMP implementation, spill reporting, and related activities. Additional support for SSMP implementation and SSMP updating is also provided by the Public Works Management Analyst, the Wastewater Operations Division, the Public Works Engineering Department, and outside consultants. Additional information on the organizations structure is provide in Section 2.

This SSMP was prepared by the Public Works Department management and staff with support from EOA Inc. The SSMP is a compendium of the policies, procedures, and activities that are

included in the planning, management, operation, and maintenance of the City's sanitary sewer system.

1.2. Sewer System Management Plan Update Schedule

The State Water Board's SSMP Update web site lists the following due dates:

- SSMP Update: August 2, 2025
- SSMP Audit: February 2, 2025 (six months after end of required 3-year audit period, listed as August 2, 2024). The audit was conducted on January 8, 2025 and uploaded into CIWQS. The next audit will cover the period through August 2, 2027 and must be uploading into CIWQS by February 2, 2028.

1.3 Sewer System Asset Overview

The City of Benicia is located entirely with Solano County, approximately 35 miles northeast of San Francisco and 57 miles southwest of Sacramento. The City was founded in 1847 along the north shore of the Carquinez Strait, where the combined flows of the Sacramento and San Joaquin rivers have cut a deep gorge through the Coast Range. The Strait is a crucial link in northern California's inland waterway, connecting San Pablo Bay and San Francisco Bay to the west with the Sacramento and San Joaquin River deltas to the east. Through the Strait, ocean-going ships can reach the Port of Benicia or continue on to the Central Valley ports of Sacramento and Stockton.

The City has a population of approximately 26,500 as of July 2023 as reported by the US Census Bureau. The City's sewer collection system service area coincides with the City boundaries, covering an area of 14.1 square miles. The collection system consists of 160 miles of gravity sewers, a 3-mile wet-weather relief line, 5 miles of force mains, 23 pump stations, and approximately 80 miles of privately-owned laterals. The gravity sewer lines range in size from 4-36 inches in diameter. Most of the force mains are relatively short and connect to the nearest gravity sewer, except for a larger (12-14 inch) force main conveyance system along Bayshore Road and Park Road that serves the industrial area and residences on the east side of the City. There are no siphons on the system. There are no satellite collection systems that discharge to the City's sewer system.

In 1958 the City completed construction of a Wastewater Treatment Plant on East 5th Street. The plant has been upgraded and expanded several times as the community grew. The plant currently has a permitted average dry weather flow capacity of 4.5 MGD. Its discharge system consists of a 1,100-foot long outfall pipeline and a 150-foot long outfall diffuser pipeline. The Wastewater Treatment Plant is operated under an NPDES permit (Order R2-2025-0001) and several additional Regional NPDES permits issued by Regional Water Board.

The sewer system has over 9,000 sewer service connections, the vast majority of which are residential connections. A breakdown of connections by type is provided in Table 1.1. Valero Refinery, which is within the City boundaries, has its own collection system and wastewater treatment plant that operates under a separate NPDES permit.

Table 1. Number of Sewer Connection by Type

Type of Service	Number
Residential	8,392
Multi Family	322
Mobile Home	13
Commercial	483
Industrial	72
Municipal	27

Source: City of Benicia Finance Department. January 2025

Figure 1 shows the service area and the location of key City facilities. The City's wastewater collection and treatment operations are closely integrated and utilize common administrative facilities and engineering and administrative staff. The City does not believe that there are unique service boundary conditions and challenges.

The stormwater collection system is separate from the sanitary sewer system, and there are no structures that divert stormwater to sanitary sewer system.

The City's sewer collection system and wastewater treatment plant are funded through the City's Enterprise Fund, funded primarily by ratepayers paying bi-monthly bills.

The City utilizes the NEXGEN computerized maintenance management system (CMSS) which incorporates the usual CMMS functions such as work order generation and tracking, cleaning schedules, archiving of historic maintenance data, asset information, etc. The NEXGEN system is linked to a GIS-based map system that is maintained by the City's IT Department. NEXGEN is also used by the Water Operations Division and Wastewater Treatment Plant. CCTV videos and related information are managed using IT Pipes software. Additional information and screen shots from these data management systems are provided in Section 4.2

1.4 Definitions and Abbreviations

The following are acronyms and abbreviations used in this SSMP and associated documents

Bay Area Clean Water Agencies (BAWCA)

Backwater Prevention Device

A type of valve installed on a sewer lateral to prevent flows caused by blockages in sewer mains from backflowing into buildings. Also referred to as an overflow protection Device (OPD) or "Contra Costa Valve".

Best Management Practices (BMP)

Procedures employed in commercial kitchens to minimize the quantity of grease that is discharged to the sanitary sewer system. Examples include scraping food scraps into a garbage can and dry wiping dishes and utensils prior to washing.

Building Sewer – see Sewer Lateral

California Integrated Water Quality System (CIWQS)

The State Water Resources Control Board's online electronic reporting system that is used to report sewer spills, certify completion of the SSMP, and provide information on the sanitary sewer system.

California Office of Emergency Services (CAL-OES)

Capital Improvement Plan (CIP)

A City document that identifies future capital improvements to the City's sanitary sewer system.

Capacity, Management, Operations, and Maintenance (CMOM)

Refers to the federal (USEPA) program for regulating operation of sewer collection systems. CMOM requirements were incorporated into draft regulations that were subsequently withdrawn. The SSMP and its requirements closely resemble the CMOM program.

Clean Out or Property Line Clean Out

Refers to the clean out that is typically located on the building lateral near the sidewalk or at the edge of the City's right-of-way. The property line clean out is used to provide access to maintain the lower lateral. A two-way or "Tee" cleanout will provide access to both the upper and lower laterals.

Category 1, 2, 3, 4 Spills – see "Spills" below, and also Table 7

Closed Circuit Television (CCTV)

Refers to the process and equipment that is used to internally inspect the condition of gravity sewers. CCTV video is typically recorded on tape, DVD, or hard drive.

Computerized Maintenance Management System (CMMS)

Refers to a database application used to manage and document maintenance activities of a collection system.

Data Submitter (DS)

Refers to the individual(s) designated by the City to submit spill reports on the CIWQS system. The DS must be formally designated and registered with the SWRCB, with an assigned user name and password. A DS cannot certify SSO reports. (See also LRO)

Drainage Conveyance System

A drainage conveyance system is a publicly- or privately-owned separate storm sewer system, including but not limited to drainage canals, channels, pipelines, pump stations, detention basins, infiltration basins/facilities, or other facilities constructed to transport stormwater and non-stormwater flows.

Enrollee

A public, private, or other non-governmental entity that has obtained approval for regulatory coverage under the General Order. The City of Benicia is an Enrollee

Fats, Oils, and Grease (FOG)

Refers to fats, oils, and grease typically associated with food preparation and cooking activities that can cause blockages in the sanitary sewer system.

Fiscal Year (FY).

Food Service Establishment (FSE)

Refers to commercial or industrial facilities where food is handled/prepared/served that discharge to the sanitary sewer system.

General Order

Refers to State Water Board Order 2022-0013-DWQ, *Statewide Waste Discharge Requirements – General Order for Sanitary Sewer Systems*. The term General Order is also used throughout Order 2022-0013-DWQ in referring to itself.

Geographical Information System (GIS)

Refers to the system that it uses to capture, store, analyze, and manage geospatial data associated with the City's sanitary sewer system assets.

Global Positioning System (GPS) Device

Refers to the handheld unit that can be used to determine the longitude and latitude of sanitary sewer overflows for use in meeting CIWQS reporting requirements. Can also be used to geolocate assets for the GIS.

Grease Removal Devices (GRDs)

Refers to grease traps and grease interceptors that are installed to remove FOG from the wastewater flow at food service establishments.

Infiltration/Inflow (I/I)

Refers to water that enters the sanitary sewer system from storm water and groundwater and increases the quantity of flow. Infiltration enters through defects in the sanitary sewer system after flowing through the soil. Inflow enters the sanitary sewer without flowing through the soil. Typical points of inflow are holes in manhole lids and direct connections to the sanitary sewer (e.g. storm drains, area drains, and roof leaders).

Lateral

Refers to the piping that conveys sewage from a building to the City's sewer main. A distinction is sometimes made between the upper lateral (from building to property line, also referred to as the Building Sewer) and the lower lateral (from property line to the sewer main).

Legally Responsible Official (LRO)

Refers to the individual(s) designated by the City to certify spill reports in CIWQS. The LROs must be formally designated and registered with the SWRCB, with assigned user name and password. Both data submitters or LROs can submit reports in CIWQS, but only LROs can certify reports.

Manhole (M/H)

Million Gallons per Day (MGD)

Monitoring and Reporting Program (MRP)

Refers to the Monitoring and Reporting Program section of the General Order.

Office of Emergency Services (OES)

Refers to the California State Office of Emergency Services

Operations and Maintenance (O&M)

Pipeline Assessment and Certification Program (PACP)

Refers to the NASSCO certification program that is used for the evaluation and condition assessment of sewer lines and appurtenances from closed circuit televising of the lines and appurtenances.

Private Lateral Sewage Discharge (PLSD)

Refers to a discharge from a sewer lateral or system that is not owned/operated by the City.

Preventative Maintenance (PM).

Refers to maintenance activities intended to prevent failures of the sanitary sewer system facilities (e.g. cleaning, CCTV, repair).

Regional Water Quality Control Board (RWQCB or Regional Water Board)

Refers to the San Francisco Bay Regional Water Quality Control Board, a part of the State Water Resources Control Board.

Sanitary Sewer System

The system that is designed to convey sewage, including but not limited to, pipes, manholes, pump stations, siphons, wet wells, diversion structures and/or other pertinent infrastructure, upstream of a wastewater treatment plant headworks, including:

- Laterals owned and/or operated by the Enrollee;
- Satellite sewer systems; and/or
- Temporary conveyance and storage facilities, including but not limited to temporary piping, vaults, construction trenches, wet wells, impoundments, tanks and diversion structures.

Sewer System Management Plan (SSMP)

Spill

A discharge of sewage from any portion of a sanitary sewer system due to a sanitary sewer system overflow, operational failure, and/or infrastructure failure. Exfiltration of sewage is not considered to be a spill under this General Order if the exfiltrated sewage remains in the subsurface and does not reach a surface water of the State.

Category 1:

A Category 1 spill is a spill of any volume of sewage from or caused by a sanitary sewer system regulated under the General Order that results in a discharge to:

- A surface water, including a surface water body that contains no flow or volume of water; or
- A drainage conveyance system that discharges to surface waters when the sewage is not fully captured and returned to the sanitary sewer system or disposed of properly.

Any spill volume not recovered from a drainage conveyance system is considered a discharge to surface water, unless the drainage conveyance system discharges to a dedicated stormwater infiltration basin or facility.

A spill from a City-owned and/or operated lateral that discharges to a surface water is a Category 1 spill;

Category 2:

A Category 2 spill is a spill of 1,000 gallons or greater, from or caused by a sanitary sewer system regulated under this General Order that does not discharge to a surface water.

A spill of 1,000 gallons or greater that spills out of a lateral and is caused by a failure or blockage in the sanitary sewer system, is a Category 2 spill.

Category 3:

A Category 3 spill is a spill of equal to or greater than 50 gallons and less than 1,000 gallons, from or caused by a sanitary sewer system regulated under this General Order that does not discharge to a surface water.

A spill of equal to or greater than 50 gallons and less than 1,000 gallons, that spills out of a lateral and is caused by a failure or blockage in the sanitary sewer system is a Category 3 spill.

Category 4:

A Category 4 spill is a spill of less than 50 gallons, from or caused by a sanitary sewer system regulated under this General Order that does not discharge to a surface water.

A spill of less than 50 gallons that spills out of a lateral and is caused by a failure or blockage in the sanitary sewer system is a Category 4 spill.

Spills that include multiple appearance points resulting from a single cause are considered a single spill for documentation and reporting purposes in CIWQS.

Wastewater backups into buildings caused by a blockage or other malfunction of a building lateral that is privately owned are not considered failures of the City's sewer system and do not require reporting by the City.

Note: The previous General Order used the term "Sanitary Sewer Overflow" (SSO) to describe releases from the sewer system. That terminology is not used in the current General Order, but may be still be used in other documents, and still appears in some places on the State Water Board web site.

Spill Emergency Response Plan (SERP)

A Plan that describes actions taken by the City in response to a spill, notification and reporting requirements, and other related items. The SERP is required as Element 6 of this SSMP.

Spill Report

Refers to sanitary sewer overflow report submitted through CIWQS

State Water Resources Control Board (SWRCB)

Refers to the California Environmental Protection Agency (EPA) State Water Resources Control Board (a.k.a. State Water Board). The SWRCB is the parent agency of the Regional Water Board, and issued the General Order.

Supervisory Control and Data Acquisition (SCADA)

Refers to the system that is employed by the City to monitor the performance of its pump stations and to notify the operating staff when there is a condition that requires attention.

Surface Water

In the context of sewer spills, refers to streams and creeks, the Bay and its sloughs, wetlands, ocean, lakes, and other water bodies. Unless fully recovered, spills that reach storm sewers are deemed to reach surface water.

Water of the State [Definition from California Water Code § 13050(e)]

Water of the State means any water, surface or underground, including saline waters, within the boundaries of California.

Waste Discharge Requirements (WDR)

Refers to an order regulating the discharge of wastes issued under the authority of the California Water Code. WDRs are issued by both the SWRCB and Regional Water Boards, and may apply to individual dischargers or groups of dischargers (the latter are typically referred to as General or Statewide Orders). General Order No. 2022-0103-DWQ is a WDR.

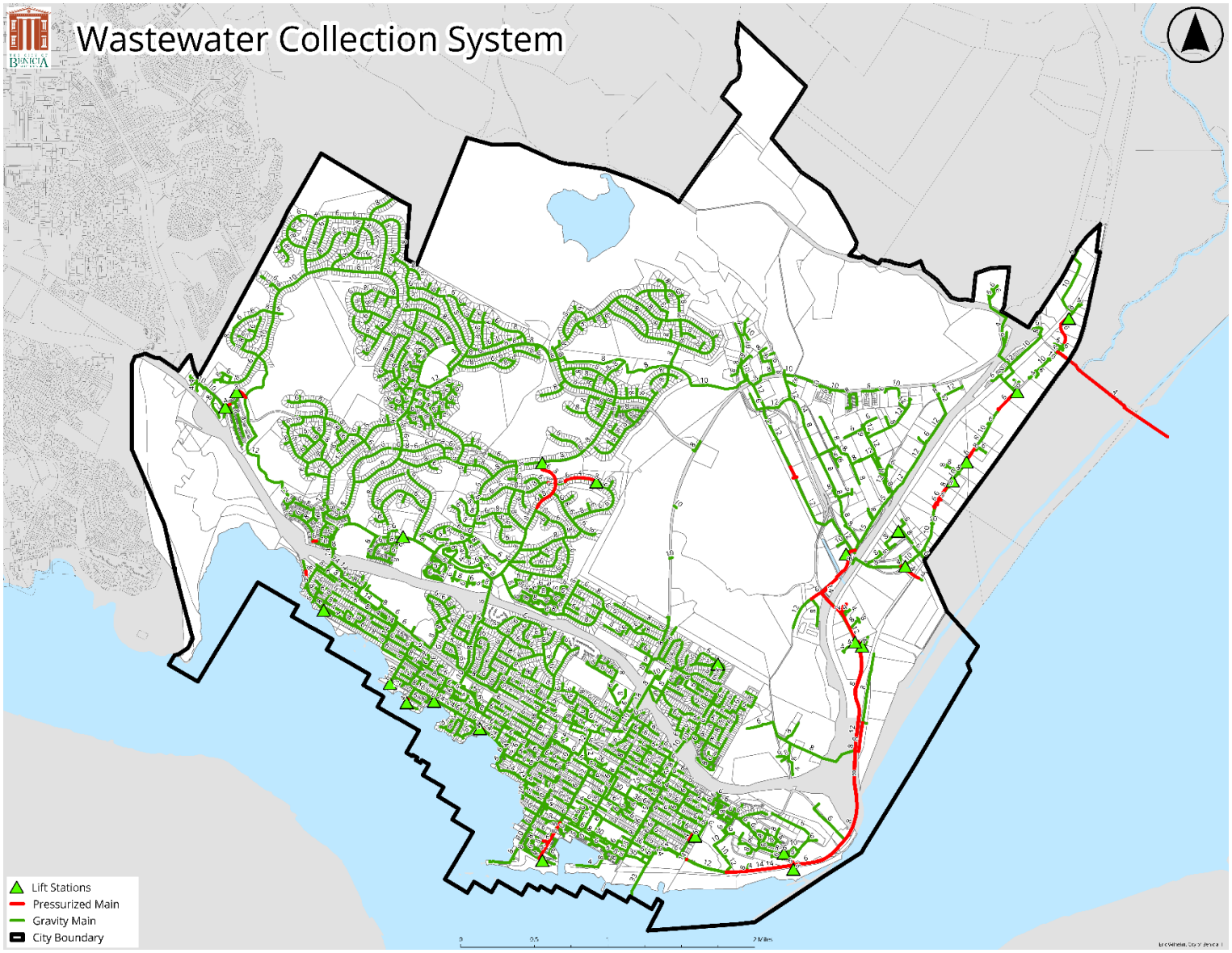


Figure 1. Sewer Service Area

2.0 Organization

The Plan must identify organizational staffing responsible and integral for implementing the local Sewer System Management Plan through an organization chart or similar narrative documentation that includes:

- *The name of the Legally Responsible Official as required in section 5.1 (Designation of a Legally Responsible Official) of this General Order;*
- *The position titles, telephone numbers, and email addresses for management, administrative, and maintenance positions responsible for implementing specific Sewer System Management Plan elements;*
- *Organizational lines of authority; and*
- *Chain of communication for reporting spills from receipt of complaint or other information, including the person responsible for reporting spills to the State and Regional Water Boards and other agencies, as applicable. (For example, county health officer, county environmental health agency, and State Office of Emergency Services.)*

2.1 Name of Legally Responsible Official

The City's current LROs are listed below. Contact information is provided in Section 2.3. The Maintenance Superintendent is the primary LRO. For spill reporting, the WWTP Superintendent serves as backup.

Table 2. Listing of Current LROs

Name	Position
John Gant	Maintenance Superintendent
Andy Morris	WWTP Superintendent

2.2 Organization Chart

An organization chart for those individuals and entities responsible for implementing the SSMP is provided as Figure 2. The roles and responsibilities for those identified on the chart are described in Section 2.3, followed by names and contact information in Section 2.4.

2.3 Roles and Responsibilities

City Council: Responsibility for certifying the SSMP and providing the necessary funding for its implementation lies with the City Council. An organization chart for staff of the Public Works Department involved in sewer system management and SSMP implementation is presented in Figure 2. Roles and responsibilities of those individuals are as follows:

Public Works Director: Establishes Department policy, authorize outside contractors to perform services, serve as public information officer, provide information updates to the City Council, and arrange for emergency meetings if necessary.

Deputy Director of Operations/City Engineer: Provides operational oversight of the SSMP. Will lead Engineering staff, allocate resources, delegate responsibility, and oversee O & M and

capital budgets. This position also will prepare collection system planning documents, manage the capital improvement delivery system, and document new and rehabilitated assets.

Deputy Director of Operations/City Engineer: Provides operational oversight of the SSMP. Leads Engineering staff, allocate resources, delegate responsibility, and oversee O & M and capital budgets.

Engineering Technician: Ensures that new and rehabilitated assets meet city standards, work with field crews to handle emergencies when contractors are involved and provide verbal reports to the City Engineer.

City Engineering Staff: Works as needed to implement applicable permits, laws and regulations, capital projects, and provides support to all parts of operation.

GIS Coordinator: Supports updating of sewer system maps and GIS components of CMMS.

Maintenance Superintendent: Provides administrative oversight and support for the Water and Wastewater groups within the Public Works Maintenance Division, including budget development and implementation. Oversees development/updating of the Spill Emergency Response Plan, spill documentation and reporting, preparation of the Annual Report. Participates in SSMP Audit and SSMP updating, and provides relevant information to Public Works Department management. The Maintenance Superintendent serves as the primary LRO.

Field Utilities and Streets Supervisor: Manages collection system field O&M activities, leads spill response, investigates and reports spills, and has responsibility for much of the day-to-day implementation of the SSMP.

Field Maintenance Staff: Conduct preventive maintenance activities, mobilizes and responds to notification of stoppages and spills (mobilize sewer cleaning equipment, bypass pumping equipment, portable generators, etc), conducts spill cleanup, and (when needed) monitoring. Along with the Maintenance Superintendent, collects information required for documentation and reporting of spills.

Wastewater Treatment Plant Superintendent: Responsible for oversight of treatment plant operations and collection system lift station O&M. Serves a primary LRO for NPDES permit reporting and backup LRO for spill reporting. Participates in SSMP Audits and SSMP updating.

Wastewater Treatment Plant Operations and Maintenance Staff: Monitor, inspect, and perform routine maintenance at lift stations.

Water Quality Supervisor: Oversees FOG program implementation and public education, responsible for spill monitoring, and coordinates with internal or contract laboratory for analyses of monitoring samples.

In addition to the above, outside contractors and consultants may provide technical support for SSMP updating and internal audits, engineering studies and design, collection system O&M, advice on compliance and reporting issues, analysis of monitoring samples and other Program needs.

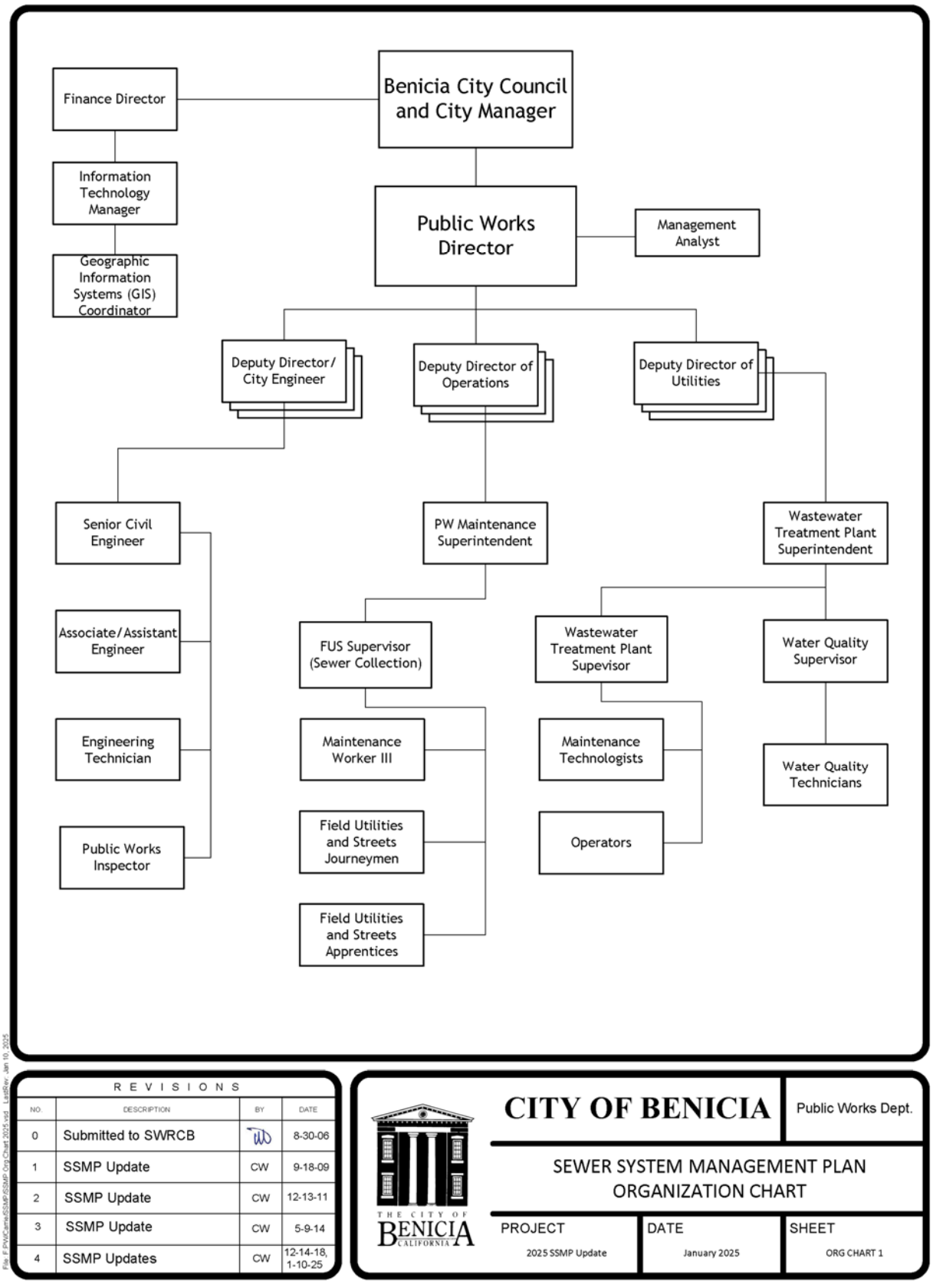


Figure 2. SSMP Organization Chart

2.3 Contact Information

Contact information is provided for the positions described above. Phone numbers for the positions listed do not change when staffing changes, however, email addresses will change. Format for email is first initial+last name@ci.benicia.ca.us

Table 3. Contact Information

Position	Phone Number
Public Works Director	707-746-4240
City Engineer	707-746-4240
Engineering Technician	707-746-4240
City Engineering Staff	707-746-4240
Maintenance Superintendent	707-746-4296
Field Maintenance Staff	707-746-4296
WWTP Superintendent	707-746-4336
Water Quality Supervisor	707-746-4336
Water Quality Technician	707-746-4336
Management Analyst	707-746-4240

2.4 Chain of Communication for Reporting Spills

The following describes the chain-of communication for spill response and reporting (derived from SERP Section 6).

Lift Station Alarms

The City operates 23 lift stations. In the event of a station failure the SCADA alarm system is activated and the WWTP Operations staff is contacted. To prevent spills, wastewater from the wet well can either be pumped into a vacuum truck for disposal or bypassed around the station into the sanitary sewer system

Public Observation

Public observation is the most common way that the City is notified of blockages and spills. Contact numbers and information for reporting spills are on the City's web site at https://www.ci.benicia.ca.us/corpyard . The City's telephone number for reporting sewer problems is (707) 746-4296

> Normal Work Hours: When a report of a sewer spill or backup is received during normal work hours, Corp Yard administrative staff receives the call and completes the Sewer Overflow Service Call Report. The information is forwarded to the FUS Supervisor or Maintenance Superintendent who will then dispatch a collection crew to the incident.

After Hours: After hours callers are directed to call Police dispatch which will notify the On-Call Employee. The On-Call Employee will perform and investigation, document findings and call for spill response support as needed.

When calls are received, either during normal work hours or after hours, the individual receiving the call will collect the following information:

- Date, time, and method of notification
- Date and time the complainant first noticed the spill, if applicable
- Narrative description of the complaint, including any information the caller provided regarding whether the spill has reached surface waters or drainage conveyance system
- Complainant's contact information
- Final resolution of the complaint

City Staff Observation

City staff conduct periodic inspections of the sewer system facilities as part of routine activities. Any problems notes are reported to the appropriate City staff, who in turn respond to emergency situations. Work Orders are issued to correct non-emergency conditions.

Contractor Observation

Refer to SERP Section 6.4

3.0 Legal Authority

The Plan must include copies or an electronic link to the Enrollee's current sewer system use ordinances, service agreements and/or other legally binding procedures to demonstrate the Enrollee possesses the necessary legal authority to:

- *Prevent illicit discharges into its sanitary sewer system from inflow and infiltration (I&I); unauthorized stormwater; chemical dumping; unauthorized debris; roots; fats, oils, and grease; and trash, including rags and other debris that may cause blockages;*
- *Collaborate with storm sewer agencies to coordinate emergency spill responses, ensure access to storm sewer systems during spill events, and prevent unintentional cross connections of sanitary sewer infrastructure to storm sewer infrastructure;*
- *Require that sewer system components and connections be properly designed and constructed;*
- *Ensure access for maintenance, inspection, and/or repairs for portions of the service lateral owned and/or operated by the Enrollee;*
- *Enforce any violation of its sewer ordinances, service agreements, or other legally binding procedures; and*
- *Obtain easement accessibility agreements for locations requiring sewer system operations and maintenance, as applicable.*

Table 4. Documentation of Legal Authority

Legal Authority to	Benicia Municipal Code or California Plumbing Code (CPC) Reference[1]
Prevent Illicit discharges	13.50.010, 13.50.040 13.50.042, 13.50.070
Prevent inflow and infiltration	13.50.040A Par.12
Prevent discharge of fats, oils and grease	13.50.040A Par. 2, 17 13.50.070, 13.50.075, CPC 305.1
Prevent chemical dumping	13.50.040 Par. 1,4,5,7,11,14,15 13.50.090, 13.50.095, CPC 305.1
Prohibit/control trash & debris	13.50.040A Par. 2, CPC 305.1
Collaborate with Stormwater Agencies	N/A (see note 2)
Require Proper Design and Construction;	13.50.150, 13.60 et seq, 13.64.020, CPC 304.1et seq
Access City-owned or operated service laterals for maintenance, inspection, or repairs.	13.50.200, 13.60.050, 13.64.040, 8.04 et seq, UAC 202.3
Enforce violations of its sewer ordinances, service agreements, or other legally binding procedures;	1.08 et seq, 8.04 et seq 13.50.255 through .315, 13.76 et seq
Obtain easement accessibility agreements for O&M	13.64.040 See note 3

1. In 2022, the City adopted Ordinance No. 22-12, which repealed Title 15 (Building and Construction) of the City's Municipal Code and adopted by reference the 2022 California Building Standards Code Title 24, which includes numerous building-related codes, including the California Plumbing Code, 2022 Edition, with Appendix Chapters A, B, E, I, K, and L. Ordinance 22-12 also adopted several amendments to the CA Plumbing Code that relate to inspection, fees, and installation of clean-outs on sewer laterals.
2. The City operates the stormwater system within the sewer service area and therefore does not require specific legal authority for coordination.
3. Code Section 13.64.040 states that all sewers constructed in rights-of-way or easements shall be conveyed to and owned by the City.

4.0 Operations and Maintenance Program

The Plan must include the items listed below that are appropriate and applicable to the Enrollee's system.

4.1. Updated Map of Sanitary Sewer System

An up-to-date map(s) of the sanitary sewer system, and procedures for maintaining and providing State and Regional Water Board staff access to the map(s). The map(s) must show gravity line segments and manholes, pumping facilities, pressure pipes and valves, and applicable stormwater conveyance facilities within the sewer system service area boundaries.

4.2. Preventive Operation and Maintenance Activities

A scheduling system and a data collection system for preventive operation and maintenance activities conducted by staff and contractors.

The scheduling system must include:

- *Inspection and maintenance activities;*
- *Higher-frequency inspections and maintenance of known problem areas, including areas with tree root problems;*
- *Regular visual and closed-circuit television (CCTV) inspections of manholes and sewer pipes.*

The data collection system must document data from system inspection and maintenance activities, including system areas/components prone to root-intrusion potentially resulting in system backup and/or failure.

4.3. Training

In-house and external training provided on a regular basis for sanitary sewer system operations and maintenance staff and contractors. The training must cover:

- *The requirements of this General Order;*
- *The Enrollee's Spill Emergency Response Plan procedures and practice drills;*
- *Skilled estimation of spill volume for field operators; and*
- *Electronic CIWQS reporting procedures for staff submitting data.*

4.4. Equipment Inventory

An inventory of sewer system equipment, including the identification of critical replacement and spare parts.

4.1 Collection System Maps

The Engineering Division is responsible for compiling, maintaining and publishing a citywide utility map book titled The City of Benicia Water, Sewer and Storm Drains Utility Maps. This document shows the approximate location and size of all water, sewer and storm drain lines. The utility map system was originally based on CAD drawings. The CAD-based maps were updated in 2008, with revised pages bound into the map books in 2010. These are carried in Maintenance crew trucks for reference. However, the historic utility mapping system has transitioned to a GIS-based system as described below.

The City uses the NEXGEN software to perform the functions of a computerized maintenance management system (CMMS). The system includes an integrated GIS-based mapping system for

sewer assets hosted by the City's IT Department. Necessary map corrections and updates are tracked by the Public Works Maintenance Superintendent and Collection System Maintenance Supervisor and forwarded to the City's GIS Coordinator for updating the GIS files. These maps and related information from NEXGEN are available to Maintenance crew in the field via their tablet computers. The City can provide an electronic copy (pdf format) of the map book or screen shots of the GIS-based maps to the Regional and/or State Water Board upon request.

Boundary Map

The City will upload an electronic sanitary sewer system service area boundary map as required under Section 3.8 of Attachment E1 of the General Order, in accordance with the specifications provided by the State Water Board.

4.2. Preventive Operation and Maintenance Activities

Sewer Mains

The City has a preventive maintenance program to minimize sewer overflows and to keep the wastewater flowing to the treatment plant. The program employs a full-time collection crew comprised of five members that include a crew leader, journeymen and apprentice, plus the Field Utilities Supervisor and Maintenance Superintendent. Equipment used for preventive maintenance include two Vactor Combination Truck that provides high-flow vacuum and high pressure water jetting, a power rodder, handrod, CCTV Van and lateral "push" camera, backhoe, dump truck, and utility trucks.

The NEXTGEN CMMS is used for scheduling of sewer main maintenance activities, generating work orders, and related data collection and archiving. Routine cleaning frequencies for sewer mains and lift stations are set based on historic experience, history of spills, CCTV observations and environmental sensitivity. Infrastructure in close proximity to surface water is given a higher priority for televising, cleaning, and repair.

Sewer cleaning activities can be broken into two general categories, "Top-down" cleaning and Targeted Cleaning. Top-down cleaning involves cleaning the entire collection system, starting from the furthest reaches and working down to the treatment plant. Top-down cleaning is typically repeated on a three-year cycle. Targeted Cleaning focuses on those segments (a.k.a. "watch areas") known to require more frequent maintenance because of pipe slope, pipe condition, and other factors. These segments may be assigned quarterly, semi-annual or annual cleaning frequencies. Figure 3 is an example screen shot from NexGen of a pipeline segment.

The City's target for total sewer cleaning activities is 8,000 – 15,000 feet per month. This range includes both flushing and rodding (for root removal).

Observation made during cleaning operations can be entered into NEXGEN by the Collections crew using the field tablet computers.

CCTV inspections are performed to identify structural deficiencies and prioritize future repair/replacement activities, to aid in prioritizing cleaning activities, and to identify unapproved connections. CCTV inspections are done primarily in coordination with "top-down" cleaning (line segments are inspected with CCTV after cleaning). The City's target CCTV footage is

approximately 55,000 ft/year. CCTV inspection videos are managed using the IT Pipes software that utilize industry standard Pipeline Assessment Certification Program (PACP) condition ratings. Figure 4 provides an example generated from the CCTV software.

The City's 2020 Wastewater Master Plan Update and Major Facilities Condition Assessment included an assessment process that identified and prioritized 23 potential CIP projects for the collection system. The assessment was informed in part by CCTV inspections. The Master plan Update is discussed in greater detail in Section 8.

As a supplement to O&M activities described above, the City utilizes an outside contractor (Duke's Root Control) to provide periodic root control treatments to it sewer mains. The frequency of treatments is based on what is found during inspections, with re-treatedment as needed based on follow up inspections. The goal is to follow up within two years, as that is the timeframe that the product covers

The City employs two SmartCovers to monitor surcharge conditions in certain manholes, providing an "early warning" for potential spills. The vendor, Hadronex, monitors the equipment and notifies City staff via text message/email when the water level in the manhole reaches a preset level. City staff then goes to the location to verify the problem and troubleshoot for cause. The SmartCovers are located at the Robert Semple Crossing manhole and West Channel Road manhole.

Reports and logs formerly used to document sewer main cleaning activities have been largely superseded by the CMMS which can generate various summary screens and reports "on demand". Appendix B contains several "hard copy" procedures relevant to cleaning activities.

Sewer Laterals

Both the upper and lower sewer laterals that connect structures to the sewer mains are owned by the property owner of the parcel on which they are located. Maintenance of the upper lateral (a.k.a. building sewer) is the responsibility of the property owner. The City's policy regarding maintenance of the lower lateral is as follows (Benicia Municipal Code Section 13.60.050 Maintenance Generally):

A. The owner shall maintain the building sewer and all other sewage facilities located on his property. The city shall maintain lateral sewers if all of the following conditions are met:

1. The lateral is constructed in accordance with city requirements and is approved by the city for maintenance;

2. There is an approved cleanout located within five feet of the property boundary and the cleanout is accessible;

3. Normal maintenance work can be conducted without moving or damaging private property.

B. Where these conditions do not exist, the owner of the property served by the lateral sewer shall maintain it. In no event is the city responsible for damage or inconvenience resulting from stoppage or other malfunction of a side sewer.



Figure 3. Example screen shot of pipeline segment from NexGen CMMS

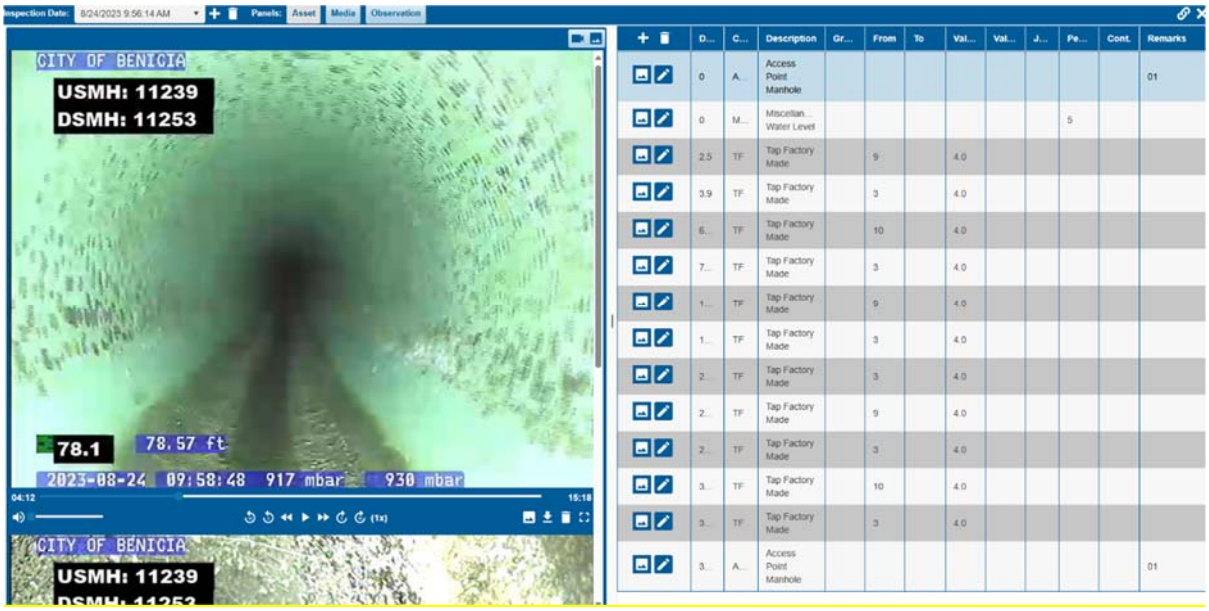


Figure 4. Example Screen Shot from IT Pipes CCTV Software

Lift Stations

The City's 23 lift stations are also subject to regular inspections and preventative maintenance, conducted by wastewater treatment plant (WWTP) staff. Although the stations are inspected weekly, only the more comprehensive semi-annual and annual inspections are tracked in the WWTP's CMMS (NEXGEN). Weekly lift station inspections are tracked on a simple hand-written log. See attached example.

Each lift station's wet well is cleaned by the Collections crew a minimum of once per year using the Vactor truck. The cleaning schedule is presented below. In order to ensure station reliability, the City maintains a basic spare parts inventory (see Section 4.4).

Table 5. Lift Station Cleaning Schedule

Month	Stations
January	Highlands, Industrial Way, Carlisle, WWTP
February	Parkway Plaza, Cambridge, Sam's
March	Park Rd., Teal Court, BI, WWTP
April	East 7th, Wharf, Barn, East B
May	Bayshore, Tire, Carlisle, Corp Yard, WWTP
June	Parkway Plaza, Cambridge, West 13th
July	Park Rd., Highland, Vans, WWTP
August	East 7th, East B, Barn, West 8th St.
September	BI, Fleetside 1, Fleetside 2, Carlisle, WWTP
October	Parkway Plaza, Cambridge
November	Park Rd., Egret Ct., Corp Yard, WWTP
December	East 7th, East B, Barn, Fleetside 3

Revised 1/6/2025

The stations all have telemetry to the WWTP can be monitored remotely via the WWTP's SCADA system. The SCADA system monitors various parameters at each station, collects and trends data, and notifies staff in the event of an alarm. Figure 5 shows the SCADA system's overview screen for lift stations. Figure 6 shows the SCADA screen for an individual station. Trend screens for monitored parameters (e.g. wet well level) are also available on SCADA.

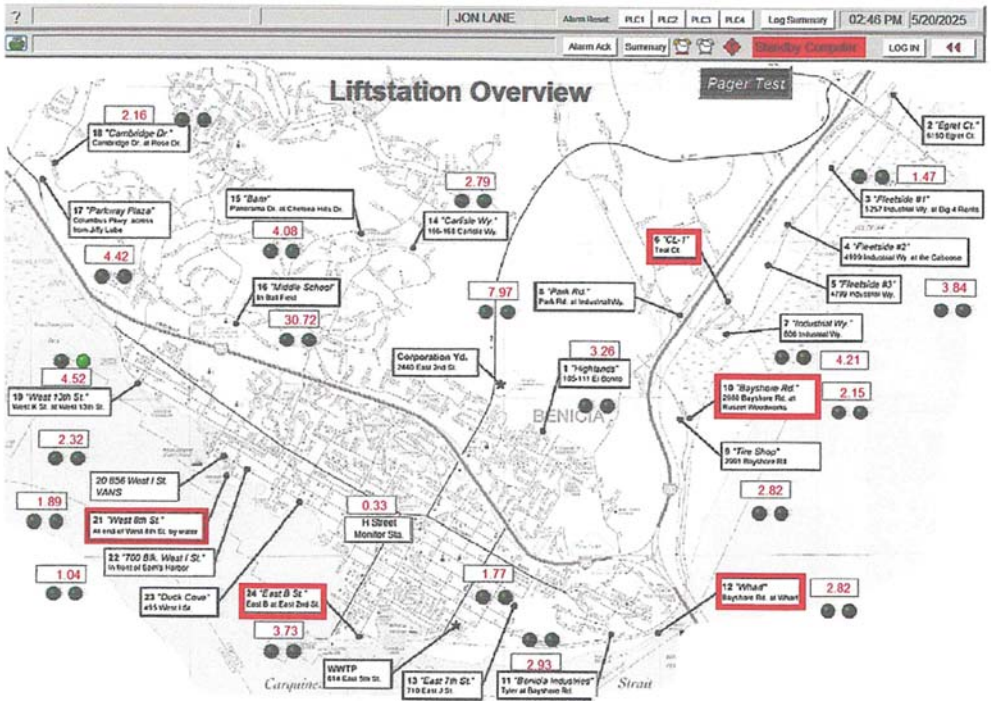


Figure 5. Lift Station SCADA Overview Screen

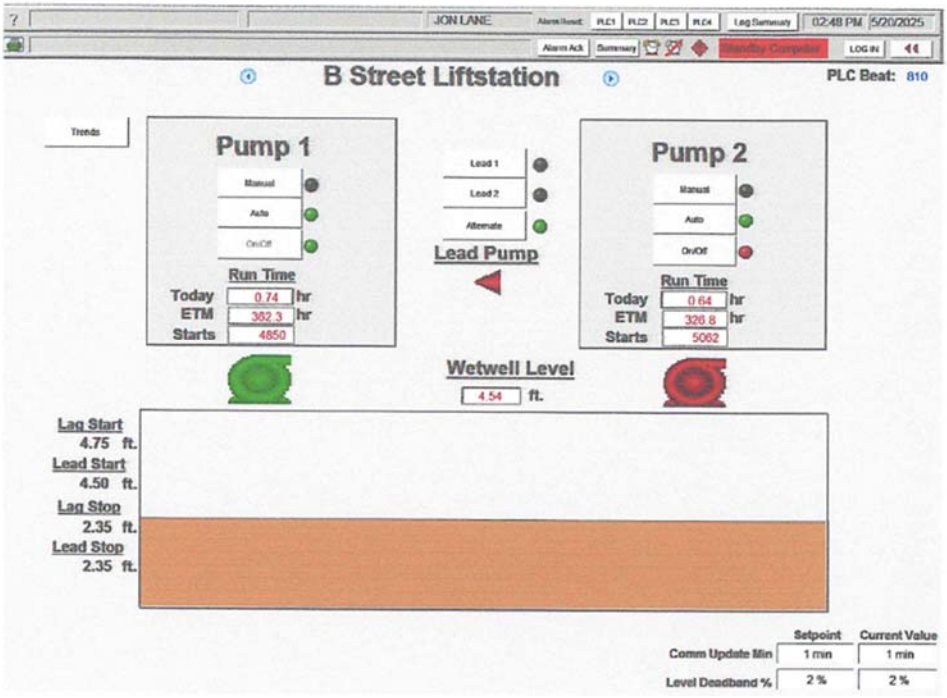


Figure 6. Example Lift Station SCADA Monitoring Screen

4.3 Training

Training - General

The wastewater collections training program has become an ongoing process that not only includes technical training, but also safety training for all the utility personnel assigned. Currently Lead and Journeymen are assigned apprentices whom they help train in the daily aspects of the operation, maintenance, and safety of the wastewater collection cleaning, and disposal systems.

The City has budgeted funds to help maintain active relationships with the following organizations to help train the Collection Crew through classroom, seminars, correspondence, on-site, and self-pace courses: AWWA, CSUS-OWP, APWA, NPDES, and CWEA.

Safety Training

The City has an Annual Safety Training Program, with trainings such as the Injury & Illness Prevention Program (IIPP), Confined Space, Lock-out/Tag-out, and Heavy Equipment Training. Training for all divisions within Public Works is provided is provided by Du-All Safety. The IIPP training is site-specific; hard copies of the training materials can be found at the Wastewater Treatment Plant and the Public Works Maintenance Corporation Yard. Also available is the City's safety committee (BENSAC) training calendar, which is located at F:/pubworks/Training BENSAC Current Training Calendar.

Other Training

Spill Estimation and Response and Training: The Maintenance Superintendent is responsible for coordinating spill training. Typically staff training is provided by DFK Solutions, which developed the original Spill Emergency Response Plan and updated it 2023. The most recent training by DKF was conducted in January 2025. Training may also be provided by the Maintenance Superintendent as part of the Apprenticise Program. Training covers spill response, spill volume estimating, and data collection/reporting requirements of the General Order. Although Maintenance staff are trained in spill volume estimation methods and reporting requirements, for consistency in reporting in CIWQS, spill volume estimates are normally done by the Maintenance Superintendent or the FUS Supervisor.

WWTP laboratory staff previously provided formal training in spill sample collection for the Maintenance crew. However, the City's current procedure calls for laboratory staff to conduct spill sampling when needed. Maintenance staff are aware of when sampling is required but will not perform the actual sampling or receive future training in sample collection. Laboratory staff annually checks the spill sampling kits

First Aid & CPR Training: Every other year all Public Works staff are trained on First Aid and CPR. Training is conducted by an outside contractor who provides an EMSA Approved First Aid training course and an American Heart Association Heart Saver CPR course. The First Aid & CPR certification each employee receives is valid for two years.

Apprentice Program: The Field Utilities and Streets Worker Apprentice classification is an entry-level position within the Field Utilities and Streets section. These employees assist journey level staff in performing the more complex, and difficult tasks. Typically, employees are rotated annually between three departments to be trained in the city's sewer system, water distribution system and streets operations. Also, these employees learn sewer operations by hands-on training and through various correspondences such as Grade I Collections System Certification Programs.

Collection Maintenance Certification: The California Water Environment Association (CWEA) awards various grade level certifications to all individuals that pass their exam criteria. The City of Benicia has adopted this competency as a standard and requires all Maintenance Division staff (i.e. water distribution, sewer collection and streets) to obtain a Grade I Collection Maintenance Certification. This allows staff to be cross-trained.

4.4 Equipment and Replacement Part Inventories

The following are listings of key equipment used for maintenance activities:

Sewer mains, laterals, manholes, and associated appurtenances:

- Vactor Combination Trucks (2)
- Power Rodder
- 3/4/ Ton Utility Truck
- 1 Ton Utility Truck
- Repair Clamps
- Dump Truck
- Hand Rod
- Backhoe
- CCTV Van and Lateral Camera

Lift station spare parts inventory

Pumps (Model / Number of Complete Units)

- Flygt Model 3085 (1)
- Flygt Model 3127 (2)
- Flygt Model 3102 (1)
- Flygt Model 3201 (1)

Control & Communications

- HMI – EZ Touch
- UPS - Sola
- VFD – Power Flex
- PLC CPU Module
- Wireless Antenna
- Level Transducers (3)
- Floats (4)

Electrical

- 100 amp Braeker
- 30 amp Breaker
- 24 vDC Power Supply

5.0 Design and Performance Provisions

The Plan must include the following items as appropriate and applicable to the Enrollee's system:

5.1. Updated Design Criteria and Construction Standards and Specifications

Updated design criteria, and construction standards and specifications, for the construction, installation, repair, and rehabilitation of existing and proposed system infrastructure components, including but not limited to pipelines, pump stations, and other system appurtenances. If existing design criteria and construction standards are deficient to address the necessary component-specific hydraulic capacity as specified in section 8 (System Evaluation, Capacity Assurance and Capital Improvements) of this Attachment, the procedures must include component-specific evaluation of the design criteria.

5.2. Procedures and Standards

Procedures, and standards for the inspection and testing of newly constructed, newly installed, repaired, and rehabilitated system pipelines, pumps, and other equipment and appurtenances.

5.1 Design Criteria & Construction Standards & Specifications

The City's design criteria and Construction standards for sewer mains and laterals are described in the *Engineering Design Standards, December 1992 with Adopted Revisions.* A separate document contains *Standard Plans* for Sewer Laterals, Sewer Manholes, and Rodding Inlets, and other non-sewer related infrastructure. The relevant sections of these documents are included in **Appendix C**. For any particular construction project, the City always has the option to supplement its Design Standards and Standard Details with project-specific requirements which may differ from the Design Standards and Standard Details.

The City's most recent collection system lift station was constructed in 2000. The City does not have a standard specification for lift stations, although it has standardized certain elements of lift station design (e.g., use of Flygt submersible pumps, compatible telemetry and SCADA systems, etc). Any future lift stations will be custom designed by qualified engineers based on site-specific factors and the currently available technology. Such designs will be reviewed and approved by the City Engineer and the Wastewater Treatment Plant Superintendent, who is responsible for lift station maintenance. Because new lift stations are constructed so infrequently, the City does not believe that the development of formal standard design specifications for lift stations represents the best use of City resources.

5.2 Procedures and Standards

A building permit is required for construction or replacement of sewer laterals. The required inspections are conducted by Public Works inspectors. The Engineering Division of Public Works Department provides engineering or engineering oversight, project management and inspection of City-initiated capital improvement projects and developer-initiated public improvement projects that involve construction or replacement of sewer mains, storm drains, and related structures.

Section 13.60 of the City's Ordinance Code requires that "The building sewer and lateral sewer shall be tested in accordance with city standard specifications" These specifications are in Section 5.03.B of the above-referenced *Engineering Design Standards* document.

As noted in Section 4.2, although a property owner owns a building's upper and lower lateral lines that connect to the main sewer, it is the City's policy that if the property owner installs a right-of-way cleanout and a new lateral using approved materials and with a building permit, the City will assume responsibility for maintaining the lower lateral.

6.0 Spill Emergency Response Plan

The Plan must include an up to date Spill Emergency Response Plan to ensure prompt detection and response to spills to reduce spill volumes and collect information for prevention of future spills. The Spill Emergency Response Plan must include procedures to:

- *Notify primary responders, appropriate local officials, and appropriate regulatory agencies of a spill in a timely manner;*
- *Notify other potentially affected entities (for example, health agencies, water suppliers, etc.) of spills that potentially affect public health or reach waters of the State;*
- *Comply with the notification, monitoring and reporting requirements of this General Order, State law and regulations, and applicable Regional Water Board Orders;*
- *Ensure that appropriate staff and contractors implement the Spill Emergency Response Plan and are appropriately trained;*
- *Address emergency system operations, traffic control and other necessary response activities;*
- *Contain a spill and prevent/minimize discharge to waters of the State or any drainage conveyance system;*
- *Minimize and remediate public health impacts and adverse impacts on beneficial uses of waters of the State; • Remove sewage from the drainage conveyance system;*
- *Clean the spill area and drainage conveyance system in a manner that does not inadvertently impact beneficial uses in the receiving waters;*
- *Implement technologies, practices, equipment, and interagency coordination to expedite spill containment and recovery;*
- *Implement pre-planned coordination and collaboration with storm drain agencies and other utility agencies/departments prior, during, and after a spill event;*
- *Conduct post-spill assessments of spill response activities;*
- *Document and report spill events as required in this General Order; and*
- *Annually, review and assess effectiveness of the Spill Emergency Response Plan, and update the Plan as needed.*

The City's *Spill Emergency Response Plan* (SERP) formerly referred to as the Overflow Emergency Response Plan, was updated in July 2023 by DKF Solutions, the Plan's original author. The complete plan is included as Appendix A of this SSMP. Except for coordination with storm drain agencies (discussed in Section 3) the SERP incorporates the above-listed requirements of the General Order. Table 6-1 cross-references the above requirements to the corresponding section of the SERP and to other sections of this SSMP, where applicable.

Appendix D of the SERP, titled *Sewer Spill/Backup Response Workbook* serves as a "field guide" for responders, grouped into eight sections delineated by Tabs, with each section covering a different response activity. The workbook makes extensive use of flowcharts to assist responders through the entire process of identifying spill category, conducting response, spill volume estimation and other necessary documentation, monitoring, notification and reporting, etc. Forms are provided for use in collecting information needed for reporting in CIWQS and for post-spill assessment.

Additional discussion of Water Quality Monitoring (when required) , and of Regulatory Notification, Reporting and Record Keeping requirements are provided in Sections 6.1 and 6.2 below.

Table 6. Response Activities – Cross-Reference to SERP

Procedures to	SERP or SSMP Section
Notify primary responders, appropriate local officials, etc	SERP Section 6.1 - 6.4, SSMP Section 2.4,
Notify other potentially affected entities	SERP Section 8.4, 10.2, SSMP Table 6-2 (below)
Comply with the notification, monitoring and reporting requirements of this General Order	SERP Section 10.2, SSMP Table 6-2 (below)
Ensure that appropriate staff and contractors implement the SERP	SERP Section 12, SERP Appendix C, SSMP Section 4.3
Address emergency system operations, traffic control, etc.	SERP Section 7, SERP Response Workbook
Contain spill and prevent/minimize discharge to waters of the State	SERP Section 7, 8, SERP Response Workbook
Minimize and remediate public health impacts, etc	SERP Section 7, 8.4, 9, SERP Response Workbook
Clean the spill area and drainage conveyance system	SERP Section 7, 8, SERP Response Workbook
Implement technologies, practices, equipment, and interagency coordination, etc.	SERP Section 7.7, 8, SERP Response Workbook
Implement pre-planned coordination and collaboration with storm drain agencies	Discussion below
Conduct post-spill assessments	SERP Section 11, City spill records
Document and report spill events	SERP Section 8, 10, SERP Appendix A, City spill records
Annually, review and assess effectiveness of the Spill Emergency Response Plan	SERP Section 11, SSMP Audits, City records

6.1 Water Quality Monitoring

For sewage spills in which an estimated 50,000 gallons or greater discharge into a surface water, the City is required to conduct water quality sampling as soon as possible but no later than 18 hours after the City's knowledge of a potential discharge to surface water. Refer to Section 9 of the SERP for a thorough discussion of water quality monitoring requirements, including sampling parameters, locations, equipment, laboratory requirements, safety, and other related information. An SOP for surface water sampling is provided in Tab G of the *Sewer Spill/Backup Response Workbook*. A spill technical report must also be submitted as discussed below.

6.2 Regulatory Notification, Reporting and Record Keeping

Spill Documentation

In accordance with the General Order, the City maintains records for each spill. Records include:

- Documentation of spill location, duration and other related information
- Documentation of response steps and/or remedial actions

- Photographic evidence to document the extent of the SSO, field crew response operations, and site conditions after field crew SSO response operations have been completed. The date, time, location, and direction of photographs taken will be documented.
- Documentation of the spill volume, volume recovered, volume that reached surface water, and the methodologies used for how these volumes were calculated or estimated, including all assumptions made.

The Sewer Spill/Backup Response Workbook provides forms that can be used to document information regarding the spill and response activities, and for subsequent use in reporting to the State Water Board's CIWQS database. The specific reporting requirements for each spill category are listed in *Attachment E1 Notification, Monitoring, Reporting, and Recordkeeping Requirements* of the General Order.

Spill Categories

Proper identification of the spill category is essential for regulatory notification/reporting purposes, especially in the case of a Category 1 spills of 1000 gallons or greater which discharge to surface waters, for which notification to Cal OES must be provided within 2 hours of the City's knowledge of the spill. The 2-hr notification requirement also applies to Category 2 spills of 1000 gallons or greater which discharge to Waters of the State, which is defined more broadly than "surface waters" and includes discharges to groundwater.

Spill category definitions are contained in Section 1.4 of this SSMP, Section 3 of the SERP, and in Section 5.13.1 of the General Order. (The same definitions appear in each of these locations).

Spill Notification and Reporting

Spill notification and reporting in CIWQS is usually handled by the Maintenance Superintendent (who serves as the primary LRO) so as to ensure consistency among reports and over time. Field Maintenance Staff (i.e. the response team) are trained in notification requirements in the event the Maintenance Superintendent is unavailable. The WWTP Superintendent is also a designated LRO and is familiar with spill reporting in CIWQS.

Spill notification and reporting requirements are summarized by spill category in a series of tables in Section 10.2 of the SERP. These tables replicate tables in *Attachment E2- Summary Of Notification, Monitoring And Reporting Requirements* of the General Order. Table 6-2 below, replicated from Attachment B-1 of the *Sewer Spill/Backup Response Workbook*, summarizes the Spill Notification and reporting requirements.

The specific reporting requirements for each spill category are listed in Appendix A of the SERP, which replicate the listings in *Attachment E1 - Notification, Monitoring, Reporting, and Recordkeeping Requirements* of the General Order. In addition, the State Water Board's web site for the sewer overflow program provides *Guidance For Reporting Category 1 Spills in the California Integrated Water Quality System (CIWQS).* This document walks through the entire process for logging into CIWQS and initiating, certifying and amending a spill report, a flowchart for determining the correct spill category, and additional guidance for each of the items required in the spill report. The document can be downloaded for quick reference. An older (2013) guidance document for CIWQS reporting is also available *at CIWQS Enrollee's Guide to the SSO Database*, but may not exactly match the current CIWQS screens.

For reporting purposes, if one spill of whatever category results in multiple appearance points from the sewer system, a single spill report should be submitted into CIWQS that includes the GPS coordinates for the location of the spill appearance point closest to the failure point and descriptions of the locations of all other discharge appearance points.

A Spill Report does not have to be completed in CIWQS in one sitting. Incomplete reports can be saved in CIWQS by hitting the "Save Work in Progress" button on the report screen. Upon re-entering CIWQS, the program provides the necessary tools to locate a previously saved draft report. If spill information is entered into CIWQS by a Data Submitter, the Data Submitter can complete a draft spill report and click on the "Ready to Certify" button. The LRO will receive an automated email notification that a spill report is ready for certification.[1]

Reporting of Sewer Lateral Spills

Refer to Section 4.2 of this SSMP for a discussion of ownership and responsibility for maintenance of private laterals. If the City determines that a private lateral spill was caused by a failure of the City's sewer system (e.g., a main blockage that caused a spill from a lateral) or from a blockage in a lower lateral for which the City has taken responsibility for maintenance, then the spill should be reported in CIWQS under the appropriate category.

The City does **not** report private lateral spills that are not caused by a failure of the City sewer system, or from lower laterals for which it has not taken responsibility for maintenance.

Spill Report Certification

Spill reports can be submitted in CIWQS by any designated Data Submitter, but only the designated LRO(s) can certify reports. The City's current LRO is listed in Section 2.1.

The CIWQS Spill Report details the process for submitting a certified spill report. The process is well described in the above-referenced guidance document.

Amending a Spill Report

A certified Spill Report can amended in order to correct or add additional information **within 90 calendar days** of the spill end date, by amending the original report or by adding an attachment to the Spill Report in CIWQS. The amended report must again be certified. **After 90 calendar days**, the City must contact the State Water Board at SanitarySewer@waterboards.ca.gov to request to amend a Spill Report. The LRO must submit justification for why the additional information was not reported within the amended Spill Report due date.

Spill Technical Report for Category 1 Spills Greater Than 50,000 gallons

For any spill in which 50,000 gallons or greater discharge into a surface water, the City is required to submit a Spill Technical Report **within 45 days** of the spill end date. Refer to Section 9.14 of the SERP or to Section 3.1.3 of *Attachment E1 Notification, Monitoring, Reporting, and Recordkeeping Requirements* of the General Order for the information that must be included in the report.

[1] This statement applies specifically to Category 1 spills. Procedures may be different for other spill categories.

Annual Reporting

The General Order requires submission of an Annual Report by April 1 of each year. The report covers the previous calendar year, taking the place of (and expanding upon) the previous General Order's Collection System Questionnaire. The required content for the Annual Report is described in *Attachment E1 Notification, Monitoring, Reporting, and Recordkeeping Requirements* of the General Order, starting on p. E1-17. Much of the required information does not change from year to year; other information is specific to the reporting period (e.g., cleaning footages, spill causes, actions to address system deficiencies).

The Annual Report is generated through an interactive process on the State Board Web Site. After logging into the City's CIWQS account, Click on "Sanitary Sewer Systems" and then "Annual Report". A document to aid in preparing the report is available at Guidance For Submitting The Annual Report In The California Integrated Water Quality System (CIWQS).

Section 5.11 of the General Order (main body) requires the following performance indicators, depicted as 10-year trend charts, be included in the Annual Report:

- Total annual spill volume, per Spill Category
- Total annual number of spills, per Spill Category

The graphs are generated by CIWQS based on historic spill data submitted by the City. Refer to the above-referenced Guidance Document for the process of generating and attaching the graphs to the Annual Report.

Record Keeping

In addition to spill documentation referred to above, the City maintains records of all sewer calls that it responds to whether or not they turn out to be actual spills, or whether it is a private issue. Refer to SERP Section 10.3

Records are also kept for all training that is provided in support of this Plan. The records for all scheduled training courses and for each overflow emergency response training event and will include date, time, place, content, name of trainer(s), and names and titles of attendees.

Coordination with Storm Drain Agencies

The Maintenance Division's Streets and Storm Drains Section has responsibility for O&M of the City's stormwater drainage system. The Streets and Storm Drains Section is closely aligned with the Wastewater Collections Section. Both Sections operate out of the Benicia Corporation Yard, under the direction of the Maintenance Superintendent, and share administrative staff and other resources. Thus coordination with the storm drain agency for spill response is automatic.

Table 7. Summary of Notification & Reporting Requirements

Deadline	Category 1 Spill*	Category 2 Spill**	Category 3 Spill**	Category 4 Spill**
2 hours after awareness of spill	Within two (2) hours of the City's knowledge of a Category 1 spill of 1,000 gallons or greater, discharging or threatening to discharge to Waters of the State, notify CalOES and obtain a notification control number.	Within two (2) hours of the City's knowledge of a Category 2 spill of 1,000 gallons or greater threatening to discharge to Waters of the State, notify CalOES and obtain a notification control number.	-	-
Within 18 hours of awareness of spill	Conduct water quality sampling of the receiving water within 18 hours of initial knowledge of spill of 50,000 gallons or greater to surface waters.	-	-	-
3 Business Days after awareness of spill	Submit Draft Spill Report in the CIWQS database.	Submit Draft Spill Report in the CIWQS database.	-	-
15 Days after the spill end date	Submit Certified Spill Report within 15 calendar days of the spill end date. (Submit Amended Spill Report, as needed, within 90 calendar days after the spill end date.)	Submit Certified Spill Report within 15 calendar days of the spill end date. (Submit Amended Spill Report, as needed, within 90 calendar days after the spill end date.)	-	-
Within 30 calendars days after the end of the calendar month in which the spill occurs	-	-	Submit monthly Certified Spill Report to the online CIWQS Sanitary Sewer System Database (Submit Amended Spill Report, as needed, within 90 calendar days after the Certified Spill Report due date.)	Certify monthly, the estimated total spill volume exiting the sanitary sewer system, and the total number of all Category 4 spills into the online CIWQS Sanitary Sewer System Database.
45 days after spill end date	Submit Technical Report within 45 calendar days after the spill end date for a Category 1 spill in which 50,000 gallons or greater discharged to surface waters; and	-	-	-
By February 1st after the end of the calendar year in which the spills occur.	-	See + note below.	-	Upload and certify a report, in an acceptable digital format, of all Category 4 spills to the online CIWQS Sanitary Sewer System Database.

* A spill from an Enrollee-owned and/or operated lateral that discharges to a surface water is a Category 1 spill.

++ Agency owned lateral spills (Cat 2-4) to be reported by Feb 1 of the following year.

- **Monthly Spill Reporting of Non-Category 1 Lateral Spills:** If either (1) no spills occur during a calendar month or (2) only Category 4, and/or Enrollee-owned and/or operated lateral spills (that do not discharge to a surface water) occur during a calendar month, the Enrollee shall certify, within 30 calendar days after the end of each calendar month, either a "No-Spill" certification statement, or a "Category 4 Spills" and/or "Non-Category 1 Lateral Spills" certification statement, in the online CIWQS Sanitary Sewer System Database, certifying that there were either no spills, or Category 4 and/or Non-Category 1 Lateral Spills that will be reported annually for the designated month.

- **Annual Certified Spill Reporting of Category 4 and/or Lateral Spills:** For all Category 4 spills and spills from its owned and/or operated laterals that are caused by a failure or blockage in the lateral and that do not discharge to a surface water, the Enrollee shall annually upload and certify a report, in an appropriate digital format, of all recordkeeping of spills to the online CIWQS Sanitary Sewer System Database, by February 1st after the end of the calendar year in which the spills occurred.

7.0 Blockage Control Program

The Sewer System Management Plan must include procedures for the evaluation of the Enrollee's service area to determine whether a sewer pipe blockage control program is needed to control fats, oils, grease, rags and debris. If the Enrollee determines that a program is not needed, the Enrollee shall provide justification in its Plan for why a program is not needed.

The procedures must include, at minimum:

- *An implementation plan and schedule for a public education and outreach program that promotes proper disposal of pipe-blocking substances;*
- *A plan and schedule for the disposal of pipe-blocking substances generated within the sanitary sewer system service area. This may include a list of acceptable disposal facilities and/or additional facilities needed to adequately dispose of substances generated within a sanitary sewer system service area;*
- *The legal authority to prohibit discharges to the system and identify measures to prevent spills and blockages;*
- *Requirements to install grease removal devices (such as traps or interceptors), design standards for the removal devices, maintenance requirements, best management practices requirements, recordkeeping and reporting requirements;*
- *Authority to inspect grease producing facilities, enforcement authorities, and whether the Enrollee has sufficient staff to inspect and enforce the fats, oils, and grease ordinance;*
- *An identification of sanitary sewer system sections subject to fats, oils, and grease blockages and establishment of a cleaning schedule for each section; and*
- *Implementation of source control measures for all sources of fats, oils, and grease reaching the sanitary sewer system for each section identified above.*

The Blockage Control Program (formerly FOG Control Program) was formally developed as an element of the SSMP. Many of the required program components were already in place as part of the City's routine sewer system maintenance. The program continues to emphasize FOG as the potential source of blockages.

The Blockage Control Program consists of the following components:

- Public education and outreach
- Legal authority to prohibit illegal discharges, and discharges of FOG, debris, and material that could cause blockages that could result in a spill,
- Require installation of grease removal devices and a means to standardize their installation,
- Authority to inspect grease-producing facilities and enforce noncompliant facilities,
- Identification of locations subject to FOG and other blockages and establishment of maintenance schedules, and,
- Development and implementation of source control measures for all FOG discharged to the sanitary sewer system.

The following discussion expands upon how these components are implemented.

Public Education and Outreach

The City's primary avenue for distributing public outreach material will continue to be at local community events. City staff attend City events such as Farmer's Markets to provide public education to residents and visitors to the City and to distribute outreach materials including FOG outreach promotional items. The City proactively manages potential FOG sources through outreach during pretreatment inspections, providing outreach materials as needed. The City also participates in regional FOG public outreach activities through the Bay Area Pollution Prevention Group (BAPPG) and the Bay Area Clean Water Association (BACWA).

Legal Authority

The City has legal authority to prohibit discharges to the system and identify measures to prevent blockages and spills caused by FOG. Benicia Municipal Code Section 13.50 provides the City authority to enforce illegal discharges of FOG to the collection system and as a mechanism to develop and issue permits if needed.

Additionally, the City uses elements of the 2022 California Plumbing Code Section 1009, 1014 and 1015 for newly constructed or permitted facilities when installation of interceptors or grease removal devices is deemed necessary by the City.

Identification of FOG Blockages and Establishment of Maintenance Schedules

The City is required to identify locations of FOG blockages and establish a routine maintenance schedule to help avoid spills. In 2009, during the initial development of the FOG Control Program, City staff identified "hot spots" (an identifiable location of (a) sanitary sewer overflow(s) that requires repeat maintenance due to controllable upstream influences). These "hot spots" were subsequently reviewed interdepartmentally to determine potential causes and solutions for prevention. It was determined that each location was the result of a combination of piping deficiencies (e.g. inadequate slope, a "belly" in the pipeline), roots, or FOG. Although FOG was witnessed at various locations, it was not solely responsible for spills at any of the originally identified locations. It was determined that none of the original locations met the criteria for a FOG "hot spot", and that the best mechanism for preventing spills at these locations was accelerated cleaning by the Maintenance Division rather than reliance upon FOG removal devices at a limited number of commercial establishments. The "2009 hot spot" list was subsequently revised and is shown in the attached spreadsheet now referred to as "Watch Areas" (Table 8). There are currently no identified hot spots in the City, however, the City continues to evaluate areas in the city where FOG blockages may occur and monitor watch areas. Water Quality Division staff works directly with Public Works Maintenance Division to evaluate conditions and updates the watch area spreadsheet based on observed conditions. City staff will evaluate maintenance/cleaning frequencies and make adjustments to those frequencies as needed.

In addition to the Watch Areas listed in Table 8, a number of locations are on an accelerated cleaning schedule because of other factors that either have caused spills or have been deemed to have potential for causing spills.

FOG Source Control Program

The City's current FOG source control program consists of the above-described public outreach and education and the requirement to install grease removal devices for new businesses and tenants who make major improvements to their site that produce FOG

Previously the City's source control program also included food service establishments (FSEs). In November 2009, the City held two FOG trainings for restaurants that were in the previously identified "hot spots" service area. Fourteen of the twenty restaurants invited to the training attended. The previously identified hot spots were subsequently removed from the hot spot list for reasons described above. With no current "hot spots" identified in the City's service area, the staff identified food service establishments (FSEs) with large in-ground grease interceptors to target for source control. Each permitted FSE is inspected annually. During inspections staff reviews grease interceptor inspection and maintenance logs, distributes FOG outreach material and tours the facility to ensure compliance. Additional FSEs may be targeted in the future for source control activities such as inspections and distribution of FOG BMPs if "hot spots" are identified.

Table 8. FOG Watch Areas

Location	Customer Class (residential or commercial)	Type of infrastructure (pipeline or lift station)	Cause (FOG, roots, engineering deficiency, infrastructure problem)	Corrective Action
Restaurant (4) - Columbus Pkwy	Commercial (Restaurant)	Grease Interceptor	Grease	Water Quality Technician requires businesses to clean grease interceptor twice per year and maintain the records for 3 years. The WQ Technician inspects each business once per year to verify that the cleanings have been completed.
Restaurant (4) - East 2nd St	Commercial (Restaurant)	Grease Interceptor	Grease	
Restaurant - Goodyear Rd	Commercial (Restaurant)	Grease Interceptor	Grease	
Food Service/grocery - Southampton Rd	Commercial (Restaurant)	Grease Interceptor	Grease	
Restaurant (5) - Southampton Rd	Commercial (Restaurant)	Grease Interceptor	Grease	
Restaurant - Military West	Commercial (Restaurant)	Grease Interceptor	Grease	
Food Service/Grocery- Solano Square	Commercial (Restaurant)	Grease Interceptor	Grease	
Restaurant (4)- 1st Street	Commercial (Restaurant)	Grease Interceptor	Grease	
Food Service/Manufacturing Park Rd	Commercial (manufacturing)	Grease Interceptor	Grease	
First and B St./East 2nd and B St. 123 First St. to East 2nd and B St. L/S	Commercial and Residential	8" main and lift station	Flat - FOG	Enhanced CCTV freq. Increase targeted cleaning schedule as needed.
510 East Channel Rd. Manhole #716	Commercial	12" main	Belly - FOG	Bi-annual cleaning CIP WWO63 "East Channel Road Sewerline Replacement" is on the future CIP list for FY 2016-2031.
350 Raymond Dr. Manhole #157	Residential	8" main	Eng - FOG	Quarterly cleaning
Lower Bolton Circle and Rose Dr. Manhole #844	Residential	8" main	Infras - FOG	Bi-annual cleaning
141 East F St. (@ 2nd St.)	Residential (w/ predominately commercial flow)	6" main	Belly - FOG	Bi-annual cleaning
1032 West 5th St. (Continental) Manhole #242	Residential	6" main	Flat - FOG	Quarterly cleaning
1421 East 5th St. (Alley 400 block East N) Manhole #096	Residential	6" main	Old infrastructure plus nearby businesses have changed over the years - FOG	Quarterly cleaning

8.0 System Evaluation Capacity Assurance and Capital Improvements

The Plan must include procedures and activities for:

- *Routine evaluation and assessment of system conditions;*
- *Capacity assessment and design criteria;*
- *Prioritization of corrective actions; and*
- *A capital improvement plan.*

8.1 System Evaluation and Condition Assessment

The Plan must include procedures to:

- *Evaluate the sanitary sewer system assets utilizing the best practices and technologies available;*
- *Identify and justify the amount (percentage) of its system for its condition to be assessed each year;*
- *Prioritize the condition assessment of system areas that:*
  - *Hold a high level of environmental consequences if vulnerable to collapse, failure, blockage, capacity issues, or other system deficiencies;*
  - *Are located in or within the vicinity of surface waters, steep terrain, high groundwater elevations, and environmentally sensitive areas;*
  - *Are within the vicinity of a receiving water with a bacterial-related impairment on the most current Clean Water Act section 303(d) List;*
- *Assess the system conditions using visual observations, video surveillance and/or other comparable system inspection methods;*
- *Utilize observations/evidence of system conditions that may contribute to exiting of sewage from the system which can reasonably be expected to discharge into a water of the State;*
- *Maintain documents and recordkeeping of system evaluation and condition assessment inspections and activities; and*
- *Identify system assets vulnerable to direct and indirect impacts of climate change, including but not limited to: sea level rise; flooding and/or erosion due to increased storm volumes, frequency, and/or intensity; wildfires; and increased power disruptions.*

8.2. Capacity Assessment and Design Criteria

The Plan must include procedures to identify system components that are experiencing or contributing to spills caused by hydraulic deficiency and/or limited capacity, including procedures to identify the appropriate hydraulic capacity of key system elements for:

- *Dry-weather peak flow conditions that cause or contributes to spill events;*
- *The appropriate design storm(s) or wet weather events that causes or contributes to spill events;*
- *The capacity of key system components; and*
- *Identify the major sources that contribute to the peak flows associated with sewer spills.*

The capacity assessment must consider:

- *Data from existing system condition assessments, system inspections, system audits, spill history, and other available information;*
- *Capacity of flood-prone systems subject to increased infiltration and inflow, under normal local and regional storm conditions;*
- *Capacity of systems subject to increased infiltration and inflow due to larger and/or higher-intensity storm events as a result of climate change;*
- *Increases of erosive forces in canyons and streams near underground and above-ground system components due to larger and/or higher-intensity storm events;*

- *Capacity of major system elements to accommodate dry weather peak flow conditions, and updated design storm and wet weather events; and*
- *Necessary redundancy in pumping and storage capacities.*

8.3. Prioritization of Corrective Action

The findings of the condition assessments and capacity assessments must be used to prioritize corrective actions. Prioritization must consider the severity of the consequences of potential spills.

8.4. Capital Improvement Plan

The capital improvement plan must include the following items:

- *Project schedules including completion dates for all portions of the capital improvement program;*
- *Internal and external project funding sources for each project; and*
- *Joint coordination between operation and maintenance staff, and engineering staff/consultants during planning, design, and construction of capital improvement projects; and Interagency coordination with other impacted utility agencies.*

8.1 Condition Assessment

As noted in Section 4 of this SSMP, the City uses the results of CCTV Inspection and the related PACP ratings, along with other factors to prioritize CIP repair/replacement projects. The Capital and Operating budget allocates approximately $800,0000 annually for the sewer rehabilitation, in addition to allocating funds for specific projects

The June 2020 Wastewater Master Plan Update and Major Facility Condition Assessment, which updated the City's 2011 Wastewater Master Plan, included condition assessments of the wastewater collection system (documented in TM-5) and lift stations (TM-6). The Executive Summary from the 2020 Master Plan Update is posted on the City's Public Works web site. TM-5 presented a prioritized list of 24 potential projects based on condition rating, estimated remaining useful life, probability of failure, consequence of failure and overall risk of failure. Considerations of whether a failure would have a high level of environmental consequences weighed heavily into the risk analysis. The potential impact of climate change also weighed into the risk analysis, as in the case of West H St. Shoreline Stabilization project (#21)[2]. The locations of recommended projects are shown in Figure 7. A summary listing of the projects is included in Ap**pendix E**. Detailed descriptions are provided in TM-5. In 2025, City staff reviewed and reprioritized the recommended projects and added several projects to the list. The results of that review are also included in **Appendix E**. Several of the identified projects have been completed, and several others are on the current CIP implementation list presented in Section 8.4. The recommendations will continue to guide the selection of CIP projects in future years.

A similar methodology was used to evaluate the City's lift stations. Specific recommendations were then developed for each pump station and are included in TM-6.

[2] The West H. St. main segment was deemed to be in satisfactory conditions, but determined to be particularly vulnerable to sea level rise.



Figure 7. Recommended Collection System Capital Projects

8.2 Capacity Assessment and Design Criteria

The City's 2011 Wastewater Master Plan included a hydraulic model of the City's wastewater collection system using H20Map SWMM. As a result of the model's findings, six sections of the collection system were identified that had capacity deficiencies at buildout peak wet weather flows. The criteria for identifying capacity deficiencies was established as being where the surcharge level (hydraulic grade line) comes within 4 feet of the ground surface for buildout peak flows. Three of those six sections identified in the existing Wastewater Master Plan are included in TM-5 as proposed projects since they had not yet been completed. Those projects include sewer improvements in the following locations:

- East Channel Road (#16)
- I-780 Crossing at West 7th Street (#17)
- Rose Drive/London Circle (#18)

Capacity concerns associated with the East Channel Road project were based on expected increases in flow from development in the Benicia Industrial Park that have not occurred. In general, hydraulic deficiencies are not a significant contributor to spills, largely due to capacity-related improvements implemented prior to 2007. The capacity-related spill that occurred in 2021 was associated with the extreme storm even of October 2021, which has been characterized as 50-100 year event. An event of this magnitude exceeded the criteria used to estimate peak wet weather flows for the Master Plan's hydraulic model.[3]

8.3 Prioritization

The above-described condition and capacity assessments are used to prioritize corrective actions. The likely severity of potential spills (e.g., potential volume, proximity to surface waters) is a key factor taken into account in the prioritization process. High priority is afforded to defective lines that are within 200 feet of surface water.

Lower than expected increases in sewer flows resulting from the absence of significant development at the Benicia Industrial Park and structural water conservation measures provide some buffer against the impacts of climate change, although this is not likely to remain the case in the long term. Ongoing investment in projects to minimize inflow & infiltration and/or to provide increased capacity will be necessary. Potential damage to sewer infrastructure from sea level rise and flooding along the margins of the Bay is a recognized problem and a major consideration in prioritization of CIP projects.

8.4 Capital Improvement Plan

City Public Works staff biannually prepares/updates a list of desired capital improvements to address identified wastewater collection system condition and capacity issues. The proposed projects are incorporated in the City biannual budget and are funded from user charges and

[3] The criteria was based on a 10-year design storm with 30-hour duration, producing a total rainfall of 3.75 inches and a peak 15-minute rainfall of 0.49 inches. Refer to Section 4 of the 2011 Wastewater Master Plan for additional details regarding the hydraulic model.

capacity fees. These projects often span several years based on funding, engineering/design, and construction. City Council adopted the FY 2025-2026 and FY 2026-2027 City budget on June 17, 2025.

On November 16, 2021, City Council approved 5-year water and sewer rate increases. The wastewater rate increases are approximately 3% each year over a five-year period. The annual increases were scheduled for January 1 of each year with a final increase January 1, 2026. City staff will initiate a Prop. 218 rate process in 2026, targeting an initial rate increase starting in 2027. The City remains committed to addressing the needed infrastructure improvements over time.

Collection System CIP projects included in the City's adopted FY 2025-2026 and 2026-2027 budget are listed in Table 9. The projects will not necessarily be completed within that time frame.

Table 9. Approved Collection System CIP Projects for FY 2025/26 – FY 2026/27

Project Name	Budgeted Amount	Project ID in 2020 Condition Assessment Report
Annual Sewer Rehabilitation	$830,000/yr	
West H Shoreline Stabilization	$1,650,000	#21, West H St.
E. 7th St to WWTP Headworks Sewer Replacement	$3,450,000	#19, Bayshore Rd.
Bayshore Road Force Main Sanitary Sewer Crossovers	$900,000	

8.5 Resiliency Considerations

The City's October 2016 Climate Change Adaptation Plan - Preparing Benicia for a Resilient Future examined impacts of seal level rise/flooding on City infrastructure, and identified areas most vulnerable to these impacts including wastewater treatment plant, storm water drainage system, and by inference, sewer lines in the vulnerable areas. Collection system infrastructure prone to impacts of sea level rise are the waterfront area south of the downtown area/treatment plant, and inland lines in the vicinity of Sulphur Springs Creek which borders the Benicia Industrial Park area. The report developed a number of potential adaptation strategies to guide future efforts by the City and State and Regional partners.

The City also responded to Regional Water Board's April 2021 Climate Change questionnaire, which focused more narrowly on wastewater infrastructure and the City's ability maintain continued operation under existing and future climate conditions. Issues specifically identified in the Questionnaire included a) sea level rise, b) groundwater rise, c) changing climate and weather (high temperature, rainfall intensity), and d) power outages and wildfires. The City's responses to that questionnaire include a discussion of these vulnerabilities and specific measures being taken by the City to mitigate those vulnerabilities.

9.0 Monitoring, Measurement, and Program Modifications

The Plan must include an Adaptive Management section that addresses Plan-implementation effectiveness and the steps for necessary Plan improvement, including:

- *Maintaining relevant information, including audit findings, to establish and prioritize appropriate Plan activities;*
- *Monitoring the implementation and measuring the effectiveness of each Plan Element;*
- *Assessing the success of the preventive operation and maintenance activities;*
- *Updating Plan procedures and activities, as appropriate, based on results of monitoring and performance evaluations; and*
- *Identifying and illustrating spill trends, including spill frequency, locations and estimated volumes*

9.1 Adaptive Management

The City's SSMP is intended to be a living document that, at a minimum, is updated at the frequency specified in the General Order. The SSMP Audit (Section 10) is used as an aid to evaluate SSMP effectiveness and to guide any needed changes to procedures and activities documented in the SSMP. The specific performance indicators described in the following section.

9.2 Performance Indicators

A number of performance indicators are tracked by the City for purposes of evaluating the long-term effectiveness of the SSMP elements described in this Plan. Some of these indicators could be expected to relate directly to specific elements or O&M activities, whereas others relate to multiple activities or program effectiveness as a whole. For example, it may be possible to correlate the number of blockages attributed to roots with the total annual footage (or multi-year cumulative footage) of sewer lines subject to rodding conducted as part of the City's preventative maintenance program (see Section 4). In contrast, the volume of spills reaching surface waters would more likely reflect multiple maintenance activities, emergency response times, the FOG program and even uncontrollable factors.

Table 9-1 lists the quantitative indicators that are currently tracked by the City. The data for these indicators appear in Table 1 of the SSMP Audit, included in Appendix F. Selected spill indicators are also trended in charts that are part of the audit report. Performance measures related to maintenance activities (e.g., cleaning and CCTV footages) are tracked in the CMMS, which can generate reports on demand.

Table 10. SSMP Performance Indicators

Indicator
Number of SSOs (total)
Wet season SSOs[1]
Dry season SSOs[1]
Number of SSOs (by cond.at time of SSO)
Wet Conditions
Dry Conditions
Number of SSOs (by volume range)
< 10 gal
10 – 99 gal
100 – 999 gal
1000 – 9999 gal
≥10,000 gal
Total SSO Volume (A)
Volume reaching waters of the State (B)
Volume not contained but not reaching waters of the State (A-B-C)
Volume recovered (C)
Net volume (total minus recovered) (A-C)
Number of SSOs per 100 miles of sewer/year[2]
Volume of SSOs per 100 miles of sewer/year[2]
Total Volume conveyed to the plant (mil gal)
Total volume SSO / Total volume conveyed, gallons / million gallons
Number of SSO (by cause)
Blockages
Roots
Grease
Debris - General
Debris - Construction (added 2014)
Debris - Rags (added 2014)
Debris from Laterals
Other (added 2014)
Multiple causes
Infrastructure failure
Inflow & Infiltration
Electrical Power Failure
Flow Capacity Deficiency
Natural Disaster
Bypass
Cause Unknown
Average Emergency Response Time, minutes[2]
Business Hours
Non-business hours
Number of locations with multiple SSOs
Maintenance Activities
Footage Cleaned (linear feet)[6]
Top-down Cleaning (linear feet)[6]
Targeted Cleaning – added 2018 (LF)[3]
Televised Inspection (number through 2017, LF 2018-2019)
Manholes Repaired (number)

Notes for Table 10:

1. Wet season defined as Nov-April, dry season May-Oct. **This seasonal categorization does not necessarily reflect weather or flow conditions at the time of the SSO.**

2. From time SSO call received by PW Maintenance Division
3. Footage cleaned refers to biannual and quarterly maintenance cleanings of specific problem areas. Top-down cleaning refers to cleaning of the entire system done in conjunction with CCTV.

In evaluating performance indicators for which there are a very low number of events (e.g. the number of annual wet weather SSOs), it is important to recognize that the process may yield meaningful results only over the long term and may show significant variability on a year-to-year basis.

The State Water Board's web-based Interactive SSO Report is a convenient way to access spill information reported in CIWQS. The Report's user interface allows one to select specific spills, spills of a certain type (e.g., Category 1), or all spills, for any specified period of time. To identify spills reported by the City of Benicia, it is only necessary to enter any one of the following three identifiers, the remaining boxes can be left blank:

Sewer System Agency Name: City of Benicia

Collection System Agency Name: Benicia City CS

WDID: 2SSO10095

The State Board web site also has a Sanitary Sewer Spill Incident Map that allows one to see spill locations. Clicking on the spill marker brings up specific data regarding that spill.

9.3 SSMP Updates and Modifications

It is the District's intention that the SSMP remain a living document, and that it be regularly updated to reflect program or organizational changes, new regulatory requirements, and other changing conditions. Methods to ensure this objective is met include:

- The Public Works Maintenance Superintendent is tasked with overall responsibility for maintaining and updating the SSMP.
- The Public Works Administrative Analyst assists the Maintenance Superintendent in coordinating City staff and outside consultants for the SSMP updating and auditing process, collecting needed information from other City Departments, preparing and posting the final versions on the City's web site, and other administrative tasks.
- The WWTP's regulatory consultant's annual contract includes a task for providing ongoing technical support for collection system activities, including SSMP maintenance, audit coordination, and tracking state and regional developments related to the SSMP.
- A number of the activities described in the SSMP reflect ongoing City programs for which the review and update process is well established. Examples include preventative maintenance (PM) measures, staff training, outreach, inspection and testing. The City is accustomed to requirements that require annual review and updating of key documents (e.g. NPDES permit requirements for annual review/update of the treatment plant O&M Manual and Contingency Plan).
- The General Order requires that the City conduct an internal audit of the SSMP at least every three years as described in Section 10.0 below.
- In addition to periodic audits, the General Order requires that the SSMP be updated every six years. The next update is due August 2, 2025. Minor revisions and updates may be

made on a more frequent basis, either to the document itself or its Appendices, or as an addendum. A log of all SSMP changes is maintained in Appendix G.

9.4 Annual Report

The General Order requires submission of an Annual Report by April 1 of each year. The report covers the previous calendar year, taking the place of (and expanding upon) the previous General Order's Collection System Questionnaire. The required content for the Annual Report is described in Section 3.9 of Attachment E1 of the General Order (p E1-17 through E-1-19). Much of the required information does not change from year to year; other information is specific to the reporting period (e.g., cleaning footages, spill causes, actions to address system deficiencies).

In addition, Section 5.11 of the General Order (main body) requires the following performance indicators, depicted as 10-year trend charts, be included in the Annual Report:

- Total annual spill volume, per Spill Category
- Total annual number of spills, per Spill Category

10.0 Internal Audits

The Plan shall include internal audit procedures, appropriate to the size and performance of the system, for the Enrollee to comply with section 5.4 (Sewer System Management Plan Audits) of this General Order.

The LRO shall submit an audit Report in CIWQS. The report will be viewable by Water Board staff only. Sewer system operators must be involved in completing the audit, which at a minimum must:

- *Evaluate the implementation and effectiveness of the Enrollee's SSMP in preventing spills;*
- *Evaluate the Enrollee's compliance with this General Order;*
- *Identify Sewer System Management Plan deficiencies in addressing ongoing spills and discharges to waters of the State; and*
- *Identify necessary modifications to the Sewer System Management Plan to correct deficiencies.*

The Enrollee shall submit a complete audit report that includes:

- *Audit findings and recommended corrective actions;*
- *A statement that sewer system operators' input on the audit findings has been considered; and*
- *A proposed schedule for the Enrollee to address the identified deficiencies.*

The District's audit format was adapted from a document developed by the BACWA Collection System subcommittee. In addition to identifying and correcting deficiencies (or specifying the schedule for such correction), the audit tracks the effectiveness of implementing the SSMP elements using the performance measures listed in Table 9-1. The audit also includes a qualitative evaluation of the overall effectiveness of implementing SSMP elements. Finally, the audit describes improvements to the collection system completed since the last audit, and those proposed for the upcoming years.

In accordance with the General Order, audits must be completed every three years. The end of the last 3-year audit period was August 2, 2024. The audit was submitted in CIWQS within six months of that date (i.e. by February 2, 2025). The next audit period will cover the three-year period through August 2, 2027, with submittal due by February 2, 2028. A copy of the most recent SSMP audit is included in **Appendix E**.

11.0 Communication Program

The Plan must include procedures for the Enrollee to communicate with:

- *The public for:*
  - *Spills and discharges resulting in closures of public areas, or that enter a source of drinking water, and*
  - *The development, implementation, and update of its Plan, including opportunities for public input to Plan implementation and updates.*
- *Owners/operators of systems that connect into the Enrollee's system, including satellite systems, for:*
  - *System operation, maintenance, and capital improvement-related activities.*

The City's Communication Program is designed to communicate regularly with the Public on SSMP, provide opportunities for public comment and input, communicate with plumbers and contractors whose actions could potentially result in a sewer overflow, and communicate with other local agencies. The Communication Program is a relatively modest effort that reflects what City staff can realistically achieve, given available resources and priorities. Table 11 and its accompanying notes document Communication Program activities.

Table 11. Communication Program Activities

Activity/Best Management Practice	Stakeholder	Frequency
Update SSMP and SSMP webpage[1]	All	As needed
Present Updated SSMP for Certification[2]	City Council	Every 6 years or when significant updates are needed
Communicate with public regarding closures, etc.[3]	All	As needed
Promote Spill Awareness. Distribute Spill Prevention and Pollution Prevention Materials (BMPs for FOG, etc)[4]	All	Ongoing
Conduct In-ground Grease Interceptor Inspections[5]	Affected Facilities	Annually

Notes:

1. The City's SSMP Webpage is updated as new information is available, such as when the SERP or other procedures are revised, new policies are developed, or new regulatory information is received. The web site has contact information for the Public Works Management Analyst, who will respond to public inquiries or direct them to the appropriate person(s).
2. The SSMP will be represented to the City Council for recertification every six years or when significant updates are made. The public has the opportunity to comment on proposed updates at recertification hearings.
3. The Collections Crew posts barricades or signs at spill sites while cleanup efforts are in progress. The Fire Department posts non-emergency messages through its Incident Notification system on Nextdoor, Facebook and Instagram, or via email or phone if an individual has signed up to receive such notices. Emergency notifications are sent to registered users through the Alert Solano System.

4. Promotional opportunities include the summertime Farmer's Markets, Earth Day, and Library and City Hall displays.
5. As part of the Pretreatment Program, the Water Quality Technician conducts an annual inspection of restaurants that discharge through inground interceptors prior to the City's collection system. During inspection, proper BMP materials are distributed and maintenance records are reviewed and collected.
6. Informational materials such as handouts or pamphlets are distributed at community events and are included in utility bills. Public Service Announcements are posted on the City's website. The Building Division staples a handout to permits issued for sewer line replacements.
7. The City may periodically distribute Plumber/Contractor outreach materials developed by BACWA.

12.0 SSMP Approval and Certification

SSMP elements were originally completed and certified according to the schedule included in the Order 2006-003-DWQ. A resolution approving the SSMP was adopted by the City Council at its July 21, 2009 meeting. A copy of the resolution, and of the subsequent resolutions approving the 2014 and 2020 updates are included in Appendix F.

The General Order requires that the SSMP be updated and certified every six years. For systems such as the City of Benicia serving a population between 100,000 and 10,000, the next update/certification is due by August 2, 2025. The updated SSMP itself must also be uploaded into CIWQS by that date.[4]

[4] If electronic document format or size capacity prevents the electronic upload of the Plan, the LRO shall report an electronic link to its SSMP posted on its own (i.e., the District's) website.

City of Benicia

Sewer Spill Emergency Response Plan

Sewer Spill/Backup Response Workbook

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Tab A: Start Here

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Sanitary Sewer Spill/Backup Response Workbook

See the following page for contact information as needed.

☐ Make immediate notifications:

- If this spill is discharging or threatening to discharge greater than or equal to 1,000 gallons to waters of the State, immediately contact CalOES at (800) 852-7550 within 2 hours and obtain a control number. Record this number on the following pages: A-4, B-2, and D-1 Page 1.
- If there is a backup into a residence/business that may be due to a problem in the City's sewer, notify the Field Utilities and Streets Supervisor at (707) 746-4297.
- For media inquiries/requests contact the Public Information Officer at (707) 746-4334.

☐ Refer to the Regulatory Reporting Guide in this Workbook for additional reporting requirements.

COLLECTIONS CREW:	CHAIN OF CUSTODY
☐ Refer to the Spill Event Checklist (A-4), follow the instructions on the Spill/Backup Response Flowchart (C-1), and complete forms in this Workbook as indicated. ☐ Complete the chain of custody record (to the right) and deliver this workbook to the Field Utilities and Streets Supervisor.	Print Name: Initial: Date:

FIELD UTILITIES AND STREETS SUPERVISOR:	CHAIN OF CUSTODY
☐ Review the Spill Event Checklist (A-4) and the forms in this Workbook. Contact the Collections Crew for additional information if necessary. ☐ Confirm that all required regulatory notifications have been made (B-1). ☐ If this was a Sewer Backup, follow instructions on the Backup Forms Checklist (F-1). ☐ Complete the Post Spill Assessment (H-1) and Collection System Failure Analysis Form (H-2). ☐ Complete the Chain of Custody record (right) and forward Workbook to Data Submitter	Print Name: Initial: Date:

DATA SUBMITTER:	CHAIN OF CUSTODY
☐ Refer to Spill Event Checklist (A-4) Data Submitter Responsibilities ☐ Complete the chain of custody record (to the right) and deliver this workbook to a Legally Responsible Official (see A-2 for LROs).	Print Name: Initial: Date:

LEGALLY RESPONSIBLE OFFICIAL:	CHAIN OF CUSTODY
☐ Refer to Spill Event Checklist (A-4) Data Submitter Responsibilities ☐ Complete the chain of custody record (to the right) and file this Workbook with the spill file.	Print Name: Initial: Date:

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Contact Information A-2

Contact	Description	Telephone/Email/Address
CAL/OES	California Office of Emergency Services	(800) 852-7550
Public Information Officer	Media inquiries/requests	(707) 746-4334
Wastewater Treatment Plant Superintendent Public Works Superintendent Field Utilities and Streets Supervisor (707) 746-4796	CalOES 2-hour notification and other regulatory notifications	(707) 746-4790 (707) 746-4297 (707) 746-4796
Field Utilities and Streets Supervisor	Outside Assistance / Mutual Aid	(707) 746-4796
Wastewater Treatment Plant	Water quality sample analysis	(707) 746-4336 614 East 5th St, Benicia
San Francisco Regional Water Quality Control Board		(510) 622-2300
Plan JPA c/o Sedgwick Carlos Toledo, Claims Examiner Jaeran Ahn, Team Lead	Assistance with sewer backup customers	(925) 988-1589 Carlos.Toledo@sedgwick.com (925) 988-1583 Jaeran.Ahn@sedgwick.com
Solano County Environmental Health Department	○ Notifications ○ Sign placement guidance	(707) 784-6765
State Water Resources Control Board	Walter Mobley	(916) 323-0878 Walter.Mobley@waterboards.ca.gov

Authorized Personnel:

The following are authorized to perform regulatory reporting of spills:

Job Title	Telephone	Check if LRO
Field Utilities and Streets Supervisor	**(707) 746-4796**	✓
Wastewater Treatment Plant Superintendent	**(707) 746-4790**	✓
Public Works Superintendent	**(707) 746-4297**	

The City's Legally Responsible Official (LRO) is authorized to electronically sign and certify spill reports in CIWQS.

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NOTE: All references to "SSWDR" refer to State Water Board Order No. WQ 2022-0103-DWQ.

DRAINAGE CONVEYANCE SYSTEM: A drainage conveyance system is a publicly- or privately-owned separate storm sewer system, including but not limited to drainage canals, channels, pipelines, pump stations, detention basins, infiltration basins/facilities, or other facilities constructed to transport stormwater and non-stormwater flows.

SPILL: A spill is a discharge of sewage from any portion of a sanitary sewer system due to a sanitary sewer system overflow, operational failure, and/or infrastructure failure. Exfiltration of sewage is not considered to be a spill under SSWDR if the exfiltrated sewage remains in the subsurface and does not reach a surface water of the State.

- **Category 1 Spill:**

  A Category 1 spill is a spill of any volume of sewage from or caused by a sanitary sewer system regulated under SSWDR that results in a discharge to:

  - A surface water, including a surface water body that contains no flow or volume of water; or
  - A drainage conveyance system that discharges to surface waters when the sewage is not fully captured and returned to the sanitary sewer system or disposed of properly.

  Any spill volume not recovered from a drainage conveyance system is considered a discharge to surface water, unless the drainage conveyance system discharges to a dedicated stormwater infiltration basin or facility.

  A spill from an City-owned and/or operated lateral that discharges to a surface water is a Category 1 spill; the City shall report all Category 1 spills per section 3.1 of Attachment E1 (Notification, Monitoring, Reporting and Recordkeeping Requirements) of SSWDR.

- **Category 2 Spill**

  A Category 2 spill is a spill of 1,000 gallons or greater, from or caused by a sanitary sewer system regulated under SSWDR that does not discharge to a surface water. A spill of 1,000 gallons or greater that spills out of a lateral and is caused by a failure or blockage in the sanitary sewer system, is a Category 2 spill.

- **Category 3 Spill**

  A Category 3 spill is a spill of equal to or greater than 50 gallons and less than 1,000 gallons, from or caused by a sanitary sewer system regulated under SSWDR that does not discharge to a surface water. A spill of equal to or greater than 50 gallons and less than 1,000 gallons, that spills out of a lateral and is caused by a failure or blockage in the sanitary sewer system is a Category 3 spill.

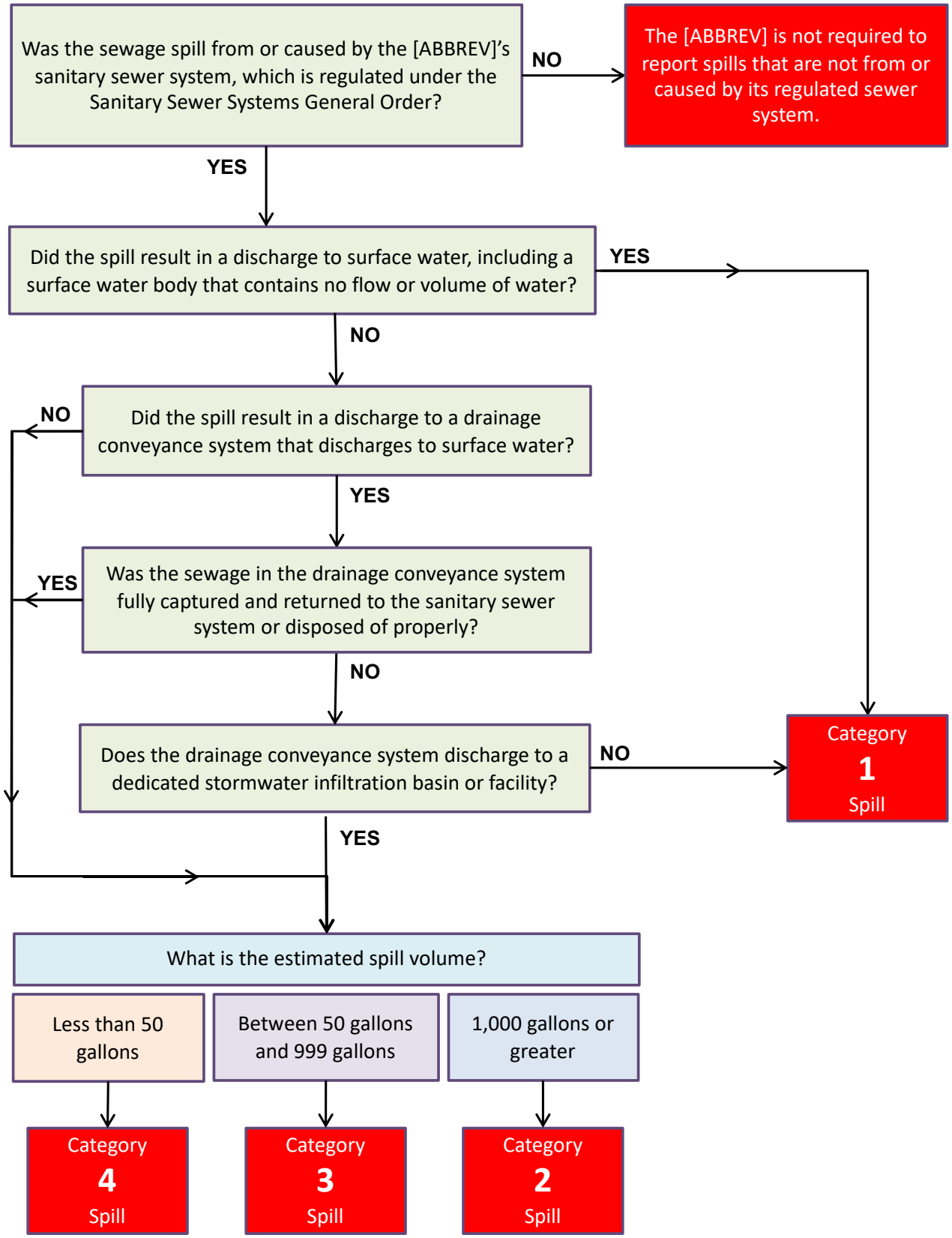
- **Category 4 Spill**

  A Category 4 spill is a spill of less than 50 gallons, from or caused by a sanitary sewer system regulated under SSWDR that does not discharge to a surface water. A spill of less than 50 gallons that spills out of a lateral and is caused by a failure or blockage in the sanitary sewer system is a Category 4 spill.

WATERS OF THE STATE: Waters of the State are surface waters or groundwater within boundaries of the state as defined in Water Code section 13050(e), in which the State and Regional Water Boards have authority to protect beneficial uses. Waters of the State include, but are not limited to, groundwater aquifers, surface waters, saline waters, natural washes and pools, wetlands, sloughs, and estuaries, regardless of flow or whether water exists during dry conditions. Waters of the State include waters of the United States.

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INSTRUCTIONS: Answer each question in order and stop at the red box on ce you have determined the category.



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Spill Event Checklist

Date of Spill: _____ Spill Location/Name: _____

CIWQS Event ID #: _____ Category? ☐ 1 ☐ 2 ☐3 ☐4 OES#: _____

Property Damage? ☐ Yes ☐ No Service Request #: _____

COLLECTIONS CREW RESPONSIBILITIES

- ☐ Effort made to contain and return a portion/all to the sanitary sewer
- ☐ Pictures/video taken of spill
- ☐ Pictures taken of affected/unaffected area
- ☐ If property damage, start that process
- ☐ Pictures taken of containment efforts
- ☐ If spill is Cat 1 > 1000 gallons or Cat 2 > 1000 gal threatening to discharge to waters of the State: OES Control #_____
- ☐ Were surface waters impacted?
- ☐ Impacted waters identified?
- ☐ Assess and document spill location and spread including photos
- ☐ Spill Report Form Complete (includes fields for all required fields in CIWQS, and a sketch of spill)
- ☐ Volume Estimation Worksheet(s) done
- ☐ Start Time Determination Form done
- ☐ Follow Water Quality Monitoring and Sampling procedures

FIELD UTILITIES AND STREETS SUPERVISOR RESPONSIBILITIES

- ☐ Map of where samples were taken, if applicable
- ☐ For Cat 1 Spills 50,000 gallons or larger, obtain sampling results
- ☐ Ensure Technical Report is written
- ☐ Initial review of forms is complete (ensure consistency of dates, times, volumes, and other data)
- ☐ Review of photos and videos (label/date)
- ☐ Conduct Post Spill Assessment & complete form (G-1)
- ☐ Failure Analysis
  - TV to determine cause
  - Review Asset History
- ☐ Determine next steps to prevent recurrence
- ☐ Document findings and next steps on Spill Report
- ☐ Start folder for all documentation for this spill event. Put everything in it (Spill Report, Field Reports, Worksheets/Forms, follow-up work orders, notes, photos, drawings, CIWQS print outs, emails, etc.)

DATA SUBMITTER RESPONSIBILITIES

- ☐ Submit Draft in CIWQS w/in 3 business days (for Categories 1 and 2 only)
- ☐ Print CIWQS Draft hard copy and email
- ☐ Review CIWQS, spill Report, Worksheets, CMMS, and any other documentation to ensure data is consistent (e.g. dates, times, volumes, cause, follow-up action, etc.
- ☐ Attach photos, forms etc. to CIWQS
- ☐ Attach Technical Report to CIWQS, if applicable
- ☐ Submit Ready to Certify in CIWQS (with sufficient time for LRO review)
- ☐ Print CIWQS Ready to Certify and email
- ☐ Hand Workbook to LRO and complete Chain of Custody form

LRO RESPONSIBILITIES

- ☐ LRO review Workbook and CIWQS verify accurate and consistent data
- ☐ Certify in CIWQS (within 15 calendar days for Categories 1 & 2, 30 days after the month for Category 3 & 4)
- ☐ Print Certified CIWQS and email
- ☐ Any changes? Change in CIWQS and hard copies and explain changes, print our current version
- ☐ Move completed Workbook and spill folder to spill files
- ☐ If any changes are made to SSMP
  - Update SSMP and link on CIWQS to SSMP
  - Add change to SSMP Change Log
  - Consider need to re-certify SSMP

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INSERT TAB:
Tab B: Regulatory Reporting

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Regulatory Reporting Guide

The City's Legally Responsible Officials (LROs) are authorized to electronically sign and certify spill reports in CIWQS. See contact information for LROs on page A-2.

Deadline	Category 1 Spill*	Category 2 Spill++	Category 3 Spill++	Category 4 Spill++
2 hours after awareness of spill	Within two (2) hours of the City's knowledge of a Category 1 spill of 1,000 gallons or greater, discharging or threatening to discharge to Waters of the State, notify CalOES and obtain a notification control number.	Within two (2) hours of the City's knowledge of a Category 2 spill of 1,000 gallons or greater threatening to discharge to Waters of the State, notify CalOES and obtain a notification control number.	-	-
Within 18 hours of awareness of spill	Conduct water quality sampling of the receiving water within 18 hours of initial knowledge of spill of 50,000 gallons or greater to surface waters.	-	-	-
3 Business Days after awareness of spill	Submit Draft Spill Report in the CIWQS database.	Submit Draft Spill Report in the CIWQS database.	-	-
15 Days after the spill end date	Submit Certified Spill Report within 15 calendar days of the spill end date. (Submit Amended Spill Report, as needed, within 90 calendar days after the spill end date.)	Submit Certified Spill Report within 15 calendar days of the spill end date. (Submit Amended Spill Report, as needed, within 90 calendar days after the spill end date.)	-	-
Within **30 calendars days** after the end of the calendar month in which the spill occurs	-	-	Submit monthly Certified Spill Report to the online CIWQS Sanitary Sewer System Database (Submit Amended Spill Report, as needed, within 90 calendar days after the Certified Spill Report due date.)	Certify monthly, the estimated total spill volume exiting the sanitary sewer system, and the total number of all Category 4 spills into the online CIWQS Sanitary Sewer System Database.
45 days after spill end date	Submit Technical Report within 45 calendar days after the spill end date for a Category 1 spill in which 50,000 gallons or greater discharged to surface waters; and	-	-	-
By February 1st after the end of the calendar year in which the spills occur.	-	See ++ note below.	-	Upload and certify a report, in an acceptable digital format, of all Category 4 spills to the online CIWQS Sanitary Sewer System Database.

* A spill from an Enrollee-owned and/or operated lateral that discharges to a surface water is a Category 1 spill.

++ See following page for notes.

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++ Agency owned lateral spills (Cat 2-4) to be reported by Feb 1 of the following year.

- **Monthly Spill Reporting of Non-Category 1 Lateral Spills:** If either (1) no spills occur during a calendar month or (2) only Category 4, and/or Enrollee-owned and/or operated lateral spills (that do not discharge to a surface water) occur during a calendar month, the Enrollee shall certify, within 30 calendar days after the end of each calendar month, either a "No-Spill" certification statement, or a "Category 4 Spills" and/or "Non-Category 1 Lateral Spills" certification statement, in the online CIWQS Sanitary Sewer System Database, certifying that there were either no spills, or Category 4 and/or Non-Category 1 Lateral Spills that will be reported annually for the designated month.

- **Annual Certified Spill Reporting of Category 4 and/or Lateral Spills:** For all Category 4 spills and spills from its owned and/or operated laterals that are caused by a failure or blockage in the lateral and that do not discharge to a surface water, the Enrollee shall annually upload and certify a report, in an appropriate digital format, of all recordkeeping of spills to the online CIWQS Sanitary Sewer System Database, by February 1st after the end of the calendar year in which the spills occurred.

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Regulatory Reporting/Notifications Log B-2

Agency/Firm Contacted	Individual Spoken to:	Date	Time	Notes
CalOES				Control Number:

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Tab C: Flowchart

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Spill/Backup Response Flowchart

START HERE

Does the spill/backup appear to be due to a problem in the **City-owned/maintained** sewer line?

NO

This is a Private Spill

1. Photograph the extent of the discharge and the discharge boundaries if possible.
2. Notify the property owner that the blockage is in their lateral and that the City does not have legal authority to maintain or perform work on privately-owned laterals.
3. Give customer the "Your Responsibilities as a Private Property Owner" pages from this Workbook (F-4).
4. Recommend to customer they hire a contractor to clear their line.
5. If customer is not home:
   - Complete Door Hanger and leave on customer's door.
   - Leave a message on the customer's voicemail.
6. If the property owner is unable or unwilling to address the cause of the Spill, immediately contact your supervisor and discuss whether Code Enforcement, the County Department of Environmental Health or Regional Water Quality Control Board should be notified.
7. If you are directed to, break the stoppage and clean up the private spill. Be sure to document City staff time and equipment used for potential billing purposes and take pictures.

1. **Document the service call according to City procedures.**
2. **STOP. Do not continue to PAGE 2**

YES

1. Document arrival time.
2. Consider the need to call out additional staff, contractor or mutual aid assistance.
3. If it is possible that this is a Category 1 spill greater than or equal to 1,000 gallons or a Category 2 spill that is threatening to discharge to waters of the State, immediately make the 2-hour notification to Cal-OES and obtain a control number. Record this number on the following pages: A-4, B-2, and D-1 Page 1.

1. Record manhole number or cleanout location of the spill appearance point closest to the failure point, and describe each additional appearance point on the Spill Report (D-1).
2. Take photographs of all spill appearance points, the extent of the spill, and spill boundaries.

Go to PAGE 2

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Continue from PAGE 1

BEGIN DIVERSION AND CONTAINMENT, AS NECESSARY

1. DIVERT AWAY FROM SENSITIVE AREAS:

a. Cover unplugged storm drains w/mats, or use dirt/other material to divert sewage away from sensitive areas (e.g., schools, playgrounds, intersections, etc.)

b. ENSURE PUBLIC CONTACT DOES NOT OCCUR. Use cones/barricades to isolate area.

2. CONTAIN SPILL & RETURN TO SYSTEM, IF POSSIBLE:

a. As practical, plug or block drainage conveyance system entry locations or use rubber mats to cover basin inlet and divert flow to a downstream sanitary sewer manhole (*barricade manhole if left open and monitor after barricade)* or area suitable to capture the spill for later collection.

If any amount has already reached the drainage conveyance system, trace it downstream to a dry manhole and block it from entering surface waters. i.e., plugs, sandbags, or vacuum truck.

b. If you are confident that you can capture the spill in the drainage conveyance system, trace it downstream to a dry manhole and then divert the spill to the drainage conveyance system for later recovery and return to the sanitary sewer.

c. Use bypass pumps to pump around blockage until it can be removed.

d. Divert to low area of ground where it can be collected later.

3. PHOTOGRAPH each drainage conveyance system entry location.

ADDRESS CAUSE OF SPILL/BACKUP ASAP

1. For spill/backups not related to a pump station, relieve the stoppage. Note the distance of the obstruction from the manhole and catch/remove debris that could cause another stoppage. After flow has returned to normal, clean the pipe thoroughly. Consider televising (CCTV) the affected line.
2. For pump station related spill/backups refer to that station's Emergency Response Plan.
3. Photograph staff activities while clearing the blockage.

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Spill/Backup Response Flowchart

Continue from PAGE 2

Has the spill reached surface waters?

YES

1. Sample surface waters the spill has reached if safe and if the property owner allows (if the surface water access point is on private property):
   - If preliminary volume estimates of the spill are 50,000 gallons or greater, begin collecting as soon as possible but no later than 18 hours after becoming aware of the spill.
   - If people are fishing or swimming in the waters, collect samples regardless of the volume of the spill.
2. Refer to and follow the sampling standard operating procedure (Tab G in this Workbook).

NO

Is it feasible/practical to contain/recover any of the spill from the surface waters?

NO

YES

Contain/recover/clean up as much of the spill in the waters and shoreline as possible. Contact Field Utilities and Streets Supervisor to request outside assistance, as appropriate.

Was drainage conveyance system impacted?

YES

DRAINAGE CONVEYANCE SYSTEM CLEANING SOP

1. Seal or berm the drainage conveyance system immediately downstream of point the spill reached.
2. Photograph impacted drainage conveyance system before cleaning.
3. Vacuum any visible sewage – *Record the volume of sewage recovered. Record volume on the spill report.*
4. Flush impacted sections of the drainage conveyance system with 3X amount of spill, if possible, and contain. Record volume of flush water used and volume of flush water returned to the sanitary sewer on Spill Report.
5. Ensure all visible signs of sewage have been removed.
6. Photograph drainage conveyance system after cleaning is completed.

NO

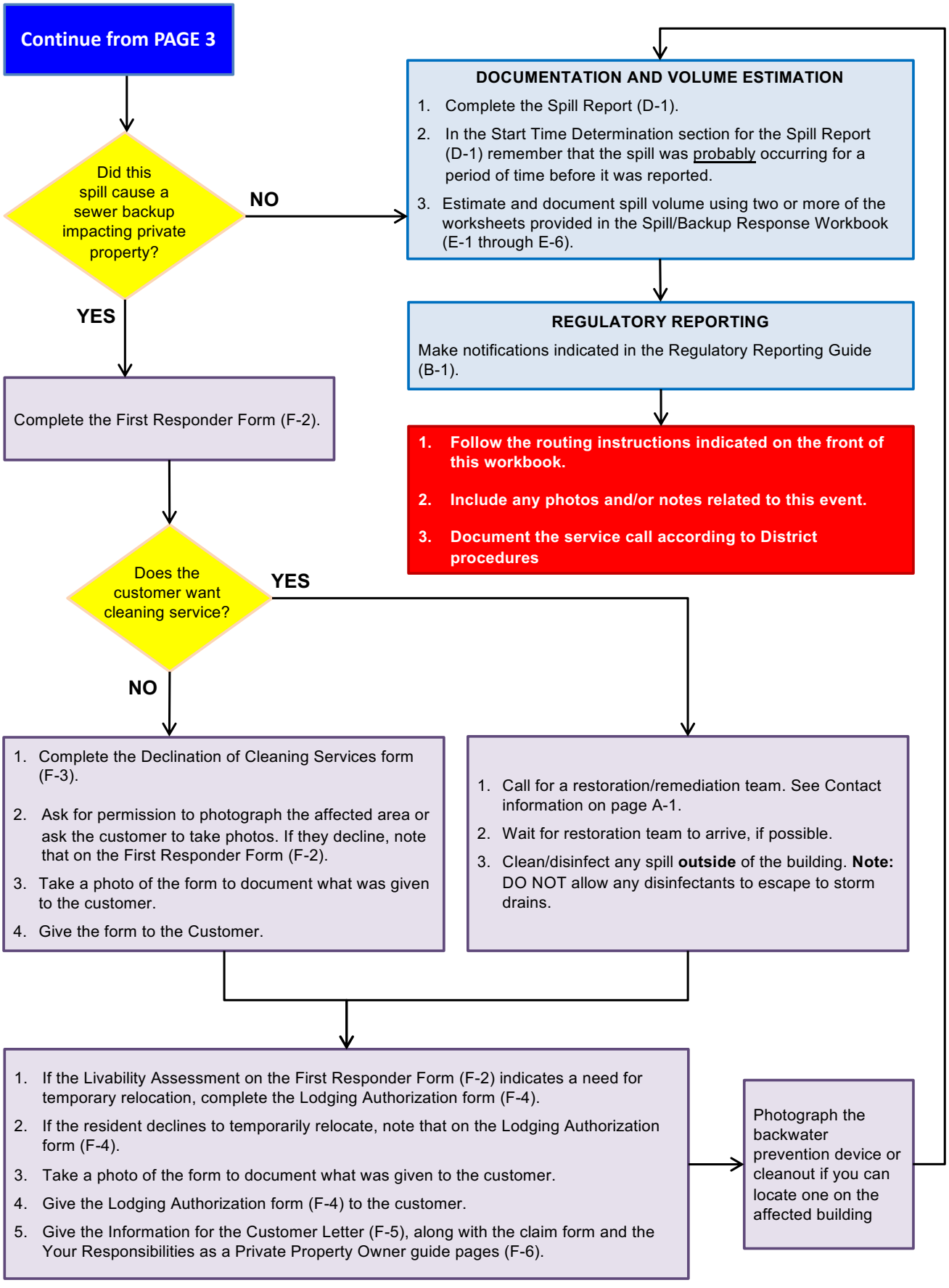
IMPACTED AREA CLEANUP, AS NECESSARY

1. **Assign staff to begin cleanup.** If you might use the area measured volume method to estimate the volume, draw a sketch of the spill footprint and capture dimensions before washing it down.
2. **Remove all signs of gross pollution** with a shovel, broom, rake, and bucket. (toilet paper, solids, grease, etc.)
3. **Flush impacted area** with 3X amount of spill, if possible, and contain. Record volume of flush water used and volume of flush water returned to the sanitary sewer on the Spill Report (D-1).
4. Setup berm/other means to contain all water so it can be returned to sewer
5. Don't use disinfectants if they may enter storm drain system and not be fully recovered or if they may enter surface waters.
6. **Address saturated soil** with removal and/or in-place treatment, depending on the extent of the contamination, the location, and land use. Take measures to prevent accidental contact by the public. NOTE: addressing saturated soil may involve returning to the site one or more days after the spill event.
7. **Photograph the area when cleanup operations are complete**

Go to PAGE 4

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Spill/Backup Response Flowchart



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INSERT TAB:
Tab D: Spill Report

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Sanitary Sewer Spill Field Report

Check spill category (see A-3 for definitions): ☐CATEGORY 1 ☐CATEGORY 2 ☐CATEGORY 3 ☐CATEGORY 4

CalOES NOTIFICATION*		
Date:	Time:	Assigned Control Number:

Names of the Persons Completing this Report	Contact Information

PHYSICAL LOCATION DETAILS	
Spill location name:	
Location description:	
Address of spill:	
City: **Benicia**	Cross Street:
Regional Water Quality Control Board: **San Francisco**	County: **Solano**

DATE/TIME
Date and time the City was notified of, or self-discovered, the spill: _____
Operator arrival time: _____

PHOTOGRAPHS
Photos must be taken during the spill event. At a minimum, the following photos must be taken: ○ Appearance point closest to the failure point ○ Extent of the spill and spill boundaries ○ Entry location of each drainage conveyance system the sewage entered ○ All discharge points into surface waters ○ Location(s) of clean up
Where are photographs stored?

* Within two (2) hours of the City's knowledge of a Category 1 or Category 2 spill of 1,000 gallons or greater, discharging or threatening to discharge to waters of the State, notify CalOES and obtain a notification control number.

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SPILL ORIGINATION	
Description and GPS coordinates of the system location where the spill originated*: *Include manhole number or cleanout location of the spill appearance point closest to the failure point as applicable.*	
Latitude:	Longitude:
Number of additional appearance points:	
Spill appearance points: (Check all that apply) ☐ Backflow Prevention Device ☐ Combined Sewer Drain Inlet (Combined Collection System Only) ☐ Force Main ☐ Gravity Mainline ☐ Inside Building/Structure ☐ Lateral Clean Out (Private) ☐ Lateral Clean Out (Public) ☐ Lower Lateral (Private) ☐ Lower Lateral (Public) ☐ Manhole ☐ Other Sewer System Structure ☐ Pump Station ☐ Upper Lateral (Private) ☐ Upper Lateral (Public) ☐ Other, describe:	
Describe each spill appearance point:	
Check to confirm photos were taken of all appearance points: ☐	

* Note: If a single spill event results in multiple appearance points, provide GPS coordinates for the appearance point closest to the failure point and describe each additional appearance point in the "Describe each spill appearance point" description section above. Take photos of spill appearance point(s).

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SPILL DESTINATION (Check all that apply)	
Final spill destination(s): ☐ Drainage Conveyance System That Discharges to Surface Water ☐ Surface Water ☐ Building or Structure ☐ Drainage Conveyance System ☐ Groundwater Infiltration Basic or Facility ☐ Paved Surface ☐ Street/Curb and Gutter ☐ Unpaved Surface ☐ Other, describe:	
Description of the spill event destination(s) including GPS coordinates if available that represent the full spread and reach of the spill.	
Latitude:	Longitude:
Latitude (if needed):	Longitude (if needed):
Latitude (if needed):	Longitude (if needed):
Latitude (if needed):	Longitude (if needed):
Check to confirm photos were taken of spill destination/boundaries: ☐	

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SPILL VOLUME

Estimated total spill volume exiting the system: _____ gallons

Did the spill reach a drainage conveyance system? ☐ YES ☐ NO If yes:

- Estimated time the spill reached the drainage conveyance system: _____
- Distance from drainage conveyance system to entry point to surface waters: _____ feet
- Method to determine travel time from point of entry to drainage conveyance system to receiving waters:

  _____

  _____

  _____
- Describe the drainage conveyance system transporting the spill: _____

  _____

  _____

Estimated spill volume fully recovered from the drainage conveyance system: _____ gallons

Estimated spill volume remaining within the drainage conveyance system: _____ gallons

Check to confirm photos taken of entry location of drainage conveyance system the sewage entered: ☐

Did the spill reach surface water? ☐ YES ☐ NO

If yes:

- Estimated time the spill entered the surface water: _____
- Distance from spill appearance point to entry point to surface water: _____ feet
- Method to determine travel time to receiving waters: _____

  _____

  _____
- Describe all discharge points: _____

  _____

  _____

Estimated spill volume that discharged to surface waters: _____ gallons

Estimated total spill volume recovered: _____ gallons

Check to confirm photos were taken of the following, as applicable: all discharge points into surface waters, waterbody bank erosion, floating matter, water surface sheen, discoloration of receiving water, any notable impacts to the receiving water: ☐

Did the spill discharge to a groundwater infiltration basin or facility? ☐ YES ☐ NO

If yes,

- Estimated time the spill entered the groundwater infiltration basin or facility: _____
- Estimated spill volume discharged to the groundwater infiltration basin or facility: _____ gallons

Estimated spill volume that did NOT reach drainage conveyance system, surface water, or groundwater infiltration basin or facility: _____ gallons

Estimated Total Spill Volume Recovered: _____ gallons

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SPILL VOLUME (continued)
Method and explanation of volume estimation methods used: (Check all that apply) ☐ Eyeball Estimate (worksheet included in Spill/Backup Response Workbook) ☐ Counting Upstream Connections (worksheet included in Spill/Backup Response Workbook) ☐ Duration and Flow Rate (worksheet included in Spill/Backup Response Workbook) ☐ Measured Volume (worksheet included in Spill/Backup Response Workbook) ☐ Other (provide worksheet/calculations)
Description of how the spill volume estimations were calculated, including at a minimum, the methodology, assumptions and types of data relied upon, such as supervisory control and data acquisition (SCADA) records, flow monitoring or other telemetry information, used to estimate the volume of the spill discharged, and the volume of the spill recovered (if any volume of the spill was recovered):

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SPILL START TIME and END TIME DETERMINATION	
Were there witnesses to the spill? ☐ YES ☐ NO If yes, provide Spill Witness Statements below:	
Witness 1 Name:	Witness 1 Contact Information:
Where did they see sewage spill from? ☐ Manhole ☐ Inside Building ☐ Vent/Clean Out ☐ Catch Basin ☐ Wet Well/Lift Station ☐ Other (describe):	
When did the witness notice the sewage spilling? _____ AM / PM Date _____ /_____ /_____ Witness description of spill and affected area: Is it currently spilling? ☐ YES ☐ NO When did the witness last observe **NO Spill** occurring? _____ AM / PM Date _____ /_____ /_____	
Did the witness notice if the spill had reached the storm drain or surface waters?	
Comments:	
Witness 2 Name:	Witness 2 Contact Information:
Where did they see sewage spill from? ☐ Manhole ☐ Inside Building ☐ Vent/Clean Out ☐ Catch Basin ☐ Wet Well/Lift Station ☐ Other (describe):	
When did the witness notice the sewage spilling? _____ AM / PM Date _____ /_____ /_____ Witness description of spill and affected area: Is it currently spilling? ☐ YES ☐ NO When did the witness last observe **NO Spill** occurring? _____ AM / PM Date _____ /_____ /_____	
Did the witness notice if the spill had reached the storm drain or surface waters?	
Comments:	
Witness 3 Name:	Witness 3 Contact Information:
Where did they see sewage spill from? ☐ Manhole ☐ Inside Building ☐ Vent/Clean Out ☐ Catch Basin ☐ Wet Well/Lift Station ☐ Other (describe):	
When did the witness notice the sewage spilling? _____ AM / PM Date _____ /_____ /_____ Witness description of spill and affected area: Is it currently spilling? ☐ YES ☐ NO When did the witness last observe **NO Spill** occurring? _____ AM / PM Date _____ /_____ /_____	
Did the witness notice if the spill had reached the storm drain or surface waters?	
Comments:	

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SPILL START TIME and END TIME DETERMINATION (continued)

Are the volume of the spill and rate of flow known? ☐ YES ☐ NO

If yes, divide volume by rate of flow to get duration of spill event:

_____ Gallons ÷ _____ GPM = _____ Minutes
Spill Volume Flow Rate Spill Duration

Subtract the duration from the spill end date/time to establish the spill start date/time:

_____ — _____ = _____
Spill End Date/Time Duration Spill Start Time

Method to determine flow rate:

Solids Present? ☐ None or small amount (indicates recent start)
☐ Significant amount of buildup

Staining? ☐ None (indicates recent start)
☐ Minor
☐ Significant

Distance sewage has traveled from spill point:

Spill Start Time:

Spill End Date and Time:

How was end time determined?
☐ Broke stoppage
☐ Turned pump station back on
☐ Other, explain:

Description of the methodology(ies), assumptions and type of data relied upon for estimations of the spill start time and the spill end time.

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SPILL CAUSE (check all that apply)
☐ Air Relief Valve (ARV)/Blow Off Valve (BOV)/Backwater Valve Failure
☐ Construction Diversion Failure
☐ Collection System Maintenance Failure (Specify Below)
☐ Damage by Others Not Related to CS Construction/Maintenance (Specify Below)
☐ Debris from Construction
☐ Debris from Lateral
☐ Debris-General
☐ Debris-Rags
☐ Debris-wipes/Non-disposables
☐ Flow Exceeded Capacity (Separate CS Only)
☐ Fats, Oils and Grease (FOG)
☐ Inappropriate Discharge to CS
☐ Natural Disaster (Specify Below)
☐ Operator Error (Specify Below)
☐ Pipe Structural Problem/Failure – Installation
☐ Pipe Structural Problem/Failure – Controls
☐ Pump Station Failure – Power
☐ Pump Station Failure – Mechanical
☐ Pump Station Failure – Controls
☐ Rainfall Exceeded Design, I and I (Separate CS Only)
☐ Root Intrusion
☐ Siphon Failure
☐ Surcharged Pipe (Combines CS Only)
☐ Vandalism (Specify Below)
☐ Other, specify:

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SYSTEM FAILURE LOCATION	
System failure location: ☐ Air Relief Valve (ARV)/Blow Off Valve (BOV) Failure ☐ Force Main ☐ Gravity Mainline ☐ Lower Lateral ☐ Manhole ☐ Pump Station Failure – Controls ☐ Pump Station Failure – Mechanical ☐ Pump Station Failure – Power ☐ Siphon ☐ Upper Lateral (Specify Below) ☐ Other, specify:	
Description of the pipe material at the failure location: ☐ Copper ☐ Galvanized Steel ☐ Polyvinyl Chloride (PVC) ☐ Acrylonitrile Butadiene Styrene (ABS) ☐ Cross-Linked Polyethylene (PEX) ☐ Cast Iron ☐ Vitrified Clay ☐ Concrete ☐ Ductile Iron ☐ Fiberglass ☐ Other, specify:	
Estimated age of sewer asset at the point of blockage or failure (if applicable):	years
Diameter of sewer pipe at the point of blockage or failure:	inches

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SPILL IMPACT
Description of the impact of the spill:

STORM EVENT
Was spill associated with a storm event? ☐ YES ☐ NO

SPILL RESPONSE ACTIVITIES (check all that apply)
☐ Cleaned Up (Specify Below) ☐ Mitigated Effects of Spill (Specify Below) ☐ Contained All or Portion of Spill ☐ Restored Flow ☐ Returned All Spill to Sanitary Sewer System ☐ Returned Portion of Spill to Sanitary Sewer System ☐ Property Owner Notified ☐ Other Enforcement Agency Notified ☐ Other, specify:
Description of spill response activities including description of immediate spill containment and cleanup efforts:

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SPILL CORRECTIVE ACTION (check all that apply)
☐ Added Sewer to Preventive Maintenance Program ☐ Adjusted Schedule/Method of Preventive Maintenance ☐ Enforcement Action Against FOG Source ☐ Inspected Sewer Using CCTV to Determine Cause ☐ Plan Rehabilitation or Replacement of Sewer ☐ Repaired Facilities or Replaced Defect ☐ Other, specify:
Refer to Collection System Failure Analysis Report for details about: • Spill corrective action, including steps planned or taken to reduce, eliminate, and prevent reoccurrence of the spill, and a schedule of major milestones for those steps. • Schedule of major milestones Check to confirm completion of each report: ☐ Post-Spill Assessment ☐ Collection System Failure Analysis
Spill response completion date:

INVESTIGATION
Detailed narrative of investigation and investigation findings of cause of spill:
Is the City conducting an ongoing investigation? ☐ YES ☐ NO If yes, reasons for an ongoing investigation: If yes, expected date of completion of investigation: _____

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SURFACE WATERS (Complete for Category 1 Spills Only)		
Name of receiving water body	Type of receiving water body: Stream, Ocean, Wetland, Slough, Estuary, River, Lake, Reservoir, Vernal Pool, Wash, or Other (specify)	Description of the water body(s), including but not limited to: ○ Observed impacts on aquatic life, ○ Public access impact(s): public closure, restricted public access, temporary restricted use, and/or other (specify below) ○ Responsible entity for closing/restricting use of water body, and ○ Number of days closed/restricted as a result of the spill.

MUNICIPAL INTAKE (Complete for Category 1 and 2 Spills Only)		
Was the spill located within 1,000 feet of a municipal surface water intake?	☐ YES	☐ NO
Describe:		

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WATER SAMPLING
Were water quality samples collected? ☐ YES ☐ NO ☐ N/A If yes, identify sample locations:
Identify parameters the water quality samples were analyzed for: (Check all that apply) ☐ Total Coliform Bacteria ☐ Fecal coliform bacteria ☐ E-coli ☐ Ammonia ☐ Other, specify:

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INSERT TAB:
Tab E: Volume Estimation

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Miscellaneous Computations & Examples

To convert inches to feet (NOTE: for the purposes of this worksheet, the unit of measurement will be in feet for formula examples)	Divide the inches by 12 or use the chart on the right. **Example 1:** 27" ÷ 12 = 2.25' **Example 2:** 1¾" = ?' 1" (0.08') + ¾" (0.06') = 0.14'
Volume of one cubic foot	7.48 gallons of liquid
Area: Two-dimensional measurement represented in square feet (SQ/FT or ft^2)	Square/rectangle: Area = Length x Width Circle: Area = $\pi \times r^2$ (where $\pi \approx 3.14$ and r = radius = ½ diameter) Triangle: Area = ½ (Base x Height)
Volume: Three-dimensional measurement represented in cubic feet (CU/FT or ft^3)	Rectangle/square footprint: Volume = Length x Width x Depth Circle footprint (cylinder): Volume = $\pi \times r^2$ x Depth (where $\pi \approx 3.14$ and r = radius = ½ diameter) Triangle footprint: Volume = ½ (Base x Height) x Depth
Depth: Wet Stain on Concrete or asphalt surface	If the depth is not measurable because it is only a wet stain, use the following estimated depths: ○ Depth of a wet stain on concrete surface: 0.0026' (1/32") ○ Depth of a wet stain on asphalt surface: 0.0013' (1/64") These were determined to be a reasonable depth to use on the respective surfaces through a process of trial and error. One gallon of water was poured onto both asphalt and concrete surfaces. Once the area was determined as accurately as possible, different depths were used to determine the volume of the wetted footprint until the formula produced a result that (closely) matched the one gallon spilled. This process was repeated several times.
Depth: Contained or "Ponded" sewage	Measure actual depth of standing sewage whenever possible. When depth varies, measure several representative sample points and determine the average. Use that number in your formula to determine volume.

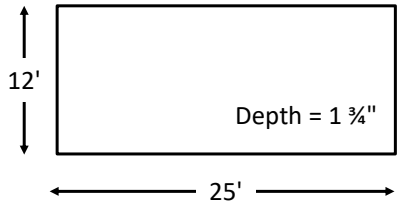
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Miscellaneous Computations & Examples (continued)

Convert Inches to Feet	
Inches	**Feet**
1/8"	0.01'
1/4"	0.02'
3/8"	0.03'
1/2"	0.04'
5/8"	0.05'
3/4"	0.06'
7/8"	0.07'
1"	0.08'
2"	0.17'
3"	0.25'
4"	0.33'
5"	0.42'
6"	0.50'
7"	0.58'
8"	0.67'
9"	0.75'
10"	0.83'
11"	0.92'
12"	1.00'

Area/Volume of a Rectangle or Square

Formula: Length x Width x Depth = Volume in **cubic feet**



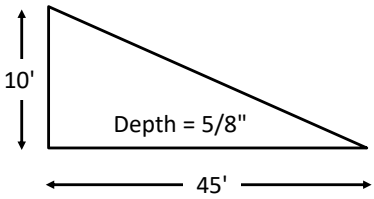
25' X 12' X 0.14' = **42 Cubic Feet**
Length Width Depth Volume

Multiply the volume by 7.48 gallons to determine the volume in **gallons**:

42 ft³ X 7.48 = **314.16 gallons**
Volume gal/ft³ Volume

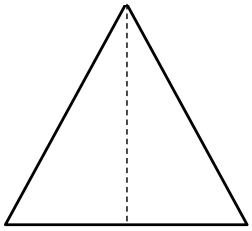
Area/Volume of a Right Triangle

Formula: Base x Height x Depth = Volume in **cubic feet**



0.5 X 45' X 10' X 0.05' x 7.48 = 84.15 gallons
Base Height Depth gal/ft³ Volume

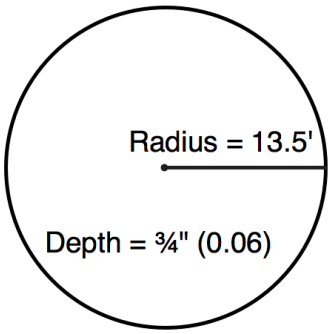
For isosceles triangles (two sides are equal lengths), break it down into two right triangles and compute area as you would for the right triangle.



Area/Volume of a Circle

Formula: π x r² x Depth = Volume in **cubic feet**

The radius is ½ the diameter, which is a straight line passing from side to side through the center of a circle.



13.5' X 13.5' X 3.14 X 0.06' x 7.48 = 256.8 gallons
Radius Radius π Depth gal/ft³ Volume

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Volume Estimation: Eyeball Estimation Method (for ≤100 gallons) E-2

Spill Date: _____ Location: _____

This method is invalid if surface conditions are wet (due to rainfall, irrigation, etc.) DO NOT use this method under these circumstances.

STEP 1: Position yourself so that you have a vantage point where you can see the entire spill.

STEP 2: Imagine one or more buckets or barrels of water tipped over. Depending on the size of the spill, select a bucket or barrel size as a frame of reference. It may be necessary to use more than one bucket/barrel size.

STEP 3: Estimate how many of each size bucket or barrel it would take to make an equivalent spill. Enter those numbers in Column A of the row in the table below that corresponds to the bucket/barrel sizes you are using as a frame of reference.

STEP 4: Multiply the number in Column A by the multiplier in Column B. Enter the result in Column C.

	A	B	C
Size of bucket(s)/barrel(s)	How many of this size?	Multiplier	Estimated Spill Volume
		x 1 gallon	
		x 5 gallons	
		x 32 gallons	
		x 55 gallons	
		x ___ gallons	
		Estimated Total Spill Volume:	

STEP 5: List assumptions made to arrive at the total estimated spill volume:

STEP 6: Take photographs. Where are photographs stored?

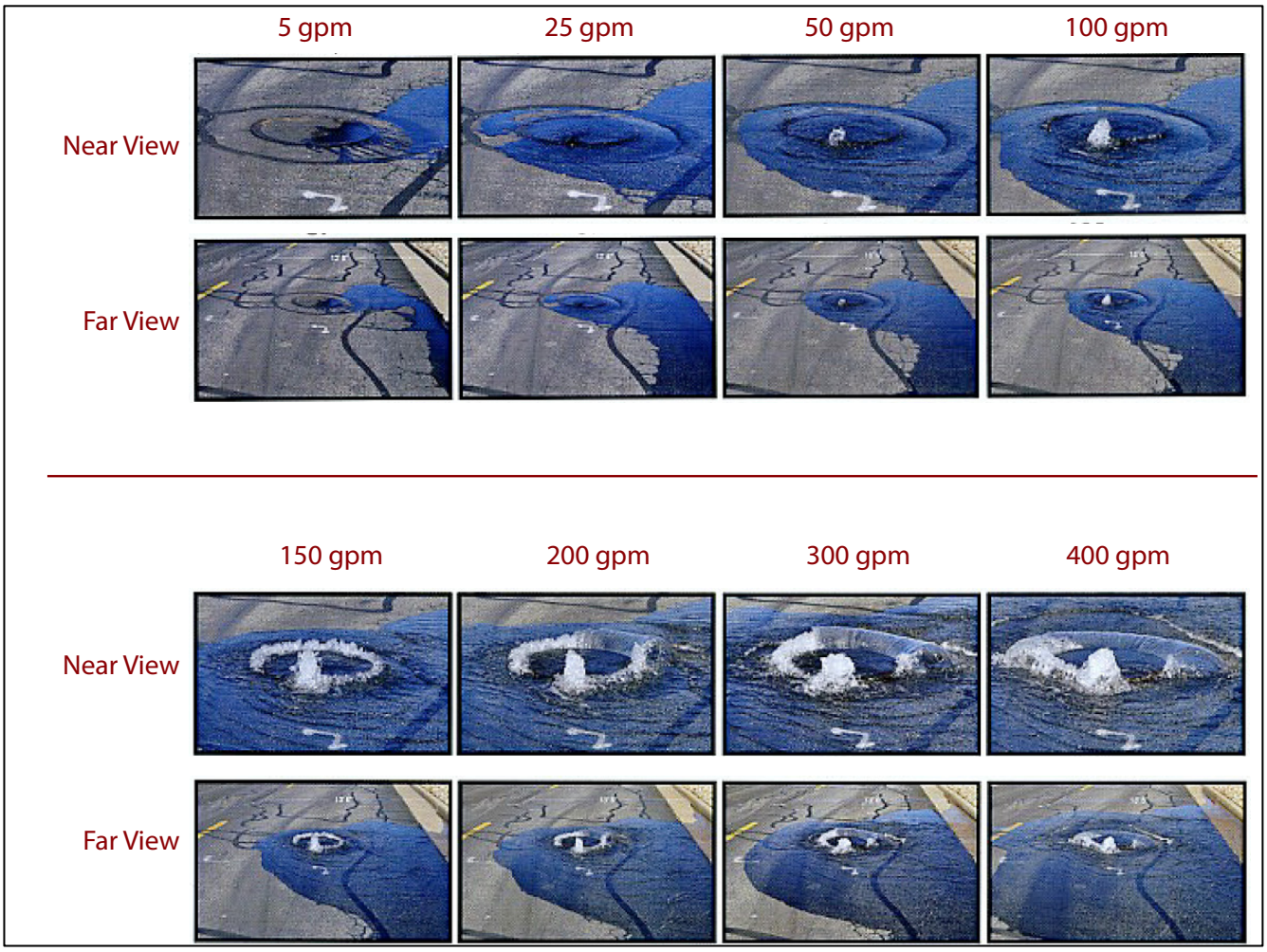
The following photos must be taken: appearance point closest to the failure point, extent of the spill and spill boundaries, the entry location of each drainage conveyance system the sewage entered, all discharge points into surface waters (Category 1 spill only), and location(s) of clean up.

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Volume Estimation: Duration and Flow Rate Comparison Method

Spill Date: _____ Location: _____

Compare the spill to reference images below to estimate flow rate of the current spill. **NOTE: If the manhole cover in your picture has vent holes or more than one pry hole, do not use these pictures for comparison.**



SSCSC Manhole Spill Gauge: CWEA Southern Section Collections Systems Committee. Spill Simulation courtesy of Eastern Municipal Water District.

Describe which reference photo(s) were used and any additional factors that influenced applying the reference photo data to the actual spill:

Flow Rate Based on Photo Comparison: _____ gallons per minute (gpm)

(Continued on next page)

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Start Date and Time	1.
End Date and Time	2.
Spill Event Total Time Elapsed (subtract Line 1 from Line 2. Show in minutes.)	3.
Average Flow Rate GPM (Account for diurnal flow pattern)	4.
Total Volume Estimated Using Duration and Flow Method (Line 3 x Line 4)	5.

List assumptions made to arrive at the total estimated spill volume:

Take photographs. Where are photographs stored?

The following photos must be taken: appearance point closest to the failure point, extent of the spill and spill boundaries, the entry location of each drainage conveyance system the sewage entered, all discharge points into surface waters (Category 1 spill only), and location(s) of clean up.

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Volume Estimation: Area/Volume Method

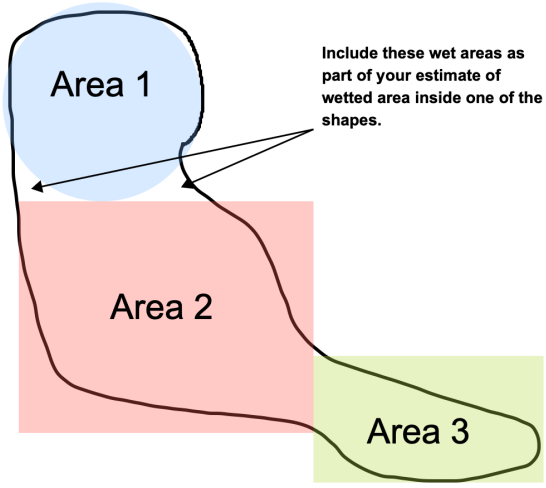
Spill Date: _____ Location: _____

STEP 1: Describe spill area surface: ☐ Asphalt ☐ Concrete ☐ Dirt ☐ Landscape ☐ Inside Building

☐ Other: _____

STEP 2: Draw/sketch the outline (footprint) of the spill. Then break the footprint down into recognizable shapes. Label/identify each sketch outline area (Area 1, Area 2, etc.) See example below.

EXAMPLE:



Dimensions: 2.5' diameter
+/- 100% of the surface inside the circle is wet

Dimensions: 8' x 6'
+/- 80% of the surface inside the rectangle is wet

Dimensions: 6' x 3'
+/- 60% of the surface inside the rectangle is wet

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STEP 3: Calculate the area of the footprint by completing the table below for each area in Step 2. Measure actual depth of standing sewage whenever possible. When depth varies, measure several representative sample points and determine the average. If the depth is not measurable because it is only a wet stain, use the following estimated depths: Depth of a wet stain on concrete surface: 0.0026' (1/32")
Depth of a wet stain on asphalt surface: 0.0013' (1/64")

Rectangles:

Area # (from labeled drawing)		Length	X	Width	X	% Wet	=	Area	X	Depth	=	Volume
	→	ft	X	ft	X	%	=	ft^2	X	ft	=	ft^3
	→	ft	X	ft	X	%	=	ft^2	X	ft	=	ft^3
	→	ft	X	ft	X	%	=	ft^2	X	ft	=	ft^3

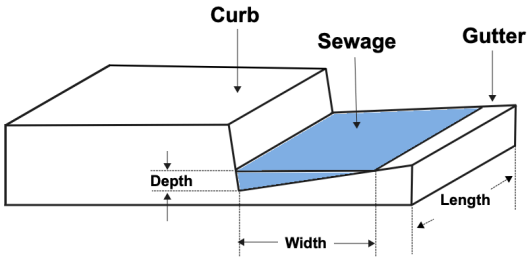
Circles:

Area # (from labeled drawing)		π	X	Radius	X	Radius	X	% Wet	=	Area	X	Depth	=	Volume
	→	3.14	X	ft	X	ft	X	%	=	ft^2	X	ft	=	ft^3
	→	3.14	X	ft	X	ft	X	%	=	ft^2	X	ft	=	ft^3
	→	3.14	X	ft	X	ft	X	%	=	ft^2	X	ft	=	ft^3

STEP 4: If part of the spill is in a gutter, use the formula below to calculate the volume:

_____ X _____ X _____ X 0.5 = _____ ft^3

Length Depth Width **Volume**



STEP 5: Calculate Total Spill Volume (sum of all of the volume calculations above): _____ ft^3

STEP 6: Convert from cubic feet to gallons by multiplying by 7.48.

_____ ft^3 x 7.48 gallons = _____ gallons

spill volume in cubic feet **Total estimated volume**

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STEP 7: List assumptions made to arrive at the total estimated spill volume. Adjust estimation up for moderate to severe cracking and/or roughness of surface (General Rule 20% to 40%):

STEP 8: Take photographs. Where are photographs stored?

The following photos must be taken: appearance point closest to the failure point, extent of the spill and spill boundaries, the entry location of each drainage conveyance system the sewage entered, all discharge points into surface waters (Category 1 spill only), and location(s) of clean up.

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Volume Estimation: Upstream Connections Method E-5

Spill Date: _____ Location: _____

Attach and/or reference system map and identify location of spill and buildings contributing to spill.

STEP 1: Determine the number of Equivalent Dwelling Units (EDUs) for this spill: _____ EDUs
NOTE: A single-family residential home = 1 EDU. For commercial buildings, refer to agency documentation.

STEP 2: This volume estimation method utilizes daily usage data based on flow rate studies of several jurisdictions in California. Column A shows how an average daily usage of 180 gallons per day is distributed during each 6-hour period. Adjust the table as necessary to accurately represent the actual data.

Complete Column E by entering the number of minutes the spill was active during each 6-hour time period. Multiply column D times Column E to calculate the gallons spilled during each time period. Add the numbers in Column F together for the Total Estimated spill Volume per EDU.

	Flow Rate Per EDU				**Spill**	
	A	**B**	**C**	**D**	**E**	**F**
Time Period	Gallons per Period	Hours per period	A÷B = Gallons per Hour	C÷60 = Gallons per Minute	Minutes spill was active during period	D × E = Gallons spilled per period
6am-noon	72	6	12	0.20		
noon-6pm	36	6	6	0.10		
6pm-midnight	54	6	9	0.15		
midnight-6am	18	6	3	0.05		
Total Estimated Spill Volume per EDU:						

STEP 3: Multiply the Estimated spill Volume per EDU from Step 2 by the number of EDUs from Step 1.

_____ gallons X _____ = _____ gallons
Volume per EDU # of EDUs Estimated spill Volume

STEP 4: Adjust spill volume as necessary considering other factors, such as activity that would cause a fluctuating flow rate (doing laundry, taking showers, etc.). Explain rationale below and indicate adjusted spill estimate (attach a separate page if necessary).

Total Estimated spill Volume: _____ gallons

STEP 7: List assumptions made to arrive at the total estimated spill volume:

STEP 8: Take photographs. Where are photographs stored?

The following photos must be taken: appearance point closest to the failure point, extent of the spill and spill boundaries, the entry location of each drainage conveyance system the sewage entered, all discharge points into surface waters (Category 1 spill only), and location(s) of clean up.

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Drawing Worksheet

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INSERT TAB:
Tab F: Backup Forms

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Backup Forms Checklist (Backup Only) F-1

Complete this form only if there is a backup into a residence or business.

Instructions to Collections Crew:

1. Tear forms listed below out of this workbook and hand to customer. *Leave this page (F-1) and the First Responder Form (F-2) in this workbook, do not give to Customer.*
2. Check each item that was provided to the customer.
3. Have customer sign below.

Forms/Documents:

- ☐ Form F-3: Customer Information Letter
- ☐ Form F-4: Your Responsibilities as a Private Property Owner
- ☐ Form F-5: Claim Form

Forms Provided to:

_____
Customer Name

_____
Customer Signature

_____
Date

Check here if customer declines to sign: ☐

Formularios / Documentos:

- ☐ F-3: Carta de Información del Cliente
- ☐ F-4: Sus Responsabilidades Como Propietario de Una Propiedad Privad
- ☐ F-5: Formulario de Reclamación

Formularios Proporcionados a:

_____
Nombre del cliente

_____
Firma del cliente

_____
Fecha

Marque aquí si el cliente se niega a firmar: ☐

Forms Provided by: _____ _____ _____
Employee Name Initial Date

Instructions to Field Utilities and Streets Supervisor:

Send photos, including the photos of the documents given to the customer, and a copy of the First Responder form to the City Attorney.

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First Responder Form (Backup Only)

Complete this form only if there is a backup into a residence or business.

Fill out this form as completely as possible.
Ask customer if you may enter the home. If so, take photos of all damaged and undamaged areas.

PERSON COMPLETING THIS FORM: Name: _____ Title: _____	PHONE: DATE: TIME:
TIME STAFF ARRIVED ON-SITE:	

RESIDENT NAME: ☐ Owner ☐ Renter ADDRESS: PHONE:	IF RENT, PROPERTY MANAGER(S): OWNER: ADDRESS: PHONE:
# OF PEOPLE LIVING AT RESIDENCE:	

Approximate Age of Home:	# of Bathrooms:	# of Rooms Affected:

Numbers of Photographs or Videos Taken: ☐ Photographs _____ ☐ Video _____ ☐ Customer did not provide or allow photographs	Where are photos/video stored?

Is nearest upstream manhole visibly higher than the drain/fixture that spilled? ☐ Yes ☐ No

Does property have a Property Line Cleanout or BPD? ☐ Cleanout ☐ BPD ☐ Neither ☐ Unknown

If yes, was the Property Line Cleanout/BPD operational at the time of the spill? ☐ Yes ☐ No ☐ Unknown

Have there ever been any previous spills at this location? ☐ Yes ☐ No ☐ Unknown

Has the resident had any plumbing work done recently? ☐ Yes ☐ No ☐ Unknown

If YES, please describe:

GO TO PAGE 2

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LIVABILITY ASESSMENT

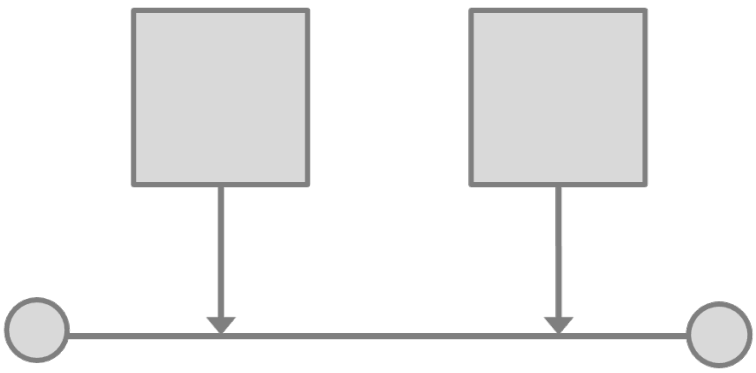
- Is there insufficient non-contaminated living space for residents to stay during cleaning including a functioning and non-contaminated bathroom? ☐ Yes ☐ No
- Are there any residents that are pregnant, are children, have severe allergies/asthma, have respiratory problems, and/or have a compromised immune system? ☐ Yes ☐ No
- Is the area a childcare or extended care facility? ☐ Yes ☐ No
- Is the food preparation area contaminated? ☐ Yes ☐ No
- Is it currently after 8pm, or if it is currently before 8pm will the cleaning and disinfection be completed after 10pm? ☐ Yes ☐ No

If the answer to any of the questions above is YES, advise the resident to consider temporarily relocating while the living area is cleaned.

SANITARY SEWER LINE BLOCKAGE LOCATION

PLEASE CHECK THE BOXES THAT DESCRIBE YOUR OBSERVATIONS:	
Building Cleanout Was: ☐ Non-Existent ☐ Full ☐ Empty	Property Line Cleanout was ☐ Non-Existent ☐ Full ☐ Empty

On the diagram below, place an X where in the mainline or lateral you believe the problem occurred.



Did sewage go under buildings? ☐ Yes ☐ No ☐ Unsure

Recommended Follow-Up Action(s):

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Customer Information Letter (Backup Only) F-3 (English)

Dear Property Owner:

We recognize that sewer backup incidents can be stressful and require immediate response while all facts concerning how an incident occurred are still unknown. Rest assured that we do all we can to prevent this type of event from occurring in the first place. Nevertheless, occasionally tree roots or other debris in the sewer lines causes a backup into homes immediately upstream of the blockage. At this time the City is investigating the cause of this incident.

If the City is found to be responsible for the incident, we are committed to cleaning and restoring your property, and to protecting the health of those affected during the remediation process.

The cleaning contractor provided by the City has been selected because of their adherence to established protocols that are designed to assure to all parties thorough, cost-effective and expeditious cleaning services. You also have the right to select your own cleaning contractor, but the City does not guarantee payment of fees/expenses incurred and reserves the right to dispute fees/expenses deemed not usual and customary.

Depending on the extent of the backup our Collections Crew may advise you to consider relocating temporarily while the living area is cleaned. In that case, the City will arrange for lodging for you for one night. Please see the Lodging Authorization form for details.

To discuss this matter, contact the Field Utilities and Streets Supervisor at (707) 746-4297. To submit a claim for damages contact the City Attorney at (707) 746-4200.

Sincerely,
The City of Benicia

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Customer Information Letter (Backup Only) F-3 (Spanish)

Estimado Propietario:

Reconocemos que los incidentes de la red de alcantarillado pueden ser estresantes y requieren una respuesta inmediata, mientras que todos los hechos relacionados con la forma en que ocurrió el incidente aún son desconocidos. Tenga la seguridad de que haremos todo lo posible para evitar que este tipo de evento ocurra en primer lugar. Sin embargo, ocasionalmente las raíces de los árboles u otros residuos en las líneas de alcantarillado causan una copia de seguridad en los hogares inmediatamente antes del bloqueo. En este momento el ciudad está investigando la causa de este incidente.

Si se determina que el ciudad es responsable del incidente, nos comprometemos a limpiar y restaurar su propiedad, ya proteger la salud de las personas afectadas durante el proceso de remediación.

El contratista de limpieza proporcionado por el Distrito ha sido seleccionado debido a su adhesión a los protocolos establecidos que están diseñados para garantizar a todas las partes servicios de limpieza exhaustivos, rentables y rápidos. También tiene derecho a seleccionar su propio contratista de limpieza, pero el ciudad no garantiza el pago de los honorarios / gastos incurridos y se reserva el derecho de disputar los honorarios / gastos que se consideren no habituales y habituales.

Dependiendo de la extensión de la copia de seguridad, nuestro Collections Crew puede aconsejarle que considere reubicarse temporalmente mientras se limpia la sala de estar. En ese caso, si se determina que el ciudad es responsable de la copia de seguridad, puede presentar una reclamación de reembolso de alojamiento razonable por una noche. El alojamiento adicional y otros gastos pueden discutirse con el City Attorney.

Para discutir este asunto, comuníquese con el Field Utilities and Streets Supervisor al (707) 746-4297. Para presentar un reclamo por daños comuníquese con la City Attorney al (707) 746-4200.

Sinceramente,
The City of Benicia

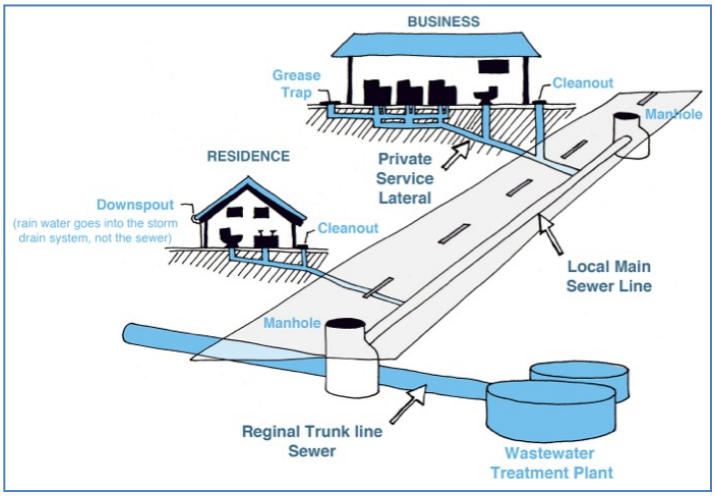
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How a Sewer System Works

A property owner's sewer pipes are called ***service laterals*** and are connected to larger local main and regional trunk lines. Service laterals run from the connection at the home to the connection with the public sewer. Depending on your location, a portion of the lateral is the responsibility of the property owner and must be maintained by the property owner.

How do sewage spills happen?

Sewage spills occur when the wastewater in underground pipes spills through a manhole, cleanout, or broken pipe. Most spills are relatively small and can be stopped and cleaned up quickly, but left unattended they can cause health hazards, damage to homes and businesses, and threaten the environment, local waterways, and beaches. Common causes of sewage spills include grease build-up, tree roots, broken/cracked pipes, missing or broken cleanout caps, undersized sewers, and groundwater/rainwater entering the sewer system through pipe defects and illegal connections.



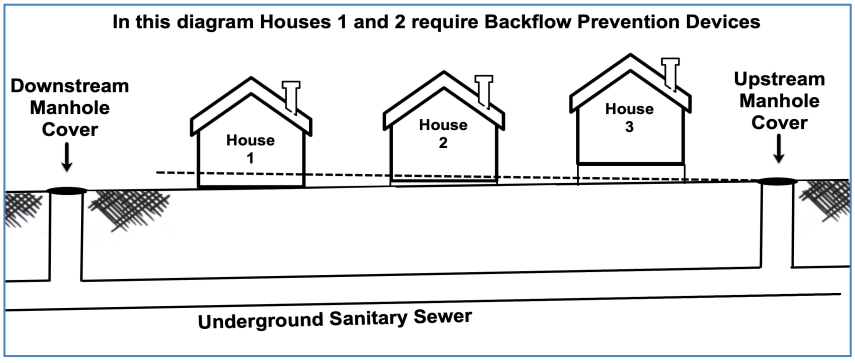
Prevent most sewage backups with a Backflow Prevention Device

This type of device can help prevent sewage backups into homes and businesses. If you don't already have a Backflow Prevention Device, contact a professional plumber or contractor to install one as soon as possible.

Is my home required to have a backflow prevention device?

Section 710.1 of the Uniform Plumbing Code (U.P.C.) states: *"Drainage piping serving fixtures which have flood level rims located below the elevation of the next upstream manhole cover or private sewer serving such drainage piping **shall** be protected from backflow of sewage by installing an approved type of backwater valve."* The intent of Section 710.1 is to protect the building interior from mainline sewer spills or surcharges.

Additionally, U.P.C. 710.6 states: *"Backwater valves **shall** be located where they will be accessible for inspection and repair at all times and, unless continuously exposed, shall be enclosed in a masonry pit fitted with an adequately sized removable cover."*



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Spill cleanup inside the home:

For large clean ups, a professional cleaning firm should be contacted to clean up impacted areas, If you hire a contractor, it is recommended to get estimates from more than one company. Sometimes, homeowner's insurance will pay for the necessary cleaning due to sewer backups. Not all policies have this coverage, so check with your agent.

If you decide to clean up a small spill inside your home, protect yourself from contamination by observing the following safety measures. Those persons whose resistance to infection is compromised should not attempt this type of clean up.

Other Tips:

Seek immediate attention if you become injured or ill during or after the cleanup process.

- Keep children and pets out of the affected area.
- Turn off heating/air conditioning systems
- Wear rubber boots, rubber gloves, and goggles during cleanup.
- Discard items that cannot be washed and disinfected (such as: mattresses, rugs, cosmetics, toys, etc.)
- Remove and discard drywall and insulation that has been contaminated with sewage or flood waters.
- Thoroughly clean all hard surfaces (such as flooring, concrete, molding, wood and metal furniture, countertops, appliances, sinks and other plumbing fixtures) with hot water and laundry or dish detergent.
- Help the drying process with fans, air conditioning units, and dehumidifiers.
- After completing cleanup, wash your hands with soap and water. Use water that has been boiled for 1 minute (allow the water to cool before washing your hands) OR use water that has been disinfected (solution of 1/8 teaspoon of household bleach per 1 gallon of water). Let it stand for 30 min. If water is cloudy, use ¼ teaspoon of household bleach per 1 gallon of water.
- Wash clothes worn during cleanup in hot water & detergent (wash apart from uncontaminated clothes).
- Wash clothes contaminated with sewage in hot water and detergent. Consider using a Laundromat until your onsite wastewater system has been professionally inspected and serviced.

Spill cleanup outside the home:

- Keep children and pets out of the affected area until cleanup has been completed.
- Wear rubber boots, rubber gloves, and goggles during cleanup of affected area.
- Clean up sewage solids (fecal material) and place in properly functioning toilet or double bag and place in garbage container.
- On hard surfaces areas such as asphalt or concrete, it is safe to use a 2% bleach solution, or ½ cup of bleach to 5 gallons of water, but don't allow it to reach a storm drain as the bleach can harm the environment.
- After cleanup, wash hands with soap and water. Use water that has been boiled for 1 minute (allow to cool before washing your hands) OR use water that has been disinfected (solution of 1/8 teaspoon of household bleach per 1 gallon of water). Let it stand for 30 min. If water is cloudy, use ¼ teaspoon of household bleach per 1 gallon of water.
- Wash clothes worn during cleanup in hot water and detergent (wash apart from uncontaminated clothes).
- Wash clothes contaminated with sewage in hot water and detergent. Consider using a laundromat until your onsite wastewater system has been professionally inspected and serviced.

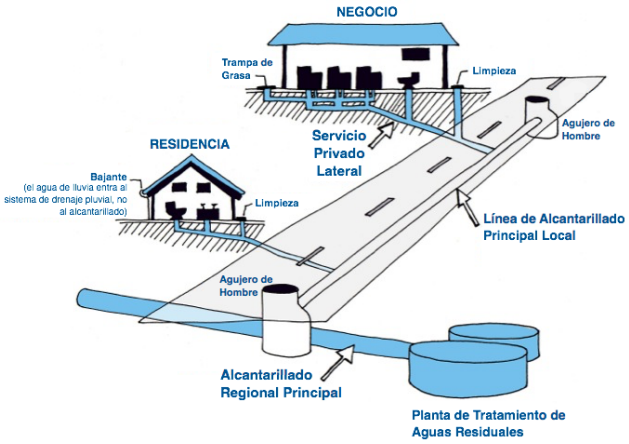
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Cómo funciona un sistema de alcantarillado

Las tuberías de alcantarillado de un propietario se denominan servicios laterales y están conectadas a líneas troncales principales y regionales locales más grandes. Los servicios laterales se ejecutan desde la conexión en el hogar hasta la conexión con el sistema de alcantarillado del Distrito. Estos laterales son responsabilidad del propietario y deben ser mantenidos por el propietario.

¿Cómo ocurren los derrames de aguas residuales?

Los derrames de aguas residuales ocurren cuando las aguas residuales en las tuberías subterráneas se desbordan a través de un pozo de acceso, limpieza o tubería rota. La mayoría de los derrames son relativamente pequeños y se pueden detener y limpiar rápidamente, pero si se los deja desatendidos, pueden causar riesgos para la salud, dañar viviendas y negocios y amenazar el medio ambiente, las vías fluviales locales y las playas. Las causas comunes de derrames de aguas residuales incluyen acumulación de grasa, raíces de árboles, tuberías rotas / agrietadas, tapas de limpieza faltantes o rotas, alcantarillas de tamaño insuficiente y aguas subterráneas / pluviales que ingresan al sistema de alcantarillado a través de defectos en las tuberías y conexiones ilegales.



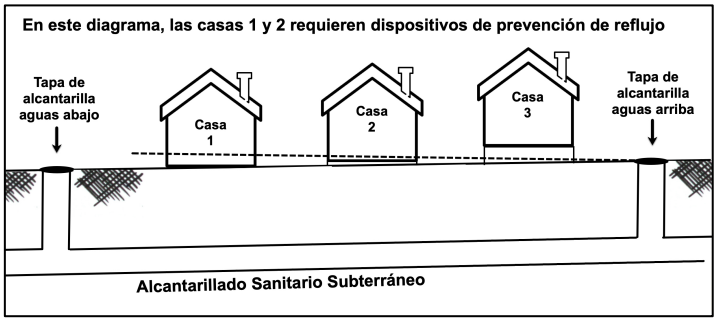
Prevenga la mayoría de las copias de seguridad de aguas residuales con un dispositivo de prevención de reflujo

Este tipo de dispositivo puede ayudar a prevenir las copias de seguridad de aguas residuales en hogares y empresas. Si aún no tiene un dispositivo de prevención de reflujo, comuníquese con un plomero o contratista profesional para instalar uno lo antes posible.

¿Se requiere que mi hogar tenga un dispositivo de prevención de reflujo?

La Sección 710.1 del Código Uniforme de Plomería (UPC) establece: “Los accesorios de tuberías de drenaje que tienen llantas de nivel de inundación ubicadas debajo de la elevación de la siguiente boca de alcantarilla corriente arriba o la alcantarilla privada que atiende dicha tubería de drenaje deben protegerse contra el reflujo de aguas residuales al instalar un tipo de válvula de evacuación ”. La intención de la Sección 710.1 es proteger el interior del edificio de los desagües o sobrecargas de alcantarillado de la línea principal.

Adicionalmente, U.P.C. 710.6 dice: Las válvulas de aguas residuales deben ubicarse donde puedan ser inspeccionadas y reparadas en todo momento y, a menos que estén continuamente expuestas, deben estar encerradas en un pozo de mampostería equipado con una cubierta removible del tamaño adecuado.



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Limpieza de derrames dentro de la casa:

Para grandes limpiezas, se debe contactar a una empresa de limpieza profesional para limpiar las áreas afectadas. Si contrata a un contratista, se recomienda obtener estimaciones de más de una compañía. A veces, el seguro del propietario de vivienda pagará la limpieza necesaria debido a las reservas de alcantarillado. No todas las pólizas tienen esta cobertura, así que consulte con su agente.

Si decide limpiar un pequeño derrame dentro de su casa, protéjase de la contaminación observando las siguientes medidas de seguridad. Aquellas personas cuya resistencia a la infección esté comprometida no deben intentar este tipo de limpieza.

Busque atención inmediata si se lesiona o se enferma durante o después del proceso de limpieza.

Otros consejos:

- Mantenga a los niños y mascotas fuera del área afectada.
- Apague los sistemas de calefacción / aire acondicionado
- Use botas de goma, guantes de goma y gafas durante la limpieza.
- Deseche los artículos que no se puedan lavar y desinfectar (como: colchones, alfombras, cosméticos, juguetes, etc.)
- Retire y deseche los paneles de yeso y el aislamiento contaminado con aguas residuales o aguas de inundación.
- Limpie a fondo todas las superficies duras (como pisos, concreto, molduras, muebles de madera y metal, mostradores, electrodomésticos, fregaderos y otros accesorios de plomería) con agua caliente y ropa o detergente para platos.
- Ayude al proceso de secado con ventiladores, unidades de aire acondicionado y deshumidificadores.
- Después de completar la limpieza, lávese las manos con agua y jabón. Use agua que haya sido hervida por 1 minuto (deje que el agua se enfríe antes de lavarse las manos) O use agua que haya sido desinfectada (solución de 1/8 cucharadita de lejía doméstica por 1 galón de agua). Dejar reposar durante 30 min. Si el agua está turbia, use ¼ cucharadita de lejía de uso doméstico por 1 galón de agua.
- Lave la ropa usada durante la limpieza con agua caliente y detergente (lave aparte de la ropa no contaminada).
- Lavar la ropa contaminada con aguas residuales en agua caliente y detergente. Considere usar una lavandería hasta que su sistema de aguas residuales en el sitio haya sido inspeccionado y reparado profesionalmente.

Limpieza de derrames fuera de la casa:

- Mantenga a los niños y las mascotas fuera del área afectada hasta que se haya completado la limpieza.
- Use botas de goma, guantes de goma y gafas protectoras durante la limpieza del área afectada.
- Limpie los sólidos de alcantarillado (material fecal) y colóquelos en un inodoro o bolsa doble que funcione correctamente y colóquelos en un contenedor de basura.
- En áreas de superficies duras como el asfalto o el concreto, es seguro usar una solución de lejía al 2%, o ½ taza de lejía a 5 galones de agua, pero no permita que llegue a un drenaje de tormenta ya que la lejía puede dañar la ambiente.
- Después de la limpieza, lávese las manos con agua y jabón. Use agua que haya sido hervida por 1 minuto (deje enfriar antes de lavarse las manos) O use agua que haya sido desinfectada (solución de 1/8 cucharadita de cloro por 1 galón de agua). Dejar reposar durante 30 min. Si el agua está turbia, use ¼ cucharadita de lejía de uso doméstico por 1 galón de agua.
- Lave la ropa usada durante la limpieza con agua caliente y detergente (lave aparte de la ropa no contaminada).
- Lavar la ropa contaminada con aguas residuales en agua caliente y detergente. Considere usar una lavandería hasta que su sistema de aguas residuales en el sitio haya sido inspeccionado y reparado profesionalmente.

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CLAIM AGAINST THE CITY OF BENICIA

Please return to the City Clerk, 250 East L Street, Benicia, CA 94510

Complete the following, adding additional sheets as necessary.

1. CLAIMANT'S NAME (Print): _____

2. CLAIMANT'S ADDRESS: _____
(Street or P.O. Box Number, City, State, Zip Code)

HOME PHONE: _____ WORK PHONE: _____

3. AMOUNT OF CLAIM: $ _____ (Attach copies of bills/estimates)

If amount claimed is more than $10,000, indicate where jurisdiction rests:
Limited Civil Case _____
Unlimited Civil Case _____

4. Address to which notices are to be sent, if different from lines 1 and 2 (Print):

_____
(Name)

_____
(Street or P.O. Box Number, City, State, Zip Code)

5. DATE OF INCIDENT: _____ TIME OF INCIDENT: _____

LOCATION OF INCIDENT: _____

6. Describe the incident or accident including your reason for believing that the City is liable for your damages:

7. Describe all damages which you believe you have incurred as a result of the incident:

8. Names of public employee(s) causing the damages you are claiming:

_____ _____
Signature of Claimant Date

Any person who, with intent to defraud, presents any false or fraudulent claim may be punished by imprisonment or fine or both.

Note: YOU must file a claim in compliance with Government Code Section 911.2.

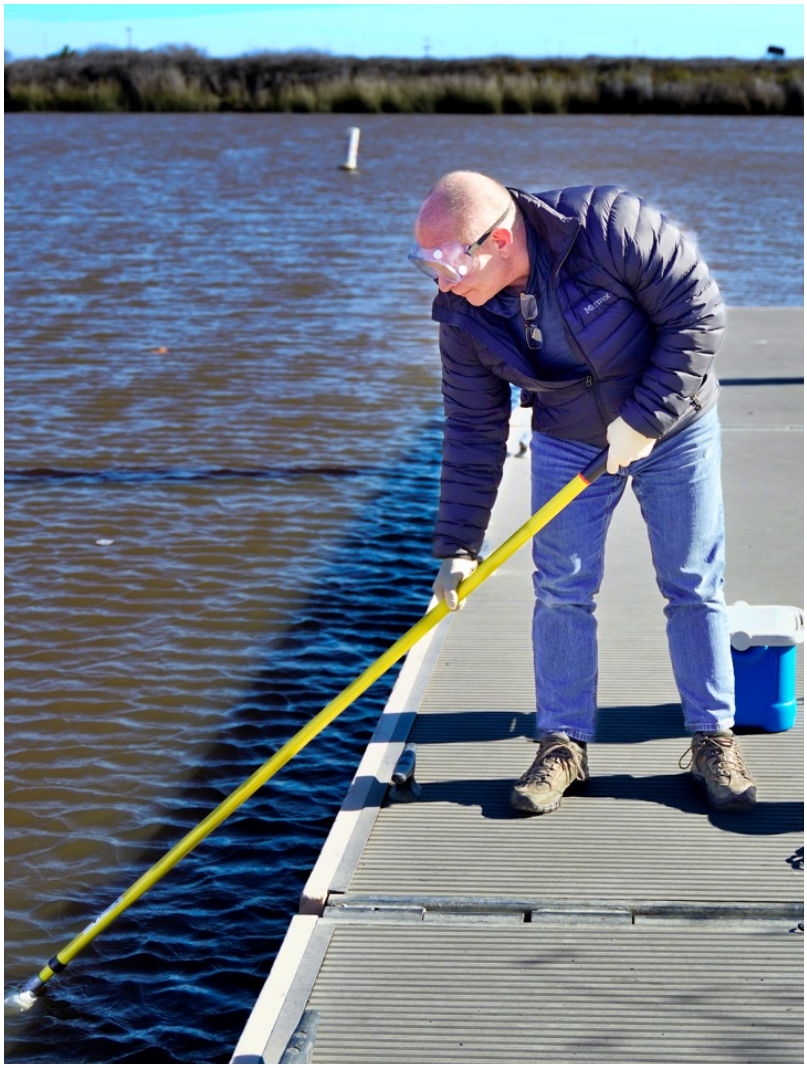
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INSERT TAB:
Tab G: SAMPLING SOP

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****City staff will follow this SOP or the city's current SSO Field Sampling SOP to accomplish all required sampling and analysis.**

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Quick-Reference Guide ..... -9
Surface Water Sampling Worksheet..... -10
Surface Water Sample Chain of Custody Record..... -11



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Process:	***Surface Water Sampling***
Personnel Required:	• 1
Personal Protective Equipment:	• Safety Glasses • Rubber Gloves
License Required:	• None required
Common Hazards:	• Drowning or submersion • Slip, trip, and fall • Exposure • Insect/Wildlife • Weather • Boat/Watercraft • Physical Strain or Injury
Safe Operation Guidelines:	• Wear proper PPE • Be aware of currents, depth, and unstable banks • Do not eat, drink or smoke while sampling • Avoid cross-contamination • Label all samples clearly

Lab Contact Information	Wastewater Treatment Plant Lab 614 East 5th St Benicia Ca 707-746-4336

****City staff will follow this SOP or the city's current SSO Field Sampling SOP to accomplish all required sampling and analysis.**

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Surface water sampling helps to ensure water quality by identifying areas of concern and potential failure mechanisms that may impact surface waters or stormwater infrastructure in the service area.



Minimize Impacts

Surface water sampling allows for the proper evaluation of potential contamination following a sanitary sewer spill.

Having a thorough understanding of the service area and its various challenges can help responders be better prepared to minimize the impacts of a spill on local surface waters and stormwater infrastructure.

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Before beginning the sampling process there are several important steps that must be taken to ensure that the samples collected are representative of the water quality in the area being monitored.

These steps include:

1. **Gathering the necessary equipment:**
    - The surface water sampling worksheet, chain of custody, sampling pole, sample containers, and PPE are essential tools that must be prepared and organized before sampling can begin.
2. **Donning appropriate personal protective equipment:**
    - To protect against exposure to potentially harmful contaminants and the sulfuric acid preservative in the Ammonia sample bottles, workers must wear gloves, eye protection, and other personal protective equipment, as needed.
3. **Determining the point of spill entry into the waterway:**
    - It's important to locate the point at which any spill entered the waterway in order to collect the required samples: point of entry into the surface water, downstream, and upstream.

The approximate stream velocity and time since the spill flow to the surface water stopped should be determined to calculate the appropriate distance to move downstream to collect:

1. **The downstream sample,**
2. **Move upstream to collect the spill entry point sample,**
3. **And move further upstream to collect the upstream or reference sample.**

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Personal Protective Equipment

Personal Protective Equipment (PPE) should be used when conducting surface water sampling. The PPE that is required includes:

- Gloves
- Eye Protection



Sampling Equipment

In addition to PPE, other sampling equipment is necessary:

- Sample Bottles & Containers
- Cooler with Ice, or Ice packs
- Sampling Pole, or
- Rope & Bucket

The use of PPE and proper sampling equipment is important for the safety of the sampler and for ensuring accurate and reliable sampling results.

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Test Type	Spill Area	Sample Locations		
		Downstream of Spill	Upstream of Spill	Drainage Conveyance System (as applicable)
Ammonia/ Nitrogen	1 pint with H2SO4	1 pint with H2SO4	1 pint with H2SO4	1 pint with H2SO4
Enterococcus	1 bacti bottle	1 bacti bottle	1 bacti bottle	1 bacti bottle
Fecal Coliforms	1 bacti bottle	1 bacti bottle	1 bacti bottle	1 bacti bottle
e. Coli	1 bacti bottle	1 bacti bottle	1 bacti bottle	1 bacti bottle

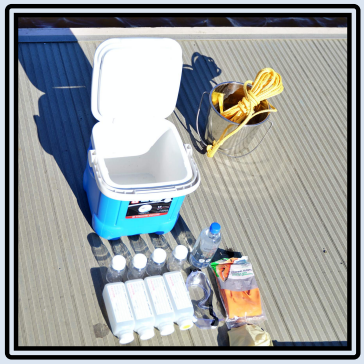
Water samples must be collected in different bottles for various tests and then transported in a cooler with ice packs.

For each of the three sampling sites (plus drainage conveyance system as applicable), one bottle is needed for ammonia/nitrogen testing, and one bacti bottle is required for each type of bacteria being tested.

Additionally, one field blank sample is required for each constituent. Field blank sample bottles are filled with sterilized water during sampling to serve as quality control on the sampler's sampling methods.

Since the sample bottles contain sterilized water, bacteria and ammonia should not be present in the water. If the lab analysis shows the presence of bacteria or ammonia, it indicates that the sampler's method may not have been correct, and the other bacti samples may have been contaminated.

Surface Water Sampling – Preparation



Step 1 of 4

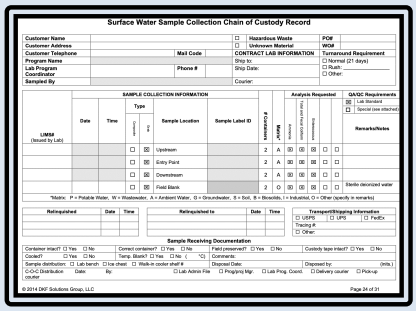
Prepare the cooler for sample storage by adding an instant ice pack, ice pack, or ice to keep the samples cold during transport to the lab.

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Step 2 of 4

Identify the point of the spill where the wastewater entered the waterway and take a photograph of this location with a reference point in the picture.


Surface Water Sample Collection Chain of Custody Record

Step 3 of 4

Begin completing the ***Surface Water Sampling Worksheet*** to record the relevant information about the sampling location and collected samples.



Step 4 of 4

To determine which direction is upstream and downstream for sample collection, you should observe the direction of water movement from the point of discharge.

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The purpose of this procedure is to provide a standard for collecting surface water samples to assess water quality, avoid contamination, and ensure that samples can be accurately labeled and transported to the lab for processing.

Notes:

Start by collecting downstream samples first.

In order to determine where the downstream sample is located in a stream, creek, or river, you will need to determine the velocity of the surface water. This can be accomplished through the use of a stream velocity meter or by measuring off a distance along the bank and timing how long it takes for a floating object to travel that distance.

Use the formula on the *Surface Water Sampling Worksheet* to calculate the stream velocity. Once known, determine the time that the spill **has not been** entering the surface water.

This, along with the stream velocity, will inform you how far downstream you need to travel to collect the downstream sample.

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Step 1 of 9

Don the appropriate PPE from your sampling kit. This should include latex or rubber gloves and safety glasses.



Step 2 of 9

Label all samples with their location (refer to table on G-8), your name, and the date and time they are collected. Record this information on the surface water sampling worksheet.



Step 3 of 9

Take photos of each sample location and ensure a reference point is visible in each photo. In the photo (left), the dock and sign serve as excellent reference points.

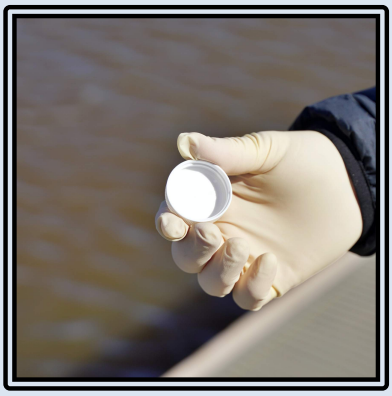
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Step 4 of 9

Remove the seal from the Ammonia sample container just prior to collecting your sample, as applicable.

To reduce the likelihood of contamination, remove the cap immediately before collecting each sample.



Step 5 of 9

To prevent sample contamination, do not allow the inside of the cap to touch anything while you are obtaining the sample.



Step 6 of 9

When filling the ammonia nitrogen sample bottle, don't overfill it because it contains sulfuric acid. Sweep the bottle or dipper upstream and out of the water without disturbing the bottom sediment. Remember to leave the sulfuric acid in the bottle and avoid skin contact.

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Step 7 of 9

Fill the Ammonia sample bottle to the fill line, and immediately replace the cap. If there is no clear fill line, fill it to the "neck" of the bottle.



Step 8 of 9

Open the Bacteria sample container and allow water to gently flow into the bottle just to the fill line.

Repeat the sampling process for all sample points, and **provide a "field blank"** sample using sterile water, which verifies the quality of the samples.



Step 9 of 9

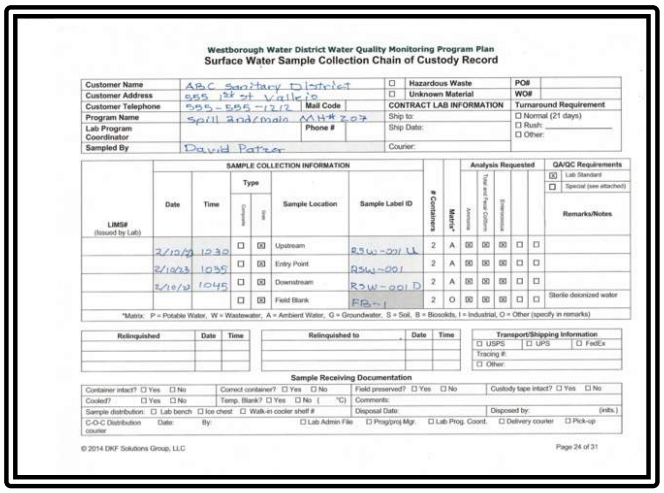
Place all samples in the cooler on the ice pack. To ensure accurate analysis, the Bacti samples must be transported to the lab within 6 hours of the time of collection.

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Step 1 of 4: Documentation

All samples must be labeled with their location, your name, and the date and time they were collected. Refer to the state requirements found on the last page of this document. Record this information on the chain of custody form and the surface water sampling worksheet.

Chain of Custody Record



Westborough Water District Water Quality Monitoring Program Plan
Surface Water Sample Collection Chain of Custody Record

Customer Name	ABC Sanitary District	☐ Hazardous Waste	PO#
Customer Address	555 12th Valley	☐ Unknown Material	WO#
Customer Telephone	555-555-1212	Mail Code	CONTRACT LAB INFORMATION
Program Name	Spill 2nd/main	Phone #	Turnaround Requirement
Lab Program Coordinator	MH#207	Ship to:	☐ Normal (21 days)
Sampled By	David Potter	Ship Date:	☐ Rush: ☐ Other:
		Courier:	

LIMS# (Issued by Lab)	Date	Time	Type: Grab	Type: Comp	Sample Location	Sample Label ID	# Containers	Matrix*	Analysis Requested	QA/QC Requirements	Remarks/Notes
	2/10/23	1230	☐	☒	Upstream	RSW-001U	2	A		☐ Lab Standard	
	2/10/23	1035	☐	☒	Entry Point	RSW-001	2	A		☐ Special (see attached)	
	2/10/23	1045	☐	☒	Downstream	RSW-001D	2	A			
			☐	☒	Field Blank	FB-1	2	O			Sterile deionized water

*Matrix: P = Potable Water, W = Wastewater, A = Ambient Water, G = Groundwater, S = Soil, B = Biosolids, I = Industrial, O = Other (specify in remarks)

Relinquished	Date	Time	Relinquished to	Date	Time

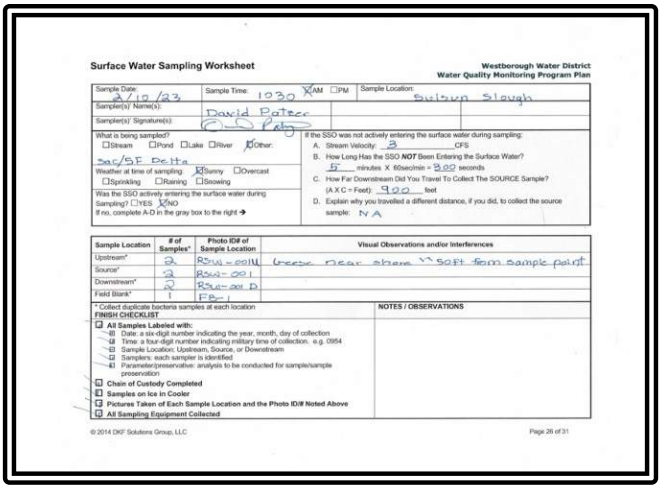
Transport/Shipping Information: ☐ USPS ☐ UPS ☐ FedEx; Tracing #: ; ☐ Other:

Sample Receiving Documentation

Container intact? ☐ Yes ☐ No	Correct container? ☐ Yes ☐ No	Field preserved? ☐ Yes ☐ No	Custody tape intact? ☐ Yes ☐ No	
Cooled? ☐ Yes ☐ No	Temp. Blank? ☐ Yes ☐ No (°C)	Comments:		
Sample distribution: ☐ Lab bench ☐ Ice chest ☐ Walk-in cooler shelf #		Disposal Date:	Disposed by:	(Initls.)
C-O-C Distribution courier	Date:	By:	☐ Lab Admin File ☐ Prog/proj Mgr. ☐ Lab Prog. Coord. ☐ Delivery courier ☐ Pick-up	

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Surface Water Sampling Worksheet



Surface Water Sampling Worksheet
Westborough Water District
Water Quality Monitoring Program Plan

Sample Date: 2/10/23	Sample Time: 1030 ☒AM ☐PM	Sample Location: Suisun Slough	
Sampler(s)' Name(s): David Potter			
Sampler(s)' Signature(s):			

What is being sampled? ☐Stream ☐Pond ☐Lake ☐River ☒Other: Sac/SF Delta

Weather at time of sampling: ☒Sunny ☐Overcast ☐Sprinkling ☐Raining ☐Snowing

Was the SSO actively entering the surface water during Sampling? ☐YES ☒NO
If no, complete A-D in the gray box to the right →

If the SSO was not actively entering the surface water during sampling:
A. Stream Velocity: 3 CFS
B. How Long Has the SSO **NOT** Been Entering the Surface Water? 5 minutes X 60sec/min = 300 seconds
C. How Far Downstream Did You Travel To Collect The SOURCE Sample? (A X C = Feet): 900 feet
D. Explain why you travelled a different distance, if you did, to collect the source sample: N/A

Sample Location	# of Samples*	Photo ID# of Sample Location	Visual Observations and/or Interferences
Upstream*	2	RSW-001U	Debris near shore ~5 Soft from sample point
Source*			
Downstream*	2	RSW-001D	
Field Blank*	1	FB-1	

* Collect duplicate bacteria samples at each location

FINISH CHECKLIST

NOTES / OBSERVATIONS

☑ All Samples Labeled with:
- ☒ Date: a six-digit number indicating the year, month, day of collection
- ☑ Time: a four-digit number indicating military time of collection. e.g. 0954
- ☒ Sample Location: Upstream, Source, or Downstream
- ☑ Samplers: each sampler is identified
- ☒ Parameter/preservative: analysis to be conducted for sample/sample preservation

☑ Chain of Custody Completed
☑ Samples on Ice in Cooler
☑ Pictures Taken of Each Sample Location and the Photo ID/# Noted Above
☑ All Sampling Equipment Collected

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Step 2 of 4: Contact the Lab

Inform the lab that the following samples require processing: ammonia-nitrogen, total/fecal coliform, e. Coli, and/or enterococcus. Provide any additional information the lab may require.

Step 3 of 4: Transport Samples

Place the samples in the cooler on the ice pack and transport them to the lab within 6 hours of collection time. Complete the chain of custody form and ensure all samples are properly secured during transport.

Step 4 of 4: Post Warning Signs

If directed by your supervisor or the county environmental health division, post warning signs in the affected area. Keep track of sign locations and remove warning signs and lift restrictions only when authorized to do so.

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The Enrollee shall collect receiving water samples at the following locations:

Sampling of Flow in Drainage Conveyance System (DCS) Prior to Discharge

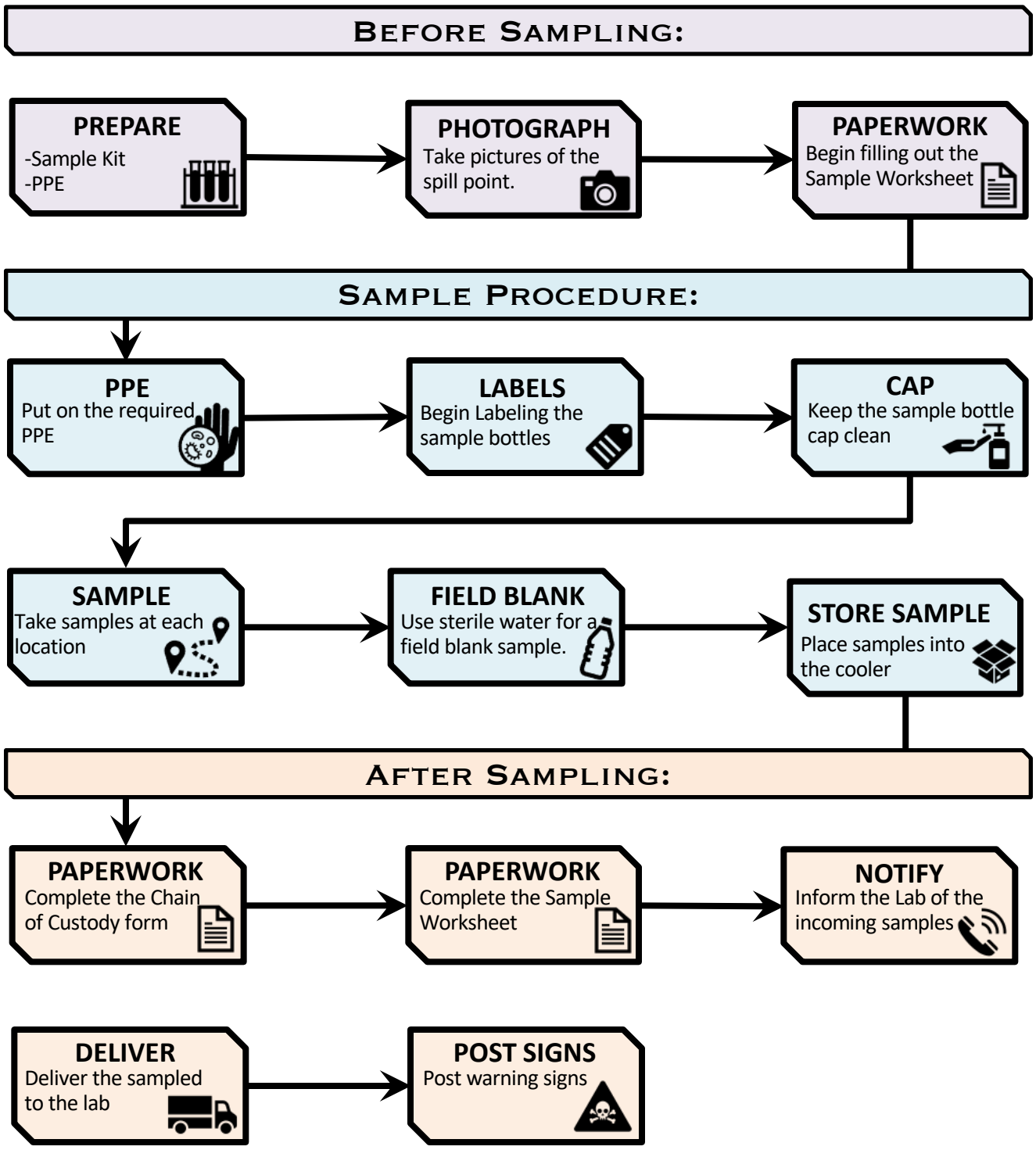
Sampling Location	Sampling Location Description
DCS-001	A point in a drainage conveyance system before the drainage conveyance system flow discharges into a receiving water.

Receiving Surface Water Sampling (RSW[1])

Sampling Location	Sampling Location Description
RSW-001 Point of Discharge	A point in the receiving water where sewage initially enters the receiving water.
RSW-001U Upstream of Point of Discharge	A point in the receiving water, upstream of the point of sewage discharge, to capture ambient conditions absent of sewage discharge impacts.
RSW-001D Downstream of Point of Discharge	A point in the receiving water, downstream of the point of sewage discharge, where the spill material is fully mixed with the receiving water.

[1]The Enrollee must use its best professional judgment to determine the upstream and downstream distances based on receiving water flow, accessibility to upstream/downstream waterbody banks, and size of visible sewage plume.

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Surface Water Sampling Worksheet

Sample Date:	Sample Time: ☐AM ☐PM	Sample Location:
Sampler(s)' Name(s):		
Sampler(s)' Signature(s):		

What is being sampled?

☐Stream ☐Pond ☐Lake ☐River ☐Other:

Weather at time of sampling:

☐Sunny ☐Overcast ☐Sprinkling ☐Raining

Was the spill actively entering the surface water during Sampling?

☐YES ☐NO If no, complete A-D in the gray box to the right.

If the spill was not actively entering the surface water during sampling:

A. Stream Velocity: _____CFS

B. How Long Has the spill ***NOT*** Been Entering the Surface Water?

_____ minutes X 60sec/min = _ seconds

C. How Far Downstream Did You Travel To Collect The SOURCE Sample?

(A X C = Feet): _____ feet

D. Explain why you travelled a different distance, if you did, to collect the source sample:

Sample Location	Sample Label	# of Samples*	Photo ID# of Sample Location	Visual Observations and/or Interferences
Drainage Conveyance	DCS-001	4		
Source*	RSW-001	4		
Upstream*	RSW-001U	4		
Downstream*	RSW-001D	4		
Field Blank*	Field Blank	4		

* Collect duplicate bacteria samples at each location

FINISH CHECKLIST	NOTES / OBSERVATIONS
☐ **All Samples Labeled with:** ☐ Date: a six-digit number indicating the year, month, day of collection ☐ Time: a four-digit number indicating military time of collection. e.g. 0954 ☐ Sample Location: Drainage Conveyance, Source, Upstream, or Downstream ☐ Samplers: each sampler is identified ☐ Parameter/preservative: analysis to be conducted for sample/sample preservation ☐ **Chain of Custody Completed** ☐ **Samples on Ice in Cooler** ☐ **Pictures Taken of Each Sample Location and the Photo ID/# Noted Above** ☐ **All Sampling Equipment Collected**	

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1885 N. KELLY ROAD NAPA, CA 94558 (707) 258-4000 FAX (707) 226-1001 www.caltestlab.com

CONTRACT LABORATORY CHAIN OF CUSTODY

PROJECT NAME / PROJECT NUMBER	P.O. #	LAB ORDER #
Sanitary Sewer Overflow:		

CLIENT:	REPORT TO:
City of Benicia - WWTP	Marc Bautista

MAILING ADDRESS:	CITY:	STATE:	ZIP
614 East 5th Street	Benicia	CA	94510

BILLING ADDRESS:	SAMPLERS (circle one):
Same	

PHONE #:	FAX PHONE:	SAMPLER (PRINT & SIGN NAME)
(707) 746-4781	(707) 745-1199	

ANALYSED REQUESTED

TURN-AROUND TIME

[X] STANDARD

[ ] RUSH

DUE DATE:

LAB #	DATE SAMPLED	TIME SAMPLED	SAMPLE MATRIX*	CONTAINER TYPE/ AMOUNT**	PRESERVATIVE	SAMPLE IDENTIFICATION / SITE	CLIENT LAB #	COMP. or GRAB	IDEXX Enterolert	Coliform, Total/Fecal SM9221 B/E	Coliform, Total/E.Coli; SM 9223 B	Ammonia (NH_3 as N) SM 4500							REMARKS
			AQ	100ml/1	$Na_2S_2O_3$			Grab	X										
			AQ	200ml/1	H_2SO_4			Grab											

RELINQUISHED BY	DATE/TIME	RECEIVED BY	RELINQUISHED BY	DATE/TIME	RECEIVED BY
	/			/	
	/			/	

FOR LAB USE ONLY

Samples: WC ____ MICRO ____ BIO ____ AA ____ SV ____ VOA ____ pH? Y/N TEMP: SEALED: Y/N INTACT: Y/N

BD: BIO ____ WC ____ AA ____

CC: AA ____ SV ____ VOA ____

SIL: HP ____ PT ____ QT ____ VOA ____

W/HNO_3 ____ H_2SO_4 ____ NaOH ____

PIL: HNO_3 ____ H_2SO_4 ____ NaOH ____ HCL ____

COMMENTS:

***MATRIX:** AQ = Aqueous Nondrinking Water, Digested Metals; FE = Low R.L.s, Aqueous Nondrinking Water, Digested Metals; DW = Drinking Water; SL = Soil Sludge, Solid ; FP = Free Product

****CONTAINER TYPES:** AL = Amber Liter; AHL = 500 ml Amber; PT = Pint (Plastic); QT = Quart (Plastic); HG = Half Gallon (Plastic); SJ = Soil Jar; B4 = 4oz. BACT; BT = Brass Tube; VOA = 40mL VOA; OTC - Other Type Container

R ____ PR ____ M ____ F ____

06/30/23

WHITE - LABORATORY YELLOW - CLIENT COPY TO ACCOMPANY FINAL REPORT PINK - CLIENT COPY AS RECEIPT

INSERT TAB:
Tab H: POST-SPILL

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SPILL LOCATION
Spill location name:
Address of spill:

NOTIFICATION AND COMMUNICATION PROCEDURES	
Were notification procedures adhered to?	☐ Yes ☐ No
Were notification procedures effective?	☐ Yes ☐ No
RESPONSE PROCEDURES	
Were response time goals met?	☐ Yes ☐ No
Were safety procedures adhered to?	☐ Yes ☐ No
Were safety procedures effective?	☐ Yes ☐ No
Were initial response procedures adhered to?	☐ Yes ☐ No
Were initial response procedures effective?	☐ Yes ☐ No
Were containment procedures adhered to?	☐ Yes ☐ No

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RESPONSE PROCEDURES (continued)	
Were containment procedures effective?	☐ Yes ☐ No
Were clean up and recovery procedures adhered to?	☐ Yes ☐ No
Were clean up and recovery procedures effective?	☐ Yes ☐ No
Were sewer back up procedures adhered to?	☐ Yes ☐ No
Were sewer back up procedures effective?	☐ Yes ☐ No
Were chain of custody procedures adhered to?	☐ Yes ☐ No
Was failure analysis investigation performed and documented?	☐ Yes ☐ No
REPORTING AND NOTIFICATION PROCEDURES	
Were reporting and notification timeline requirements met?	☐ Yes ☐ No

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DOCUMENTATION	
Was spill file created?	☐ Yes ☐ No
Was QA/QC performed to ensure field data matched CIWQS data?	☐ Yes ☐ No

RECOMMENDED CHANGES
☐ N/A

ATTENDEES	

FACILITATED BY	
	Date:

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OFFICE USE ONLY

Incident Report #		Prepared By	
Spill/Backup Information			
Cause			
Summary of Historical Spills/Backups/Service Calls/Other Problems			
Date	Cause	Date Last Cleaned	Crew
Records Reviewed By:		Record Review Date:	
Summary of CCTV Information			
CCTV Inspection Date		File Name/Number	
CCTV File Reviewed By		CCTV Review Date	
Observations			

Go to Page 2

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Recommendations					
✓	Type	Specific Actions	Who is Responsible?	Completion Deadline	Who Will Verify Completion?
	No Changes or Repairs Required	n/a	n/a	n/a	n/a
	Added sewer to preventive maintenance program				
	Adjusted schedule/method of preventive maintenance				
	Enforcement action against FOG source				
	Plan rehabilitation or replacement of sewer				
	Repaired facilities or replaced defect				
	Change(s) to Spill Response Procedures				
	Training				
	Misc.				
Comments/Notes:					
Reviewed By:				Review Date:	

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Appendix B

Operations and Maintenance Program – Documents and Forms

1. Maintenance Division Focus Program Activity Procedures No 3, 9, 13
2. Example Pump Station Inspection Forms and Logs
3. Flygt Pump Maintenance Procedures
4. SmartCover Infosheet
5. Plumber / Sewer Contractor Brochure

SEWER/STORM LINE REPLACEMENT/REPAIR	**CITY OF BENICIA** **Department of Public Works** **Maintenance Division** **Focus Program**

ACTIVITY NO. 3 **DATE:** 2/02, rev 6/25

DESCRIPTION & PURPOSE:

Repair sewer or storm drain main to restore normal flow or to eliminate sources of I/I and blockage.

SCHEDULING GUIDELINES:

When collapsing sewer or storm drain mains, severe dips, and Ill are detected by television inspection.

CREW SIZE	WORK METHOD
1 Maintenance Worker Ill 3 Field Utilities and Streets Journeyman/Apprentice (FUSJ/FUSA) *See Note	1. Call Underground Service Alert for location of utilities if situation does not require immediate attention. If situation does require immediate attention, call Underground Service Alert on emergency dig basis. 2. Place traffic control devices. Be sure equipment warning lights are on. 3. Excavate and expose damaged main. Repair or replace if necessary. 4. Compact excavation with 3/4" aggregate base 5. topped off with a minimum of 2" of cutback material. 6. Have work order made to hot patch excavation. 7. Clean up tools and equipment. Note: Soil conditions and/or 5' depth dictate the use of shoring.
EQUIPMENT	
Backhoe Vactor Dump Truck 3/4 Ton Utility Truck Compressor Jackhammer Tamper Traffic Control Devices	

MATERIAL	AVERAGE DAILY PRODUCTION
3/4 AB Cutback, Pipe Couplings Proper Personal Safety Equip.	One location per day 0.031 units per person per hour

NOTES:

* Crew size may increase depending on traffic control and field conditions. Complete pertinent paperwork.

* Equipment failure rent from Hertz Big 4: 747-4444

CLEANING SEWER MAINS & STORM DRAINS	**CITY OF BENICIA** **Department of Public Works** **Maintenance Division** **Focus Program**
ACTIVITY NO. 9	**DATE: 2/02, rev 6/25**

DESCRIPTION & PURPOSE:

Clean and flush sewer mains to maintain normal flow by removing obstruction, grit, grease, and build-up of other materials using flushing equipment. Regular, routine cleaning of inlets, outlets, catch basins, flapgates, culverts, drainage pipes to remove accumulated debris and ensure satisfactory drainage. Remove weeds and debris from channel and outfalls to eliminate stagnant water and to maintain proper flow. Clean storm drain pipes, culverts and sidewalk culverts to maintain normal flow of water.

SCHEDULING GUIDELINES:

Coordinate work with the Collection System preventive maintenance program. Consolidate work to minimize deadheading and partial days of work. All drainage structures should be cleaned and inspected once a year. Begin the inspection in early September and coordinate this work with other preparations for winter rainy season. Varies as to time of year.

CREW SIZE	**WORK METHOD**
2 Field Utilities and Streets Journeyman/ Apprentice (2 man crew may consist of MWIIIs, FUSJs, FUSAs) Varies as to work	1. Place traffic control devices. Be sure equipment warning lights are on 2. Flush upstream from downstream manhole using appropriate pressure. 3. Wash down manhole before proceeding to next assignment. 4. Vactor manhole during cleaning as required. 5. Clean Vactor debris body at WWTP. 6. Clean culverts and pipes to remove debris. 7. Clean minor storm drain channels and outfalls of debris. 8. Load debris into dump truck. 9. Locate truck near structure and out of traffic if possible. 10. Remove grate. 11. Clean in and around drainage structure. Remove debris, load into truck. 12. Inspect structure to determine if additional cleaning or repair is needed. 13. Dispose of spoils/debris.
EQUIPMENT	
3/4 Ton Utility Truck 1 Vactor (Hydroflusher) 1 Backhoe 1 Dump Truck Handrod Clam Shells	
MATERIAL	**AVERAGE DAILY PRODUCTION**
Water Proper Personal Safety Equipment	6,000 lineal feet per day 375 lineal feet per person-hour

NOTES: Crew varies from area being flushed and traffic. One person may be used for traffic control. Complete pertinent paperwork. The use of backhoe & dump truck may be needed on some culvert cleanings & addition of MW Foreman or MW II (Equip. Operator).

MISC. SEWER MAINTENANCE PROGRAM	**CITY OF BENICIA** **Department of Public Works** **Maintenance Division** **Focus Program**
ACTIVITY NO. 13	**DATE: 2/02, rev 6/25**

DESCRIPTION & PURPOSE:

All other sewer main and lateral maintenance activities.

SCHEDULING GUIDELINES:

Consolidate work to minimize deadheading and partial days of work.

CREW SIZE	**WORK METHOD**
Varies as to work.	1. Notifying public of sewer maintenance programs. 2. Survey/inspection of sewer maintenance programs and activities. 3. Providing assistance to Project Engineering for sewer CIPs. 4. Response to sewer complaints. Be sure to use most effective and efficient resources and methods to complete work satisfactorily.
EQUIPMENT	
Varies as to work.	
MATERIAL	**AVERAGE DAILY PRODUCTION**
Varies as to work. Proper Personal Safety Equipment	Quantity of work is measured by person-house used

NOTES:

Describe the type of work competed on the work order.

Complete pertinent paperwork.

*Rent Equipment as needed Hertz Big 4: 747-4444

Annual Lift Station Inspection Sheet

Lift Station Name East B. Str. **Technician** Ian / Kyle **Date** 8-26-24

Pump #1

Model # 3102.090-0995	Serial # 3102.090 065006
Hp 5 hp	Volts 230 v
AMPS 14	RPM 1745
IMP. Curve 462	Lubric oil
Disch. Size 4"	Ser. Fac. .81

Pump #2

Model # 3102.090-6102	Serial # 3102.090-196004
Hp 5hp.	Volts 230 v
AMPS 13	RPM 1715
IMP. Curve 435	Lubric oil
Disch. Size 4"	Ser. Fac. .84

Visual Observation and Trouble Shooting #1

Amps L-1 10.0	Amps L-2 10.1	Amps L-3 10.2	
MegaOhms Leg 1/2 ∞ Leg-G 550	MegaOhms Leg 1/3 ∞ Leg-G 550	MegaOhms Leg 2/3 ∞ Leg-G 550	

Visual Observation and Trouble Shooting #2

Amps L-1 12.2	Amps L-2 12.1	Amps L-3 12.1	
MegaOhms Leg 1/2 ∞ Leg-G 19.1	MegaOhms Leg 1/3 ∞ Leg-G 19.2	MegaOhms Leg 2/3 ∞ Leg-G 19.1	

Good or Poor

Wear Ring gap .20	Volute - condition OK
Oil - condition clear, clean OK	Discharge pipe - condition OK
IMP. condition OK	
Wet-well – condition I/I? OK	

Good or Poor

Wear Ring gap 1.05	Volute - condition ok
Oil - condition ok (clear, clean)	Discharge pipe - condition ok
IMP. condition ok	
Wet-well – condition I/I? ok	

*** Note: When annual is done semiannual needs to be done as well.**

Date pulled; _____ Assessment Date; _____ Reinstalled Date; _____

What was found and what Corrective Action was taken and Parts Used;

_____

_____

_____

_____

Comments: _____

_____

_____

_____

Lift Station Alarm Check Sequence

- Change pump overrun time to 1 Minute.
- Turn pump H-O-A switches to off position and let the wetwell fill to “High-High” float.
- Record “High-High” float level.
- Turn both H-O-A switches on.
- Let P-1 and P-2 pump down to the “Low-Low” float (during the pump down you will also trigger the “pump overrun” alarm for each pump)
- Record “Low-Low” float level and turn H-O-A switches to off position.
- Restore overrun time to original station setting.
- For low flow stations change pump on/off levels to closer parameters (i.e. on 2.15 ft. /off 2.00 ft.)
- Manually trip the overloads for P-1 and P-2 (this will cause “overload” alarm for each pump).
- Turn H-O-A switches to auto position to have P-1 and P-2 send a “fail to start” alarm as lead and lag pump are called for.
- Restore on/off levels to original station settings.
- Pull the 110 V power relay to cause “110 V power fail”.
- Pull the 3-Phase relay to cause “station power fail”.
- Cut power to the wireless modem.
- Exercise discharge isolation valves and check valves.
- Check with plant operations staff to verify all alarms.
- Restore power to wireless modem and confirm communication.

Lift Station Semi-Annual Maintenance

Lift Station Name: B St Initials: JJ, KP Date: 1/29/24

*Test All Lift Station Alarms

ALARM	ALARM WORKS? YES	NO	N/A
Comm. Fail	✓		
Power Fail	✓		
110V Power Fail	✓		
Wetwell High Level	✓		
Wetwell Low Level	✓		
Pump #1 Overrun	✓		
Pump #2 Overrun	✓		
Pump #1 Fail To Start	✓		
Pump #2 Fail To Start	✓		
Pump #1 Overload	✓		
Pump #2 Overload	✓		

*Exercise Pump Isolation Valves [✓]

*Test Operation of Check Valves [✓]

*Check Lift Station Grounds. Maintain As Necessary** [✓]

*Check Lift Station Control Panel. Maintain As Necessary *** [✓]

**: Building, Lighting, Fence, Weeds, Pruning, Washdown, Locks, etc.

***: Tighten Wires, Check UPS, Check Comm. Box, Check For Dust/Cobwebs, etc.

NOTES: N/A

LIFT STATION LOG

Station # Address 200 EAST B ST Name B STREET

DATE	INTL'S	PUMP HRS 1	PUMP HRS 2	EXERCISE 1	EXERCISE 2	INSPECT Panel	INSPECT Wet Well	INSPECT Dry Well	COMMENTS
8/26/24	PB	20.6	96.4	✓	✓	✓	✓		
9-3-24	JP	21.7	97.3	✓	✓	✓	✓		
9.9.24	PB	22.6	97.9	✓	✓	✓	✓		
9/16/24	~	23.6	98.7	✓	✓	✓	✓		
9/23/24	PB	24.5	99.4	✓	✓	✓	✓		
9/30/24	JP	25.5	0.2	✓	✓	✓	✓		
10/7/24	PB	26.5	0.9	✓	✓	✓	✓		
10-14-24	JP	27.5	1.6	✓	✓	✓	✓		
10/21/24	~	29.0	2.7	✓	✓	✓	✓		
10-28-24	JP	29.6	3.1	✓	✓	✓	✓		
11/4	JL	30.6	3.8	✓	✓	✓	✓		
11/12	~	31.8	4.7	✓	✓	✓	✓		
11/18/24	PB	32.7	5.3	✓	✓	✓	✓		
11/25/24	~	33.9	6.1	✓	✓	✓	✓		
12/2	JL	34.9	6.8	✓	✓	✓	✓		
12/9/24	~	35.9	7.6	✓	✓	✓	✓		HEAVY GREASE
12/16/24	PB	37.1	8.4	✓	✓	✓	✓		GREASE
1/6/25	~	40.6	10.9	✓	✓	✓	✓		
1/13/25	PB	41.8	11.7	✓	✓	✓	✓		
1.21.25	JP	42.9	12.5	✓	✓	✓	✓		
1/27	JL	43.7	13.1	✓	✓	✓	✓		
2/3/25	~	44.8	13.8	✓	✓	✓	✓		
2/10/25	PB	46.4	14.9	✓	✓	✓	✓		
2/18/25	JP	48.3	16.2	✓	✓	✓	✓		
2/24	JL	49.2	16.9	✓	✓	✓	✓		
3/3/25	~	50.3	17.7	✓	✓	✓	✓		
3/10/25	PB	51.4	18.4	✓	✓	✓	✓		GREASE
3/17/25	JP	52.5	19.2	✓	✓	✓	✓		
3/24	JL	53.6	19.9	✓	✓	✓	✓		
3/31/25	~	54.7	20.7	✓	✓	✓	✓		
4/7/25	PB	55.9	21.5	✓	✓	✓	✓		
4/14/25	JP	56.9	22.4	✓	✓	✓	✓		
4/21	JL	58.0	23.3	✓	✓	✓	✓		
4/28/25	~	59.0	24.1	✓	✓	✓	✓		

STATION WET WELL CLEANING LOG

LOCATION East B st.

DATE	Floats	Transducer	Transducer Tube		Top Mat	Walls	Rails & Plumbing	Secondary Wet Well	Pumps	Bottom			INITIALS
3.28.18	✓	✓	✓		✓	✓	✓	N/A	✓	✓			MV
8.8.18	✓	✓	✓		✓	✓	✓	N/A	✓	✓			MV
12/5/18	✓	✓	✓		✓	✓	✓	N/A	✓	✓			JJ
4.3.19	✓	✓	✓		✓	✓	✓	N/A	✓	✓			TS
8.7.19	✓	✓	✓		✓	✓	✓	N/A	—	—			T.S. Truck Fail
12.4.19	✓	✓	✓		✓	✓	✓	N/A	✓	✓			TS
8.5.20	✓	✓	✓		✓	✓	✓	N/A	✓	✓			TS
9.29.20	✓	✓	✓		✓	✓	✓	N/A	✓	✓			TS
12.2.20	✓	✓	✓		✓	✓	✓	N/A	✓	✓			TS
4-7-21	✓	✓	✓		✓	✓	✓	N/A	✓	✓			IW
8-5-21	✓	✓	✓		✓	✓	✓	NA	✓	✓			IW.
12-1-21	✓	✓	✓		✓	✓	✓	NA	✓	✓			IW
4-6-22	✓	✓	✓		✓	✓	✓	N/A	✓	✓			IW
8-3-22	✓	✓	✓		✓	✓	✓	N/A	✓	✓			IW
12.19.22	✓	✓	✓		✓	✓	✓	N/A	✓	✓			TS
4-18-23	✓	✓	✓		✓	✓	✓	N/A	✓	✓			IW
8-10-23	✓	✓	✓		✓	✓	✓	N/A	✓	✓			IW/KP
10-31-23	✓	✓	✓		✓	✓	✓	N/A	✓	✓			KP
12-7-23	✓	✓	✓		✓	✓	✓	N/A	✓	✓			KP
4-3-24	✓	✓	✓		✓	✓	✓	N/A	✓	✓			IW
8-28-24	✓	✓	✓		✓	✓	✓	NA	✓	✓			KP
12-4-24	✓	✓	✓		✓	✓	✓	N/A	✓	✓			KP
4-2-25	✓	✓	✓		✓	✓	✓	N/A	✓	✓			KP

CARE AND MAINTENANCE



Before starting work on the pump, make sure that the pump is isolated from the power supply and cannot be energized.

This applies to the control circuit as well.



NOTE for Ex version page 3.



Make sure that the pump cannot roll or fall over and injure people or damage property.

The following points are important in connection with work on the pump:

— Make sure that the pump has been thoroughly cleaned.

— Beware of the risk of infection.

— Follow local safety regulations.

The pump is designed for use in liquids which can be hazardous to health. In order to prevent injury to the eyes and skin, observe the following points when working on the pump:

— Always wear goggles and rubber gloves.

— Rinse the pump thoroughly with clean water before starting work.

— Rinse the components in water after dismantling.

— The oil housing may be under pressure. Hold a rag over the oil screw (oil plug) to prevent splatter.

Proceed as follows if hazardous chemicals have splashed into your eyes:

— Rinse your eyes immediately in running water for 15 minutes. Hold your eyelids apart with your fingers.

— Contact an eye specialist.

On your skin:

— Remove contaminated clothes.

— Wash your skin with soap and water.

— Seek medical attention, if required.

Inspection

Regular inspection and preventive maintenance ensure more reliable operation.

The pump should be inspected at least once a year, but more frequently under severe operating conditions.

Under normal operating conditions, the pump should have a major overhaul in a service shop at least every third year for permanent installation and every year for portable pumps. This requires special tools and should be done by an authorized service shop.

If the seals have been replaced an inspection of the oil is recommended after one week of operation.

NOTE! Regular check of the condition of the lifting handle and chain is important.

Inspection of hot water applications

Pumps in hot water applications shall undergo inspection or overhaul at a service shop as follows, depending on the time they have been submerged in the hot water:

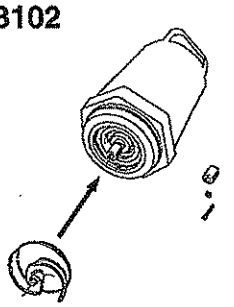
Temp.	Mode of operation	Inspection	Shop overhaul
≤70°C (160°F)	Continuous	1000 hours	4000 hours
≤70°C (160°F)	Intermittent	twice a year	once a year

CARE AND MAINTENANCE

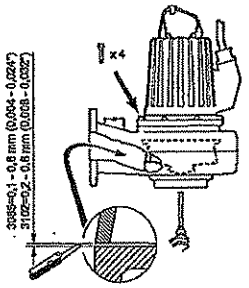
N-type impeller - replacing and setting clearance

Warning! The impellers may have very sharp edges.
Use protective gloves.

N3085/3102

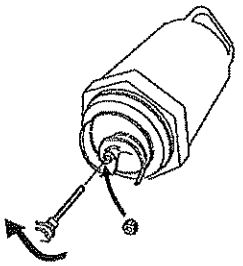


1.



2.

Not valid for 3102 SH-version



3.

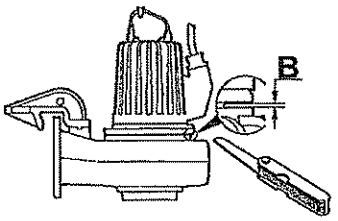
NP/NS/NL3127



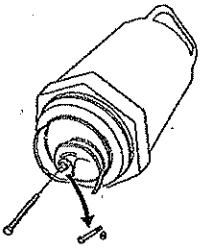
(3x) 0,3 mm (0,012") 298 62 00
(1x) 1,5 mm (0,060") 298 62 01
(2x) 0,5 mm (0,020") 298 62 02

A = *3x0,3 + 1x1,5 + 2x0,5=2,9 mm*

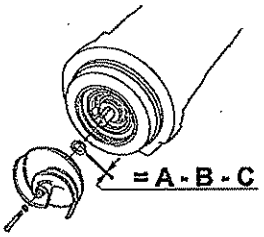
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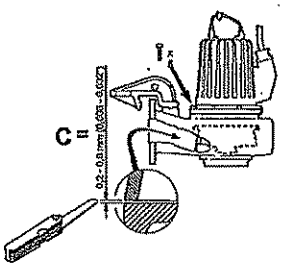
2.



3.

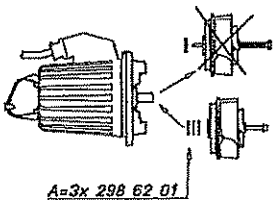


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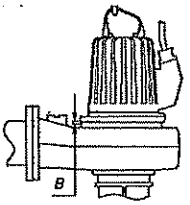


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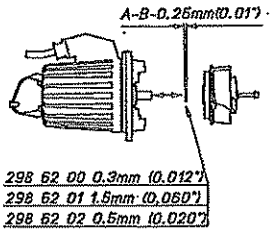
NT/NZ 3127



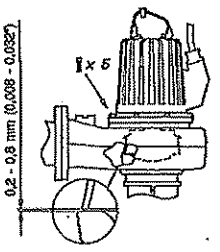
1.



2.



3.



4.

OIL CHANGE

The oil housing may be under pressure. Hold a rag over the oil plug to prevent splatter.

1. Lay the pump on its side on a bench or over two supports. Unscrew the oil housing screw (oil plug) marked "oil out". Emptying the oil must be done through the "oil out" hole.

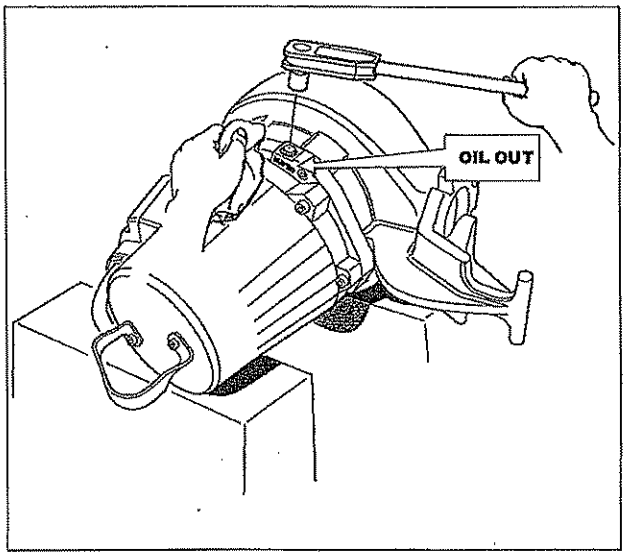
2. Turn the pump. Unscrew the "oil in" oil hole screw/ plug. In order to drain out all oil, the pump must be raised upright for a short while during drainage.

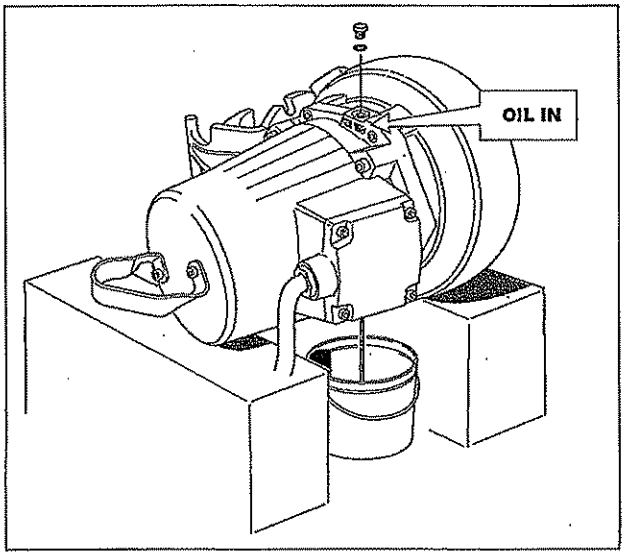
3. Replace the O-rings under the oil housing screws (plugs) with new ones.

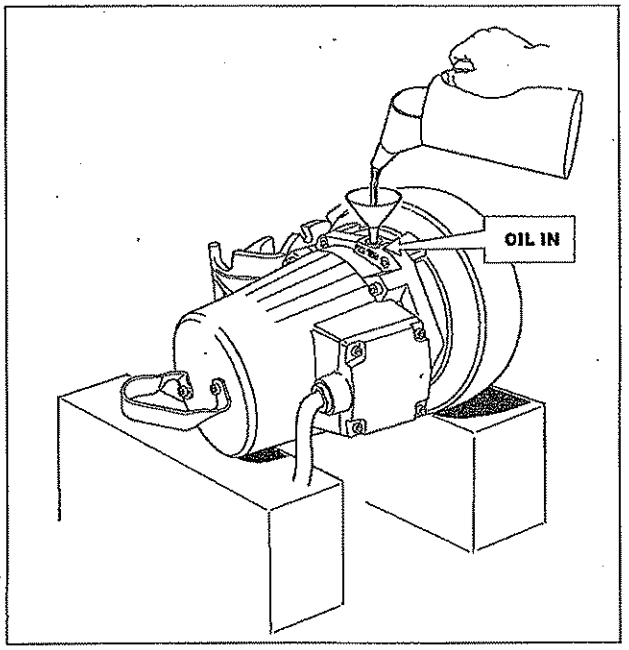
4. Install the "oil out" screw/plug and fill with oil through the other hole. It is important that the oil be added through the hole marked "oil in" since the oil housing must contain some air for pressure equalization. The pump should be tilted slightly and put down again horizontally in order to get the full amount of oil in.

   A paraffin oil with viscosity close to ISO VG32 is recommended (e.g. Mobil Whiterex 309). The pump is delivered from factory with this type of oil.

Approx. oil quantity		
	l	US quarts
3085	1.0	1.1
3085.280/290	0.8	0.8
3102	1.0	1.1
3127	2.0	2.1







SMARTCOVER®
WE'VE GOT IT COVERED™

SmartLevel™
Sewer Level Monitoring

SmartLevel™ is the used for measuring and reporting sewer levels. SmartLevel provides collection systems with unmanned operations monitoring real time sewer levels 24/7/365. Any subtle nuances in level data are analyzed and when irregularities or anomalies are detected, the system sends notifications for situational assessment. Combined with the SmartTrend analysis tool, the system is able to indicate when and where there may be a potential pipe blockage due to debris, fats, roots. oil or grease causing levels to rise.



Our Subsonic® sensor measures from the bottom of the invert to the manhole cover using both ultrasonic and pressure readings, ensuring level is measured even if the sensor is submerged

Where it Works

SmartLevel is highly versatile for use within different environments:

- Wastewater collection system
- Raw water conveyance system
- Stormwater system
- Any open water channel
- High frequency cleaning locations
- Siphons and easements
- Older high risk pipes
- Flooding
- Lift station back up
- Environmental or politically sensitive areas

Featuring

- Hardware components engineered to function in wet, humid, corrosive conditions
- Flexible patented sensor designs and deployment
- NO CONFINED SPACE ENTRY* installation or service
- Reduces traffic management resources
- Secure, online dashboard with easy-to-read, visual reports
- Compact, long lasting battery
- Two-way communications permits remote settings management
- Fusion with rain, river and tide data
- Done-for-you analytics
- Works when there is no power
- Satellite coverage works with sites difficult to access and withstands cellular outages
- Variable timing options for data scan and notifications
- Built in tilt switch for real time entry detection
- Encrypted secure servers with redundancy
- Mobile app for iOS and Android
- API available
- Configurations for open channels, canals, holding tanks, lift stations, outfalls, reservoirs, and utility vaults

*as defined by OSHA 29 CFR 1910.146b



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Plumbers & Sewer Contractors: Your Actions Can Prevent Sanitary Sewer Overflows!

What are Sanitary Sewer Overflows (SSOs)?

SSOs discharge untreated or partially treated human and industrial waste, debris and disease-causing organisms from the sanitary sewer onto the ground and into homes and potentially into waterways.

What are the impacts of SSOs?

SSOs may result in property damage, environmental damage and/or potential liability to you or your company. Allowing sewage to discharge to a gutter, storm drain or waterway may subject you to penalties and/or out-of-pocket costs to reimburse cities or public agencies for clean-up efforts and regulatory penalties.

How can you prevent SSOs?

and avoid associated penalties & fines

***When clearing plugged sewer laterals*:**

- ☑ Remove root balls, grease blockages and any other debris; don't push debris from the lateral to the sewer main.
- ☑ If you can't prevent a root ball from entering the sewer main when working in our service area, **please call Benicia Public Works Maintenance** at **(707) 746-4296**, so we can provide you with guidance (free of charge) on how to proceed.
- ☑ Use plenty of water to flush lines.
- ☑ Don't open manholes. Hazardous sewer gases that exist in manholes are undetectable and can be deadly. Call us to open manholes for you and please note that discharge into a publicly-owned manhole requires a permit. For more information, contact our Maintenance Division at (707) 746-4296.

***When constructing sewer laterals*:**

- ☑ Check your work area. Gravel, backfill material and test plugs can become lodged in the sewer line and cause blockages. Make sure no debris is left in the sewer line before you backfill.
- ☑ Avoid offset joints – offset joints make sewer lines vulnerable to root intrusion & grease accumulation, cause debris hang-ups and make lines harder to clean. Properly bed your joints and don't hammer tap.
- ☑ Contact **Benicia's Permit Counter** for the engineering standard at **(707) 746-4240.**





Who Do I Call to Avoid SSO?

Help us help you…

If you require our free assistance to help clear root balls, grease blockages and other debris from a main sewer line to prevent SSO or to open a manhole in our service area, please call:

Benicia Public Works
(707) 746-4240

THE CITY OF BENICIA CALIFORNIA

Bay Area Clean Water Agencies
A Joint Powers Public Agency

BAPPG

Appendix C

City of Benicia Design Standards

CITY OF BENICIA

PUBLIC WORKS DEPARTMENT

ENGINEERING DESIGN STANDARDS

AND STANDARD PLANS

Sections 1, 2, 5

December 1992

F:\Pubworks\EngStand.D92

CITY OF BENICIA

ENGINEERING DESIGN STANDARDS

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Revised: April, 1992

CITY OF BENICIA
ENGINEERING DESIGN STANDARDS

SECTION 1

GENERAL

1.01 PURPOSE:

The purpose of these standards is to provide certain minimum standards for the design, construction, repair, and alteration of public works facilities and all appurtenances thereto, within the City limits.

1.01 DEFINITIONS:

A. CITY shall mean the City of Benicia, California.

B. CITY ENGINEER shall mean the City Engineer of the City of Benicia, California.

C. CONSULTING ENGINEER shall mean any person or persons, firm, partnership, or corporation legally authorized to practice civil engineering within the State of California who prepares and submits for approval improvement plans and specifications to the Department of Public Works of the City of Benicia.

D. DESIGN shall mean alignment, grade, size and other details of construction for the sanitary sewer, water, and storm drainage systems, roadway and other miscellaneous improvements as required by the City Engineer.

E. DEVELOPER shall mean any person, firm, corporation, partnership, or association engaged in the development of real property, in part or in whole, by the construction of improvements thereon.

F. EASEMENT shall mean an easement dedicated to the City, or public utility which shall be continuing and irrevocable unless formally abandoned.

G. ENCROACHMENT PERMIT shall mean the permit issued by the Public Works Department to all persons firms, corporations, partnerships, or associations proposing to construct improvements or do any work within the public right-of-way.

H. IMPROVEMENTS refer to street work, sidewalks, curbs, gutters, driveways, water mains, sanitary sewers, storm drainage, public utilities, landscaping, and fences to be installed by the developer on land to be used for a public right-of-way.

I. SOILS REPORT shall mean a report as prepared by any person or person, firm, partnership, or corporation legally licensed to prepare soils reports in the State of California.

J. STANDARD PLANS AND SPECIFICATIONS shall mean the standard plans and specifications of the City of Benicia.

K. SUBDIVISION ORDINANCE shall mean Title 16 of the Benicia Municipal Code.

L. ZONING ORDINANCE shall mean Title 17 of the Benicia Municipal Code.

SECTION 2

IMPROVEMENT PLANS

2.01 GENERAL

Complete plans and specifications for all proposed improvements, including any necessary easements, rights-of-entry, and/or dedications shall be submitted to the Public Works Department for review and must receive the required approvals prior to the start of construction. All plans shall be prepared by or under the direct supervision of a registered civil engineer in accordance with the provisions of Chapter 7 - Division 3 of the Business and Professions Code, the "Civil Engineer's Act".

2.02 FORMAT

Improvement plans and specifications shall be prepared in accordance with the following requirements:

A. **Dimensions**: Improvement plans shall be clearly and legibly drawn on sheets 24 by 36 inches in size with a 1 1/2 inch clear margin on the left edge and a minimum 1/2 inch margin on all other edges.

B. **Scale**: Horizontal scale shall be 1 inch equal to 40 feet; vertical scale shall be 1 inch equal to 4 feet; or as approved by the City Engineer prior to submittal.

C. **Content**:

1. Title Sheet.
   a. Plan view showing the entire street right-of-way layout at a scale of 1 inch equal to 100 feet, the proposed water and sewer mains, the storm drainage system, lot numbers and other miscellaneous improvements to be installed.
   b. Index of sheets.
   c. Complete legend.
   d. Typical street sections(s).
   e. Vicinity map.
   f. Assesors Parcel Number and street address.
   g. Title block located in the lower right-hand corner or the right edge of the sheet.
   h. Full description of temporary and permanent benchmarks.
   i. General and special notes relating to the construction.

j. Signature blocks for the Design Engineer, the City Engineer and the Fire Chief.

k. For grading plans, include additional signature blocks for Soils Engineer and Planning Director.

l. For landscape/irrigation plans, include additional signature blocks for Planning Director and Director of Parks/Community Services.

m. State of California registration seal, registration expiration date and signature of the design engineer on all sheets.

2. Street Plan and Profile Sheets.

a. The plan view of each street to be improved shall be shown on separate sheets indicating existing improvements, proposed improvements and future improvements if known. Proposed improvements shall include sidewalk, curb, gutter, driveways, sewer mains and lateral locations, water mains and water service locations, storm drains, catch basins, manholes, valves, fire hydrants, fencing, barricades, monuments, lot lines, survey stationing and other data as required by the City Engineer. The survey stationing shall normally read from left to right with the north arrow pointing either to the top or left edge of the sheet. All stationing shall be a continuation of existing improvements where possible.

b. When conforming to existing pavement, curb and gutter, or other facilities, detailed location and elevation information shall be provided on the improvement plans. Existing edge of pavement and street centerline shall be shown at 25 foot intervals for the length of the project and at least 100 feet beyond. Cross-sections at the same 25 foot intervals shall be accurately drawn to show the conform paving, indicating that the resultant cross-slope is no flatter than two percent (0.02) and no steeper than five percent (0.05). The cross-sections shall be drawn at a scale sufficiently large to clearly show the proposed conform work.

c. A profile view of each street shall be shown immediately below or above its plan view. The profile shall include existing grade lines, sewer mains, storm drains, water mains, public utility mains, all utility crossings, and top of curb. Elevations shall be shown

for the top of curb at grade break points, at each full station, at 25 foot intervals through vertical curves, at manhole and catch basin inverts and rims, and at water main crossings with other utilities.

3. Site Development Plan (For On-site Development). The site development plan shall include building pad, floor and garage elevations, individual lot drainage patterns, adjacent land drainage, driveway locations, fencing, existing contours, existing trees, wells, ditches and other landmarks important to the construction of the improvements.
4. Small projects may involve a combination of the above sheets.
5. Due to the fact that all plans are planned to be microfilmed, all lettering shall have a minimum height of 1/8".

2.03 GENERAL NOTES

The following general notes as a minimum shall be included on plans, as applicable:

A. All work is to be done in accordance with the standard plans and specifications of the City of Benicia, which are hereby incorporated into these plans.

B. At least 48 hours notice to the Public Works Department is required for a pre-construction meeting prior to the start of construction. Phone (707) 746-4240.

C. All revisions to these plans must be approved by the City Engineer prior to their construction, and shall be accurately shown on record drawings prior to the acceptance of the work as complete.

D. An encroachment permit is required for all work within the public right-of-way and must be secured prior to the start of any work.

E. The contractor shall notify Underground Service Alert at (800) 642-2444 at least 48 hours prior to the start of work to verify the location of existing underground utilities. The utilities shown on the plans are based upon record information, however the engineer assumes no responsibility for their accuracy or actual locations.

F. The contractor shall leave a 24-hour emergency telephone number with the Police, Fire and Public Works Departments, and keep them informed daily of any detours.

G. The contractor shall abide by the rules and regulations of the State of California Construction Safety Orders pertaining to excavations and trenches. A copy of the Construction Safety Orders is available in the Public Works Department for inspection.

H. Public safety and traffic control shall be provided in accordance with the "WATCH" manual and as directed by the City Engineer.

I. The contractor shall give at least 24 hours notice to the City Maintenance Superintendent prior to connecting to existing water facilities. At all times, the manipulation of existing valves shall be done under the direction of water division personnel.

J. All underground utilities shall be completed prior to the placement of base rock unless otherwise approved by the City Engineer.

K. Existing curb, gutter, sidewalk, survey monuments, and other public improvements within project site that are damaged or displaced shall be replaced at the contractors expense even if damage or displacement was not caused by actual work performed by the contractor.

L. When the lowest finished floor level of a house is 12 inches or less above the top elevation of the nearest upstream sanitary sewer structure there shall be a backwater overflow device or check valve installed on the sewer lateral next to the cleanout.

M. If paving and storm drain improvements are not completed by October 15, temporary silt and erosion control facilities shall be installed to control and contain silt deposits and to provide for the safe discharge of storm waters into existing storm drainage facilities. Design of the silt and erosion control facilities must be approved prior to their construction.

N. All traffic signs and street name signs shall be high reflective grade and conform to CalTrans specifications and City standard ST-15.

O. Approval of these plans by the City Engineer does not relieve the developer or his engineer from the responsibility for the design of the improvements and any deficiencies resulting from the design thereof.

P. All City standard details referenced in these plans shall be the current version available from the Public Works Department.

Q. The services of a registered civil engineer shall be retained to establish all lines, levels, grades and locations of all improvements; to verify the proper installation of all improvements; and to submit record drawings indicating all final improvements, with approved revisions, were accurately installed.

R. Cut sheets shall be submitted to the City 48 hours prior to the start of construction of an improvement requiring them.

S. The contractor shall perform the necessary tests in accordance with the City standards on newly installed storm drains, sewer, and water systems only after trenches are backfilled and street base is in place, compacted and ready for asphalt paving.

T. The contractor shall adjust to final grade all manholes, valve and monument covers within the work area unless noted otherwise.

U. The contractor shall place a "S" (for sewer) and a "W" (for water) in the wet concrete curb top at all new lateral locations.

V. The contractor shall be responsible for contacting appropriate utilities and requesting verification of service points, field verification of location, size, depth, etc. for all their facilities and to coordinate work schedules.

2.04 SUBMISSION AND CITY APPROVAL

A. Improvement plans shall be submitted in triplicate along with 2 copies of the subdivision final map (if applicable) to the City Engineer for checking to insure compliance with these standards, City of Benicia ordinances, and good engineering practice. Submittal shall include specifications, supporting calculations, lot closures, easement and right-of-way descriptions, rights-of-entry, and/or other materials as requested by the City Engineer.

B. Plans shall not be considered as approved until both the City Engineer and the Fire Chief (and the Soils Engineer and City Planning Department for grading plans) have signed the plans in the approval block on the plans. No

changes shall be permitted to an approved set of plans unless such changes are first approved by the City Engineer as described above. Excepted from approval are any features of the plans that are contrary to, in conflict with, or do not conform to any California State Law, City of Benicia Ordinance or Resolution, or generally accepted good engineering practice, in keeping with the standards of the profession, even though such errors, omissions or conflicts may have been overlooked in the Department of Public Works review of plans.

C. After formal approval of the improvement plans by the City Engineer has been received, 3 blueprint copies of the plans shall be forwarded to the Public Works Department. If additional copies of the improvement plans are requested by the City Engineer, they shall be furnished to the City. Prior to acceptance of the improvements by the City, the consulting engineer shall furnish to the City a full set of photo mylar copies (minimum of 3 mils thick) of the record "as built" drawings of the improvements to include <u>all</u> revisions.

2.05 IMPROVEMENT PLAN CHECKLIST

A. **<u>General</u>**

1. Is all existing information shown in sufficient detail?
2. Are the plan sheets 24" x 36"?
3. Is there a 1 1/2 inch margin on the left edge and at least 1/2 inch margins on the other sides?
4. Is the horizontal scale one inch equal to 40 feet; the vertical scale one inch equal to 4 feet? Has approval been given for other scales?
5. Is the lettering at least 1/8 inch?
6. Did the design engineer stamp and sign each sheet?

B. **<u>Title Sheet</u>**

1. Is the 100 scale system map shown?
2. Is there an index of plan sheets?
3. Is there a complete legend?
4. Are typical street sections shown?
5. Is the vicinity map shown?
6. Is the title block in the lower right-hand corner?
7. Is the benchmark described?
8. Are there general and special construction notes?
9. Do the plans have the signature and seal of the design engineer?
10. Are approval blocks provided for both the City Engineer and the Fire Chief?

11. Are additional approval blocks provided for the Soils Engineer and the City Planning Department on grading plans?
12. Are the APN and address shown?

C. **Plans and Profile Sheets**

1. Are the existing improvements accurately shown, and in sufficient detail?
2. Are planned improvements compatible, and shown in sufficient details?
3. Is the horizontal scale one inch equal to 40 feet, and the vertical scale one inch equal to 4 feet?
4. **Street Design:**
   a. Are street widths and geometrics appropriate for the class of street?
   b. Are street intersections at an angle of at least 70 degrees, and separated by at least 200 feet?
   c. Are street grades between one-half percent and sixteen percent?
   d. Has a two percent cross-slope been shown for all roads?
   e. For grade differences greater than two percent are vertical curve lengths in conformance with the CalTrans Highway Design Manual , and at least 50 feet in length?
   f. For conform pavements, does the pavement section match the existing?
   g. For new streets is the pavement section shown to be based on R-value tests?
   h. Is the minimum pavement section 3 inches of asphalt concrete on 6 inches of class 2 aggregate base?
   i. Are the sidewalks shown of the proper width?
   j. Are handicap ramps shown at each intersection curb return?
   k. When required are redwood headerboards at least 2 inches by 8 inches?
   l. Are street monuments located properly?
   m. Are street signs and pavement markings of the proper material and adequate?

5. **Storm Drainage:**
   a. Are the supporting calculations in accordance with the County of Solano Hydrology and Drainage Design Procedure?
   b. Is the minimum freeboard of 1.0 foot maintained at all structures?
   c. Does gutter flow meet the maximum requirements?
   d. Are pipe types specified?

e. Are minimum cover and clearance requirements satisfied?
f. Is the minimum public storm drain pipe 15 inches in diameter?
g. Are alignment criteria met?
h. Do pipe crowns match within a structure?
i. Is a 0.2 foot drop provided within any structure where the pipe deflection is 45 egrees or greater?
j. Is the hydraulic grade line shown and labeled on the profile at each structure?
k. Are easements of the proper width provided where necessary?

6. **Sanitary Sewer**:
   a. Is the minimum extendable main size 8 inches in diameter?
   b. Are laterals shown and sized properly?
   c. Are easements of the proper width provided where necessary?
   d. Are mains located 5 feet south and/or east of the street centerline, and separated by at least 5 feet from other parallel utility mains?
   e. Is the minimum slope three-quarters of one percent?
   f. Are cover requirements met?
   g. Are crossing clearance requirements satisfied?
   h. Is there no more than 45 degrees total deflection between structures?
   i. Are there no reverse curves?
   j. Are laterals stationed on the plan view?
   k. Is the maximum spacing between manholes 300 feet?
   l. Is the proper drop provided in manholes?
   m. Are there no more than 5 laterals between a rodding inlet and the next downstream manhole?

7. **Water System**:
   a. Is the system shown looped?
   b. Are mains located 10 feet north and/or west of the street centerline?
   c. Is the water main shown on the profile?
   d. Is the vertical clearance at crossings with other utilities adequate?
   e. Is the minimum cover from subgrade 2 feet?
   f. Is the minimum main size 8 inches in diameter?
   g. Are service lines specified as Type K Copper?
   h. Are the valving requirements satisfied?

8. **Street Lights**:
   a. Is the street lighting system shown on the improvement plans?
   b. Are electrolier locations shown?
   c. Are luminaire intensities specified?
   d. Are luminaire mounting heights and mast arm lengths specified?
   e. Are pole and luminaire type specified?
   f. Is electrical service point shown and approved by PG & E?
   g. Are conduit runs and pullboxes shown?

9. **Grading Plans**:
   a. Do the grading plans conform with the requirements in the project soils report?
   b. Are the additional general notes for grading included?
   c. Are the existing improvements accurately shown, and in sufficient detail?
   d. Are the planned improvements compatible, and shown in sufficient detail?
   e. Do the plans have the signature and seal of the design engineer?
   f. Are approval blocks provided for the City Engineer, Fire Chief, City Planning Department and project Soils Engineer?
   g. Does design of improvements comply with Chapter 70 of the Uniform Building Code?

SECTION 5

SANITARY SEWER

5.01 GENERAL

A. **Line Size**

1. The minimum main size shall be 8 inch diameter, except that a last length of main which cannot be extended in the future may be 6 inches in diameter.
2. The minimum side sewer (lateral) size shall be:
   a. 4 inches in diameter for single family residential use.
   b. 6 inches in diameter for multi-family residential, commercial, or industrial uses.

B. **Easements/Location**

1. All public sanitary sewer mains should be located within the road right-of-way, or if unavoidable, centered upon a dedicated easement.
2. Easements for sanitary sewers shall meet the following requirements:
   a) For sewer mains less than 12 inches in diameter, the minimum easement width shall be 10 feet.
   b) For sewer mains 12 inches in diameter and larger, the minimum easement width shall be 15 feet.

5.02 DESIGN

A. **Flow Computation**

1. The design sanitary sewer flow shall be equal to the sum of two and one-half times the average flow and the infiltration flow.
   a. The average flow for residential areas is based on the following assumptions:
      1) A single family dwelling is composed of 3.5 persons.
      2) An allowance of 100 gallons per person per day.
   b. For commercial areas the average flow shall be 1800 gallons per acre per day.
   c. Light industrial areas shall utilize an average flow of 1600 gallons per acre per day.
   d. Heavy industrial areas require special design and will be considered on a case-by-case basis.

e. Infiltration rates shall conform to the following:

1) For new construction: 1000 gallons per acre per day.
2) For existing sewers: 3000 gallons per acre per day.

2. Pipe capacities shall be computed utilizing Manning's formula with an "n" valve of either 0.013 or the pipe manufacturer's recommendation, whichever is greater, for pipes flowing full.

B. **Mains**

1. In general, sanitary sewer mains will be located 5 feet south and/or east of street centerline.
2. Minimum slope for mains shall be three-quarters of one percent. Where possible, slope shall provide for a velocity of at least 2 feet per second.
3. Minimum depth for sewer mains shall be 4 feet of cover from top of pipe to subgrade. Ductile iron mains may have as little as 18 inches of cover from subgrade.
4. A minimum of 12 inches of vertical clearance shall be maintained in crossings with water mains, and at least 6 inches vertical clearance in crossings with other utilities.
5. At least 5 feet clearance shall separate sewer mains from other parallel utility main installations.
6. Horizontal and/or vertical curves are allowed between structures, provided that:
   a. The total deflection does not exceed 45 degrees, and
   b. The deflection at each joint does not exceed 80 percent of the manufacturer's published recommended allowable maximum.
   c. Reverse curves are not allowed.

C. **Side Sewers (Laterals)** are those portions of the sewerage system between the sewer main and the right-of-way line. The limit of City maintenance responsibility is the right-of-way line and is denoted by a clean-out. In all cases the City maintained facilities will lie within the limits of either the street right-of-way or the easement sidelines.

1. All 4-inch diameter sewer laterals shall have a minimum slope of two percent (0.02).
2. All 6-inch diameter sewer laterals shall have a minimum slope of one percent (0.01).
3. In all new work, the sewer lateral shall be installed concurrently with the sewer main, and shall be drawn to scale and stationed on the plan view of the improvement plan.

4. The angle of intersection between the side sewer and the upstream main sewer shall 90 degrees.

D. **Appurtenances**

1. Manholes
   a. Manholes shall be provided at all junctures of mains and at all changes of direction and main line size, but in no case more than 300 feet from the downstream manhole.
   b. Manholes which are not located at a change of direction or size shall have the main extended straight through. In other situations match crowns of pipes of different sizes or allow for a 0.1 foot drop through the manhole. Channels shall be formed in the bottom of the manhole to provide positive direction for low flows.
   c. A drop of more than 2.0 feet from the invert of one line to another will not be allowed within a manhole. Drop manholes, if unavoidable, require special design and approval by the City Engineer.
2. A rodding inlet may be used for the end structure of a section of main serving no more than 5 laterals since the last manhole.
3. Pressure systems (pumps) require prior approval of the City Engineer and will be allowed only if a gravity system is not feasible. The pressure systems will be private and therefore will not be maintained by the City.

E. **Pipe Materials**

Sewer pipe shall be one of the following types:

1. Polyvinyl Chloride (PVC), extra strength minimum of SDR=35.
2. Ductile Iron Pipe (DIP) class 50 wrapped with polyethylene tubing.
3. Other types of pipe may be used but only with prior approval of the City Engineer.

5.03 INSTALLATION

A. **Installation**

1. The trench shall be excavated to the lines and grades established by the Engineer.
2. All mains and laterals must receive City inspection after installation to verify proper placement. Contractor must receive authorization from the City Inspector before placement of backfill.
3. Trench backfilling, placement of aggregate base material, and compaction shall be done in conformance with City standard plan ST-7.

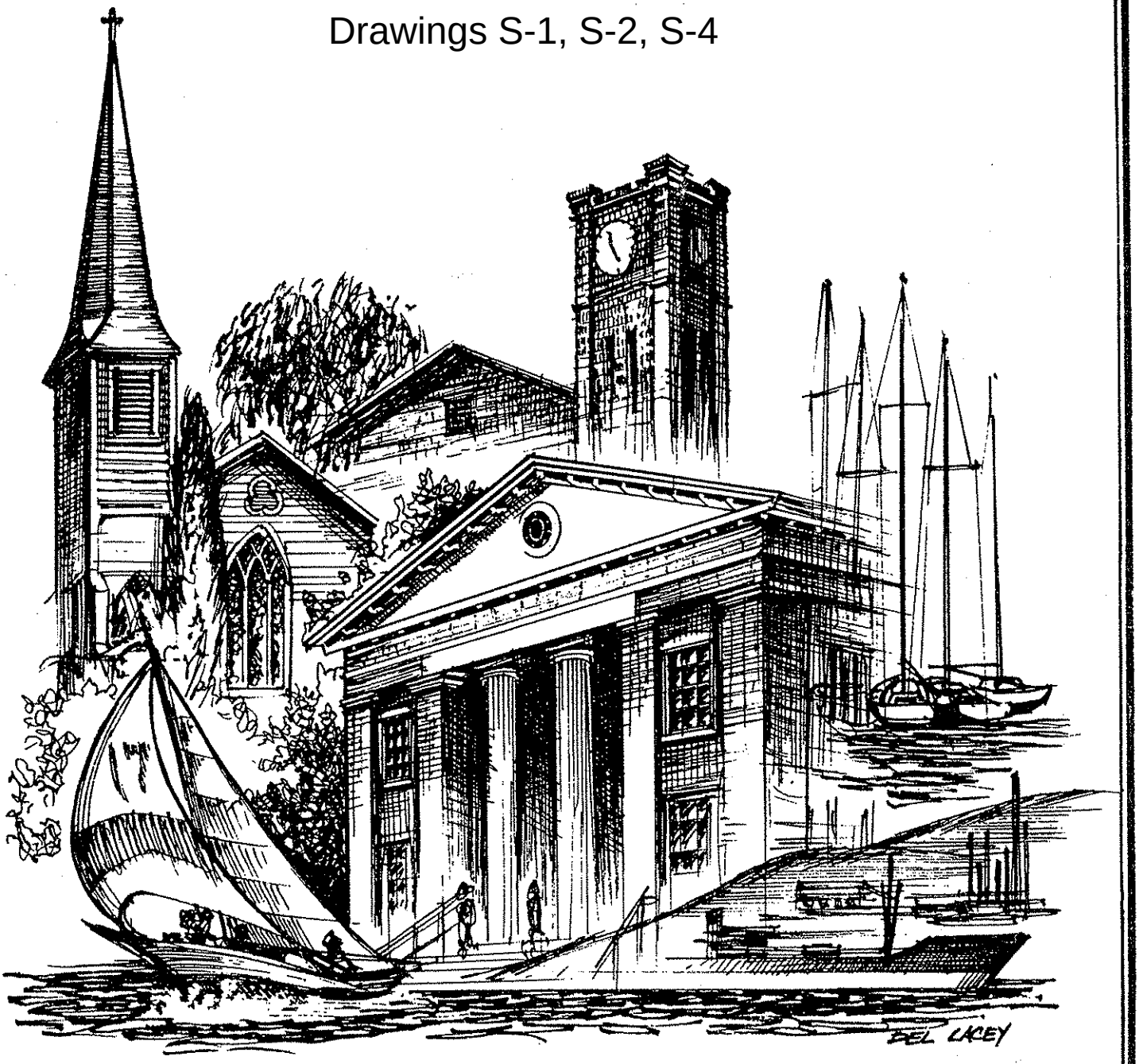
B. **Testing**

1. The following tests shall be performed by the contractor after the sewer system is installed, backfilled, and street base is in place, compacted and ready for paving:
   a. Air pressure test - All new main lines with connecting laterals shall be tested in separate sections. The main and laterals shall be pressurized under 4.0 psi for a minimum of 4 minutes with a maximum allowable pressure drop of 0.5 psi. If pressure drops more than this amount, then repressurize to 3.5 psi and hold for an additional 4 minutes. Pressure must not drop below 3 psi at the end of this retest.
   b. Hydrostatic test - All manholes and isolated laterals shall be tested by plugging at the main connection(s) and then filling structure or lateral with water, (laterals require a 4 foot head). The water shall stand for a 4 hour period without exceeding the allowable loss as determined by the City Engineer.
   c. Mandrel test - All mains shall be cleaned and then mandrelled to measure for obstructions. A rigid mandrel with a circular cross section of at least 98% of the inside pipe diameter shall be pulled through the pipe by hand.
2. Upon failure of any test as determined by the City Engineer the contractor shall, at his expense, remedy the cause and retest that portion of the system. Retesting may require that additional inspection fees be paid to the City.
3. For large subdivisions and for installations that fail to receive proper City inspection or fail any test, the City Engineer may require that the sewer mains be inspected internally by TV equipment using VHS tape format.

STANDARD PLANS

CITY OF BENICIA, CALIFORNIA

Drawings S-1, S-2, S-4



4/92

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STREET

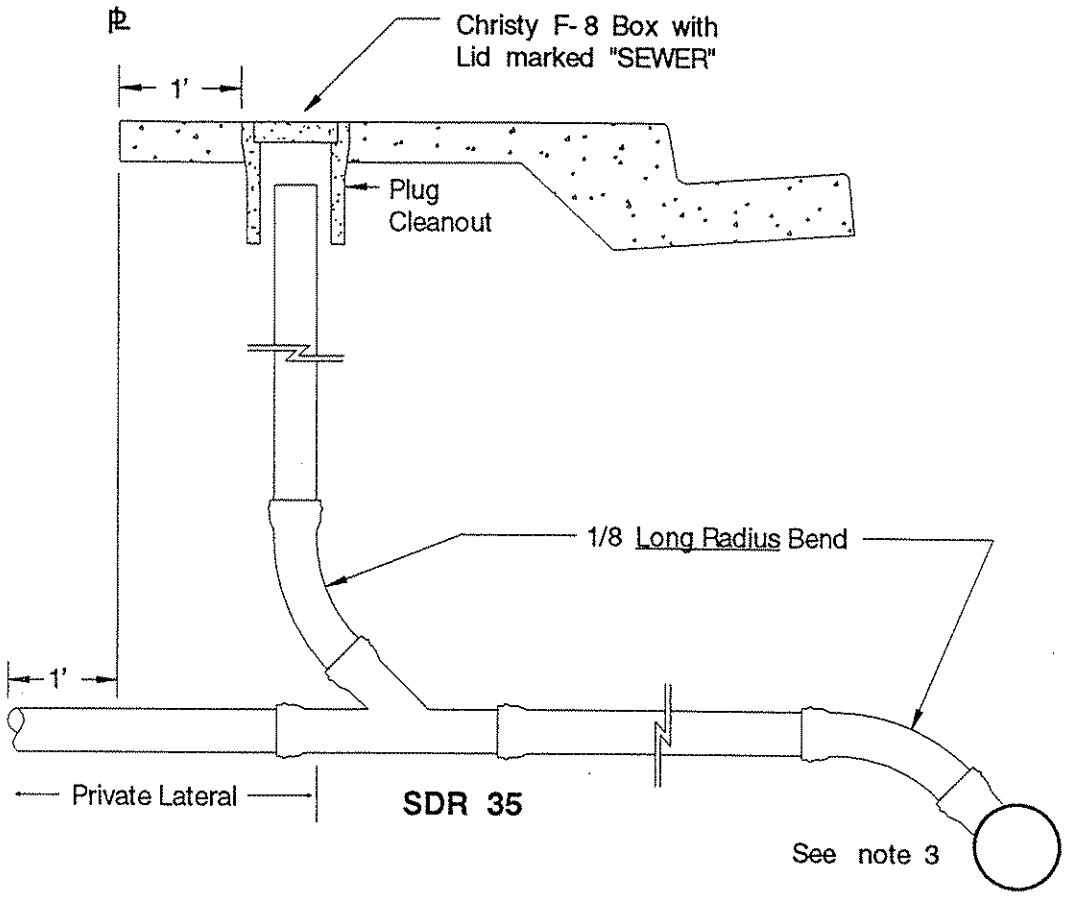
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Conctere Related Notes ST-3
Survey Monument ST-6
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Catch Basin, Type B ST-9
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STORM DRAIN

Small Diameter Manhole SD-1
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SEWER

Sewer Lateral S-1
Sewer Manhole S-2
Rodding Inlet S-4



NOTES:

1. Allowable minimum slopes for the following sewer lateral diameters: 4" - 2%, 6" - 1%, 8" - 0.5%.

2. Minimum cover shall be 30".

3. If the lateral is part of a main line construction use "wyes". If the lateral is to an existing main the connection shall be drill tapped.

4. In areas without sidewalk, the cleanout box shall be surrounded by a minimum of 12" of concrete.

CITY OF BENICIA

DEPARTMENT OF PUBLIC WORKS

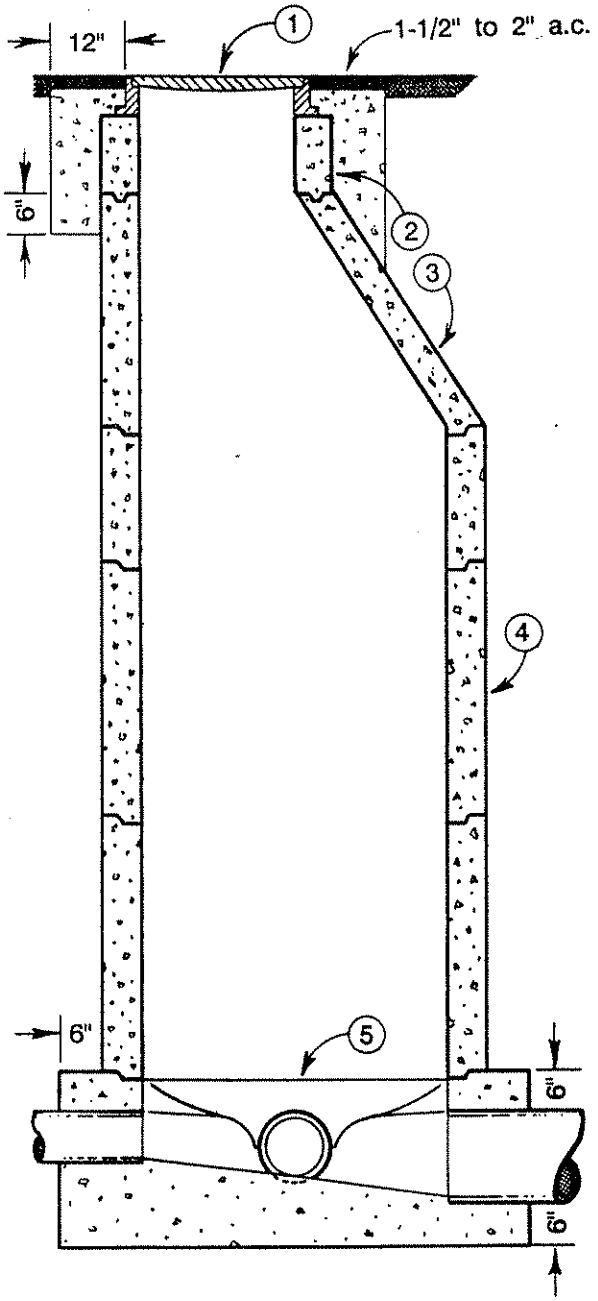
SEWER LATERAL

A. M. Bertolero

ANTOINETTE M. BERTOLERO, CITY ENGINEER

DATE: MARCH 1992
REVISED:

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NOTES:

1. Manhole frame and cover to be D. & L. Supply A-1024 or an approved equal marked "Sanitary Sewer".
2. 24" diameter manhole rings, 12" maximum total height.
3. 24" to 48" eccentric manhole cone, 36" in height.
4. 48" diameter manhole barrel sections.
5. Form base to provide a smooth flow channel.
6. 1:3 grout mix or Ram-Nek joint compound to be used in all joints.
7. All concrete to be 560 - C - 3250.

REGISTERED PROFESSIONAL ENGINEER
Donald F. Curtis
No. 23,327
Expires 12/31/89
CIVIL
STATE OF CALIFORNIA

CITY OF BENICIA

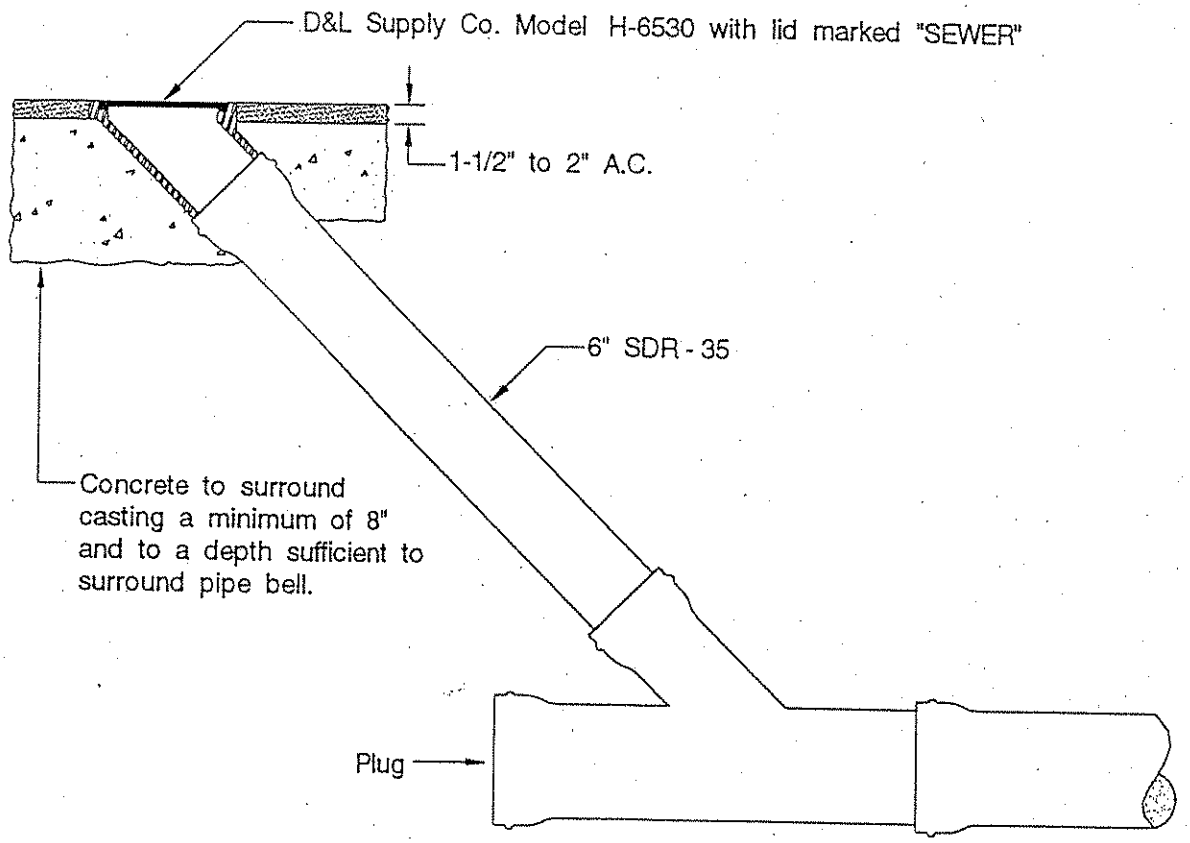
DEPARTMENT OF PUBLIC WORKS

SEWER MANHOLE

Donald F. Curtis
DONALD F. CURTIS CITY ENGINEER

DATE: SEPTEMBER 1988
REVISED: 4/92

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CITY OF BENICIA

DEPARTMENT OF PUBLIC WORKS

RODDING INLET

A. M. Bertolero

ANTOINETTE M. BERTOLERO, CITY ENGINEER

DATE: MARCH 1992

REVISED:

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Appendix D

Documents Related to Blockage Program

CITY OF BENICIA
FOOD HANDLING FACILITY
WASTEWATER DISCHARGE PERMIT (TIER 3)

Business Name: _____ **Effective date:** _____

Business Location: _____ **Expiration date:** _____

Business Address: _____

I. Grease removal devices (interceptors or grease traps) are required for food handling facilities that meet any of the following criteria:
- New Construction
- Remodels, additions, alterations or repairs valued at or greater than $20,000
- Have caused or contributed to a grease related collection system blockage resulting in increased maintenance requirements and/or a sanitary sewer overflow.

II. A food handling facility may be granted a waiver or conditional variance from grease interceptor installation and pumping requirements at the discretion of the City's Wastewater Treatment Plant Superintendent or Building Official.

III. All **new** grease removal devices shall be designed, constructed and installed in accordance with the California Plumbing Code, Title 24, Part 5, Chapter 10 (Attachment 1) and shall have a sampling access point located downstream of the device.

IV. Each grease removal device shall be maintained, to ensure proper operation and performance, as follows:

- For interceptors, removing the entire contents of the device each time the device is pumped. A minimum pumping frequency of once per six-month period, or more frequently to ensure that the facility discharge does not cause or contribute to a grease-related collection system blockage resulting in maintenance requirements and/or a sanitary sewer overflow. Pumping by a food handling facility waste grease hauler (Attachment 2) is required.
- For grease traps, remove all solid waste inside the trap each time the trap is cleaned. Daily cleaning is recommended.

V. The Permit Holder shall record maintenance activities on a "Cleaning Log" provided by the City (Attachment 3) with the following information for each grease removal device located on the premises. The records shall be kept a minimum of three years and provided to the City upon request.
- Date of service
- Volume pumped (gallons)
- Name of food handling facility waste grease hauler
- Approved waste grease disposal location
- If the device is an interceptor, a copy of the waste manifest for documentation

VI. The Permit Holder shall notify the City of Benicia-Water Quality Division at (707) 746-4337 of any:
- Sale, lease, closure, or transfer of the operations for which the permit was issued
- Change of facility name
- Alteration or change to a grease removal device (s)
- Remodels, additions, or repairs valued at greater than or equal to $20,000

VII. Access to the facility shall be granted to city staff to conduct wastewater compliance inspections and to collect wastewater discharge samples as needed.

VIII. The City of Benicia will conduct random, unannounced inspections to verify compliance with the terms and conditions of this Food Handling Facilities Wastewater Discharge Permit.

IX. The City of Benicia will pursue enforcement and penalties as authorized by Benicia Municipal Code Chapter 13.50.

AUTHORIZATION

The above named Permit Holder is hereby authorized to discharge wastewater to the community sewer, subject to Permit Holder's compliance with these Permit Terms and Conditions, Benicia Municipal Code Chapter13.50.040, and the Food Handling Facility Wastewater Discharge Permit Standard, and Terms and Conditions. The City may amend this Permit to include revisions during the term of the Permit. This permit shall remain in effect until a new permit is issued.

_____

Jeff Gregory, Wastewater Treatment Plant Superintendent Date
614 East 5th Street, Benicia, CA 94510

Restaurant Handouts

Best Management Practices (BMPs) for Restaurant Fats, Oils and Grease (FOG)

- Post "No Grease" signs above sinks and on the front of dishwashers.
- Check grease interceptor solids depth routinely. The combined thickness of the floating grease and the bottom solids should not be more than 25% of the total interceptor depth.
- Collect and recycle waste cooking oil.
- "Dry wipe" pots, pans, and kitchen equipment, before cleaning.
- Maintain a routine grease trap cleaning schedule.
- Use absorbent paper under fryer baskets.
- Use absorbents such as cat litter or paper towels to pick up oil and grease spills before mopping.
- Do not use emulsifiers or solvents other than typical dishwashing detergents.
- TRAIN ALL STAFF ON BMPS.

THE CITY OF BENICIA CALIFORNIA

City of Benicia
Water Quality Division
FOG Control Program: 707-746-4337

CHAPTER 10
TRAPS AND INTERCEPTORS

1001.0 General.

1001.1 Applicability. This chapter shall govern the materials, design, and installation of traps and interceptors.

1001.2 Where Required. Each plumbing fixture shall be separately trapped by an approved type of liquid seal trap. This section shall not apply to fixtures with integral traps. Not more than one trap shall be permitted on a trap arm. Food waste disposers installed with a set of restaurant, commercial, or industrial sinks shall be connected to a separate trap. Each domestic clothes washer and each laundry tub shall be connected to a separate and independent trap, except that a trap serving a laundry tub shall also be permitted to receive the waste from a clothes washer set adjacent to it. The vertical distance between a fixture outlet and the trap weir shall be as short as practicable, but in no case shall the tailpiece exceed 24 inches (610 mm) in length. One trap shall be permitted to serve a set of not more than three single compartment sinks or laundry tubs of the same depth or three lavatories immediately adjacent to each other and in the same room where the waste outlets are not more than 30 inches (762 mm) apart, and the trap is centrally located where three compartments are installed.

1002.0 Traps Protected by Vent Pipes.

1002.1 Vent Pipes. Each plumbing fixture trap, except as otherwise provided in this code, shall be protected against siphonage, backpressure, and air circulation shall be assured throughout the drainage system using a vent pipe installed in accordance with the requirements of this code.

1002.2 Fixture Traps. Each fixture trap shall have a protecting vent so located that the developed length of the trap arm from the trap weir to the inner edge of the vent shall be within the distance given in Table 1002.2 but in no case less than two times the diameter of the trap arm.

TABLE 1002.2
HORIZONTAL LENGTHS OF TRAP ARMS
(EXCEPT FOR WATER CLOSETS AND SIMILAR FIXTURES)[1, 2]

TRAP ARM PIPE DIAMETER (inches)	DISTANCE TRAP TO VENT MINIMUM (inches)	LENGTH MAXIMUM (inches)
1¼	2½	30
1½	3	42
2	4	60
3	6	72
4	8	120
Exceeding 4	2 x Diameter	120

For SI units: 1 inch = 25.4 mm

Notes:

[1] Maintain ¼ inch per foot slope (20.8 mm/m).

[2] The developed length between the trap of a water closet or similar fixture (measured from the top of the closet flange to the inner edge of the vent) and its vent shall not exceed 6 feet (1829 mm).

1002.3 Change of Direction. A trap arm shall be permitted to change direction without the use of a cleanout where such change of direction does not exceed 90 degrees (1.57 rad). Horizontal changes in the direction of trap arms shall be in accordance with Section 706.3.

Exception: For trap arms, 3 inches (80 mm) in diameter and larger, the change of direction shall not exceed 135 degrees (2.36 rad) without the use of a cleanout.

1002.4 Vent Pipe Opening. The vent pipe opening from soil or waste pipe, except for water closets and similar fixtures, shall not be below the weir of the trap.

1003.0 Traps – Described.

1003.1 General Requirements. Each trap, except for traps within an interceptor or similar device shall be self-cleaning. Traps for bathtubs, showers, lavatories, sinks, laundry tubs, floor drains, urinals, drinking fountains, dental units, and similar fixtures shall be of standard design, weight and shall be of ABS, cast-brass, cast-iron, lead, PP, PVC, or other approved material. An exposed and readily accessible drawn-copper alloy tubing trap, not less than 17 B & S Gauge (0.045 inch) (1.143 mm), shall be permitted to be used on fixtures discharging domestic sewage.

Exception:

(1) Drawn-copper alloy tubing traps shall not be used for urinals. Each trap shall have the manufacturer's name stamped legibly in the metal of the trap, and each tubing trap shall have the gauge of the tubing in addition to the manufacturer's name. A trap shall have a smooth and uniform interior waterway.

(2) ***[HCD 1 & HCD 2]*** *Non-water supplied urinals conforming to ASME A112.19.19-2016, Standard for Vitreous China Nonwater Urinals, or reference standards in Table 1701.1 for non-vitreous ceramic or plastic urinal fixtures.*

1003.2 Slip Joint Fittings. A maximum of one approved slip joint fitting shall be permitted to be used on the outlet side of a trap, and no tubing trap shall be installed without a listed tubing trap adapter. Listed plastic trap adapters shall be permitted to be used to connect listed metal tubing traps.

1003.3 Size. The size (nominal diameter) of a trap for a given fixture shall be sufficient to drain the fixture rapidly but in no case less than nor more than one pipe size larger than given in Table 702.1. The trap shall be the same size as the trap arm to which it is connected.

1004.0 Traps.

1004.1 Prohibited. No form of trap that depends for its seal upon the action of movable parts shall be used. No trap that has concealed interior partitions, except those of plastic, glass, or similar corrosion-resisting material, shall be used. "S" traps, bell traps, and crown-vented traps shall be prohibited. No fix-

ture shall be double trapped. Drum and bottle traps shall be installed for special conditions. No trap shall be installed without a vent, except as otherwise provided in this code.

1004.2 Movable Parts. Bladders, check valves or another type of devices with moveable parts shall be prohibited to serve as a trap.

1005.0 Trap Seals.

1005.1 General. Each fixture trap shall have a liquid seal of not less than 2 inches (51 mm) and not more than 4 inches (102 mm), except where a deeper seal is found necessary by the Authority Having Jurisdiction. Traps shall be set true with respect to their liquid seals and, where necessary, they shall be protected from freezing.

1006.0 Floor Drain Traps.

1006.1 General. Floor drains shall connect into a trap so constructed that it can be readily cleaned and of a size to serve efficiently the purpose for which it is intended. The drain inlet shall be so located that it is in full view. Where subject to the reverse flow of sewage or liquid waste, such drains shall be equipped with an approved backwater valve.

1007.0 Trap Seal Protection.

1007.1 General. Floor drain or similar traps directly connected to the drainage system and subject to infrequent use shall be protected with a trap seal primer, except where not deemed necessary for safety or sanitation by the Authority Having Jurisdiction. Trap seal primers shall be accessible for maintenance.

1007.2 Trap Seal Primers. Potable water supply trap seal primer valves shall comply with ASSE 1018. Drainage and electronic design type trap seal primer devices shall comply with ASSE 1044.

1008.0 Building Traps.

1008.1 General. Building traps shall not be installed except where required by the Authority Having Jurisdiction. Each building trap where installed shall be provided with a cleanout and with a relieving vent or fresh-air intake on the inlet side of the trap, which needs not be larger than one-half the diameter of the drain to which it connects. Such relieving vent or fresh-air intake shall be carried above grade and terminate in a screened outlet located outside the building.

1009.0 Interceptors (Clarifiers) and Separators.

1009.1 Where Required. Interceptors (clarifiers) (including grease, oil, sand, solid interceptors, etc.) shall be required by the Authority Having Jurisdiction where they are necessary for the proper handling of liquid wastes containing grease, flammable wastes, sand, solids, acid or alkaline substances, or other ingredients harmful to the building drainage system, the public or private sewer, or to public or private sewage disposal.

1009.2 Approval. The size, type, and location of each interceptor (clarifier) or separator shall be approved by the Authority Having Jurisdiction. Except where otherwise specifically permitted, no wastes other than those requiring treatment or separation shall be discharged into an interceptor (clarifier).

1009.3 Design. Interceptors (clarifiers) for sand and similar heavy solids shall be so designed and located as to be readily accessible for cleaning and shall have a water seal of not less than 6 inches (152 mm).

1009.4 Relief Vent. Interceptors (clarifiers) shall be so designed that they will not become air-bound where closed covers are used. Each interceptor (clarifier) shall be properly vented.

1009.5 Location. Each interceptor (clarifier) cover shall be readily accessible for servicing and maintaining the interceptor (clarifier) in working and operating condition. The use of ladders or the removal of bulky equipment to service interceptors (clarifiers) shall constitute a violation of accessibility. Location of interceptors (clarifiers) shall be shown on the approved building plan.

1009.6 Maintenance of Interceptors. Interceptors shall be maintained in efficient operating condition by periodic removal of accumulated grease, scum, oil, or other floating substances and solids deposited in the interceptor.

1009.7 Discharge. The waste pipe from oil and sand interceptors shall discharge as approved by the Authority Having Jurisdiction.

1010.0 Slaughterhouses, Packing Establishments, etc.

1010.1 General. A fish, fowl, and animal slaughterhouse or establishment; a fish, fowl, and meat packing or curing establishment; a soap factory, tallow-rendering, fat-rendering, and a hide-curing establishment shall be connected to and shall drain or discharge into an approved grease interceptor (clarifier).

1010.2 [AGR] Meat and Poultry Processing Plants.

1010.2.1 Drainage and Plumbing Systems. *Drainage and plumbing systems shall meet the requirements of Section 724.0.*

1010.2.1.1 *Each floor drain shall be equipped with a deep-seal trap.*

1010.2.2 *The plumbing shall be installed so as to prevent sewage from backing up and flooding the floor.*

Exception: *Floor drains in areas not regularly washed down will be acceptable with deep-seal traps, provided that such drains are connected to secondary drainage systems discharging into a safe sink or basin (air gap) that is properly trapped and vented, and that such drains accomplish the objectives and intent of this section.*

1010.2.3 *Interceptor traps which are connected with the sewer system shall not be near any edible products department or in any area where products are unloaded from or loaded into vehicles. To facilitate cleaning, such traps shall have inclined bottoms and be provided with suitable covers.*

1010.3 [AGR] Collection Centers and Facilities. *All drains shall be properly installed with adequate deep-sealed traps of the conventional "P," "U" or "S" type and vents.*

1010.4 [AGR] Horse Meat and Pet Food Establishments. *There shall be an efficient drainage and plumbing system for the establishment and premises. All drains and gutters shall be installed with traps and vents approved by the Department.*

1010.5 [AGR] Draining and Plumbing. *There shall be an efficient drainage and plumbing system for the plant and premises.*

1010.5.1 Drainage and Gutters. *All drains and gutters shall be properly installed with approved traps and vents. The drainage and plumbing system must permit the quick runoff of all water from plant buildings, and of surface water around the plant on the premises, and all such water shall be disposed of in such a manner as to prevent a nuisance or health hazard.*

1010.5.2 Sewage and Plant Waste. *The sewer system have adequate slope and capacity to remove readily all waste from the various processing operations and to minimize, or if possible, prevent stoppage and surcharging of the system. When the sewage disposal system is a private system which is required to be approved by a state or local health authority, the applicant shall furnish the administrator a letter from the proper health authority indicating that the sewage disposal system is acceptable to such authority.*

1011.0 Minimum Requirements for Auto Wash Racks.

1011.1 General. A private or public wash rack or floor or slab used for cleaning machinery or machine parts shall be adequately protected against storm or surface water and shall drain or discharge into an approved interceptor (clarifier).

1012.0 Commercial and Industrial Laundries.

1012.1 General. Laundry equipment in commercial and industrial buildings that do not have integral strainers shall discharge into an interceptor having a wire basket or similar device that is removable for cleaning and that will prevent passage into the drainage system of solids ½ of an inch (12.7 mm) or larger in maximum dimensions, such as string, rags, buttons, or other solid materials detrimental to the public sewerage system.

1013.0 Bottling Establishments.

1013.1 General. Bottling plants shall discharge their process wastes into an interceptor that will provide for the separation of broken glass or other solids, before discharging liquid wastes into the drainage system.

1014.0 Grease Interceptors.

1014.1 General. Where it is determined by the Authority Having Jurisdiction that waste pretreatment is required, an approved type of grease interceptor(s) shall comply with ASME A112.14.3, ASME A112.14.4, CSA B481, PDI G-101, or PDI G-102, and sized in accordance with Section 1014.2.1 or Section 1014.3.6, shall be installed in accordance with the manufacturer's installation instructions to receive the drainage from fixtures or equipment that produce grease-laden waste. Grease-laden waste fixtures shall include, but not be limited to, sinks and drains, such as floor drains, floor sinks, and other fixtures or equipment in serving establishments, such as restaurants, cafes, lunch counters, cafeterias, bars and clubs, hotels, hospitals, sanitariums, factory or school kitchens, or other establishments where grease is introduced into the drainage or sewage system in quantities that can effect line stoppage or hinder sewage treatment or private sewage disposal systems. A combination of hydromechanical, gravity grease interceptors and engineered systems shall be allowed to meet this code and other applicable requirements of the Authority Having Jurisdiction where space or existing physical constraints of existing buildings necessitate such installations. A grease interceptor shall not be required for individual dwelling units or private living quarters. Water closets, urinals, and other plumbing fixtures conveying human waste shall not drain into or through the grease interceptor.

1014.1A [OSHPD 1, 1R, 2, 3, 4 & 5] *The Authority Having Jurisdiction is the individual official, board, department or agency authorized to administer and enforce the sewage treatment system in the area of the location of the health facility.*

1014.1B [OSHPD 1, 1R, 2, 3, 4 & 5] *Grease interceptors shall not be installed in food preparation area of the kitchens.*

1014.1C [OSHPD 1, 1R, 2, 3, 4 & 5] *Grease interceptors shall be installed outside of the kitchen area in location affording ease of maintenance and servicing.*

1014.1.1 Trapped and Vented. Each fixture discharging into a grease interceptor shall be individually trapped and vented in an approved manner.

1014.1.2 Maintenance. Grease interceptors shall be maintained in efficient operating condition by periodic removal of the accumulated grease and latent material. No such collected grease shall be introduced into drainage piping or a public or private sewer. Where the Authority Having Jurisdiction determines that a grease interceptor is not being properly cleaned or maintained, the Authority Having Jurisdiction shall have the authority to mandate the installation of additional equipment or devices and to mandate a maintenance program.

1014.1.3 Food Waste Disposers and Dishwashers. No food waste disposer or dishwasher shall be connected to or discharge into a grease interceptor. Commercial food waste disposers shall be permitted to discharge directly into the building's drainage system.

Exception: Food waste disposers shall be permitted to discharge to grease interceptors that are designed to receive the discharge of food waste.

1014.2 Hydromechanical Grease Interceptors. Plumbing fixtures or equipment connected to a Type A and B hydromechanical grease interceptor shall discharge through an

approved type of vented flow control installed in a readily accessible and visible location. Flow control devices shall be designed and installed so that the total flow through such device or devices shall at no time be greater than the rated flow of the connected grease interceptor. No flow control device having adjustable or removable parts shall be approved. The vented flow control device shall be located such that no system vent shall be between the flow control and the grease interceptor inlet. The vent or air inlet of the flow control device shall connect with the sanitary drainage vent system, as elsewhere required by this code, or shall terminate through the roof of the building, and shall not terminate to the free atmosphere inside the building.

Exception: Listed grease interceptors with integral flow controls or restricting devices shall be installed in an accessible location in accordance with the manufacturer's installation instructions.

1014.2.1 Capacity. The total capacity in gallons (gal) (L) of fixtures discharging into a hydromechanical grease interceptor shall not exceed two and one-half times the certified gallon per minute (gpm) (L/s) flow rate of the interceptor in accordance with Table 1014.2.1.

For this section, the term "fixture" shall mean and include each plumbing fixture, appliance, apparatus, or other equipment required to be connected to or discharged into a grease interceptor by a provision of this section.

1014.2.2 Vent. A vent shall be installed downstream of hydromechanical grease interceptors in accordance with the requirements of this code.

TABLE 1014.2.1
HYDROMECHANICAL GREASE INTERCEPTOR SIZING USING GRAVITY FLOW RATES[1]

DIAMETER OF GREASE WASTE PIPE (inches)	MAXIMUM FULL PIPE FLOW (gpm)[2]	SIZE OF GREASE INTERCEPTOR	
		ONE-MINUTE DRAINAGE PERIOD (gpm)	TWO-MINUTE DRAINAGE PERIOD (gpm)
2	20	20	10
3	60	75	35
4	125	150	75
5	230	250	125
6	375	400	200

For SI units: 1 inch = 25 mm, 1 gallon per minute = 0.06 L/s

Notes:

1 For interceptor sizing by the fixture capacity see the example below.

2 ¼ inch slope per foot (20.8 mm/m) based on Manning's formula with friction factor N = 0.012.

EXAMPLE 1014.2.1
SIZING HYDROMECHANICAL GREASE INTERCEPTOR(S) USING FIXTURE CAPACITY

Step 1: Determine the flow rate from each fixture.

[Length] X [Width] X [Depth] / [231] = Gallons X [0.75 fill factor] / [Drain Period (1 minute or 2 minutes)]

Step 2: Calculate the total load from fixtures that discharge into the interceptor.

FIXTURES	COMPARTMENTS	LOAD (gallons)	SIZE OF GREASE INTERCEPTOR ONE-MINUTE DRAINAGE PERIOD (gpm)	TWO-MINUTE DRAINAGE PERIOD (gpm)
Compartment size	—	—	—	—
24 inches x 24 inches x 12 inches	2	44.9	—	—
Hydrant	—	3	—	—
Rated Appliance	—	2	—	—
—	—	49.9	50	25

For SI units: 1 inch = 25.4 mm, 1 gallon per minute = 0.06 L/s, 1 gallon = 3.785 L

1014.3 Gravity Grease Interceptors. Required gravity grease interceptors shall comply with the provisions of Section 1014.3.1 through Section 1014.3.7.

1014.3.1 General. The provisions of this section shall apply to the design, construction, installation, and testing of commercial kitchen gravity grease interceptors.

1014.3.2 Waste Discharge Requirements. Waste discharge in establishments from fixtures and equipment which contain grease, including but not limited to, scullery sinks, pot and pan sinks, dishwashers, soup kettles, and floor drains located in areas where grease-containing materials exist, shall be permitted to be drained into the sanitary waste through the interceptor where approved by the Authority Having Jurisdiction.

1014.3.2.1 Toilets and Urinals. Toilets, urinals, and other similar fixtures shall not drain through the interceptor.

1014.3.2.2 Inlet Pipe. Waste shall enter the interceptor through the inlet pipe.

1014.3.3 Design. Gravity interceptors shall be constructed in accordance with the applicable standard in Chapter 17 or the design approved by the Authority Having Jurisdiction.

1014.3.4 Location. Each grease interceptor shall be so installed and connected that it shall be easily accessible for inspection, cleaning, and removal of the intercepted grease. A gravity grease interceptor that complies with IAPMO Z1001 shall not be installed in a building where food is handled. Location of the grease interceptor shall meet the approval of the Authority Having Jurisdiction.

1014.3.4.1 Interceptors. Interceptors shall be placed as close as practical to the fixtures they serve.

1014.3.4.2 Business Establishment. Each business establishment for which a gravity grease interceptor is required shall have an interceptor

which shall serve that establishment unless otherwise approved by the Authority Having Jurisdiction.

1014.3.4.3 Access. Each gravity grease interceptor shall be located to be readily accessible to the equipment required for maintenance.

1014.3.5 Construction Requirements. Gravity grease interceptors shall be designed to remove grease from effluent and shall be sized in accordance with this section. Gravity grease interceptors shall also be designed to retain grease until accumulations can be removed by pumping the interceptor. It is recommended that a sample box is located at the outlet end of gravity grease interceptors so that the Authority Having Jurisdiction can periodically sample effluent quality.

1014.3.6 Sizing Criteria. The volume of the interceptor shall be determined by using Table 1014.3.6. Where drainage fixture units (DFUs) are not known, the interceptor shall be sized based on the maximum DFUs allowed for the pipe size connected to the inlet of the interceptor. Refer to Table 703.2, Drainage Piping, Horizontal.

TABLE 1014.3.6
GRAVITY GREASE INTERCEPTOR SIZING

DRAINAGE FIXTURE UNITS[1, 3] (DFUs)	INTERCEPTOR VOLUME[2] (gallons)
8	500
21	750
35	1000
90	1250
172	1500
216	2000
307	2500
342	3000
428	4000
576	5000
720	7500
2112	10 000
2640	15 000

For SI units: 1 gallon = 3.785 L

Notes:

1. The maximum allowable DFUs plumbed to the kitchen drain lines that will be connected to the grease interceptor.
2. This size is based on DFUs, the pipe size from this code; Table 703.2; Useful Tables for flow in half-full pipes (ref: Mohinder Nayyar Piping Handbook, 3rd Edition, 1992). Based on 30-minute retention time (ref.: George Tchobanoglous and Metcalf & Eddy. Wastewater Engineering Treatment, Disposal, and Reuse, 3rd Ed. 1991 & Ronald Crites and George Tchobanoglous. Small and Decentralized Wastewater Management Systems, 1998). Rounded up to nominal interceptor volume.
3. Where the flow rate of directly connected fixture(s) or appliance(s) have no assigned DFU values, the additional grease interceptor volume shall be based on the known flow rate (gpm) (L/s) multiplied by 30 minutes.

EXAMPLE 1014.3.6
GRAVITY GREASE INTERCEPTOR SIZING EXAMPLE

Given: A restaurant with the following fixtures and equipment.

One food preparation sink; three-floor drains - one in the food prep area, one in the grill area, and one receiving the indirect waste from the ice machine and a mop sink.

Kitchen Drain Line DFU Count (from Table 702.1):

3 floor drains at 2 DFUs each	=	6 DFUs
Mop sink at 3 DFUs each	=	3 DFUs
Food prep sink at 3 DFUs each	=	3 DFUs
Total	=	12 DFUs

Using Table 1014.3.6, the grease interceptor will be sized at 750 gallons (2389 L).

1014.3.7 Abandoned Gravity Grease Interceptors. Abandoned grease interceptors shall be pumped and filled as required for abandoned sewers and sewage disposal facilities in Section 722.0.

1015.0 FOG (Fats, Oils, and Greases) Disposal System.

1015.1 Purpose. The purpose of this section is to provide the necessary criteria for the sizing, application, and installation of FOG disposal systems designated as a pretreatment or discharge water quality compliance strategy.

1015.2 Components, Materials, and Equipment. FOG disposal systems, including components, materials, and equipment necessary for the proper function of the system, shall comply with ASME A112.14.6.

1015.3 Sizing and Installation. FOG disposal systems shall be sized and installed in accordance with the manufacturer's installation instructions.

1015.4 Performance. FOG disposal systems shall produce an effluent quality not to exceed 5.84 grains per gallon (gr/gal) (100 mg/L) FOG.

1015.5 [OSHPD 1, 1R, 2, 3, 4 & 5] *Grease interceptors shall not be installed in food preparation area of kitchens.*

1015.6 [OSHPD 1, 1R, 2, 3, 4 & 5] *Grease interceptors shall be installed outside of the kitchen area in location affording ease of maintenance and servicing.*

1016.0 Sand Interceptors.

1016.1 Discharge. Where the discharge of a fixture or drain contains solids or semi-solids heavier than water that would be harmful to a drainage system or cause a stoppage within the system, the discharge shall be through a sand interceptor. Multiple floor drains shall be permitted to discharge into one sand interceptor.

1016.2 Authority Having Jurisdiction. Sand interceptors are required where the Authority Having Jurisdiction deems it advisable to have a sand interceptor to protect the drainage system.

1016.3 Construction and Size. Sand interceptors shall be built of brick or concrete, prefabricated coated steel, or other watertight material. The interceptor shall have an interior baffle for full separation of the interceptor into two sections. The outlet pipe shall be the same size as the inlet pipe of the sand interceptor, the minimum being 3 inches (80 mm), and the baffle shall have two openings of the same diameter as the outlet pipe and at the same invert as the outlet pipe. These openings shall be staggered so that there cannot be a straight line flow between the inlet pipe and the outlet pipe. The invert of the inlet pipe shall be no lower than the invert of the outlet pipe.

The sand interceptor shall have a minimum dimension of 2 square feet (0.2 m^2) for the net free opening of the inlet section and a minimum depth under the invert of the outlet pipe of 2 feet (610 mm).

For each 5 gpm (0.3 L/s) flow or fraction thereof over 20 gpm (1.26 L/s), the area of the sand interceptor inlet section is to be increased by 1 square foot (0.09 m^2). The outlet section shall at all times have a minimum area of 50 percent of the inlet section.

The outlet section shall be covered by a solid removable cover, set flush with the finished floor, and the inlet section shall have an open grating, set flush with the finished floor and suitable for the traffic in the area in which it is located.

1016.4 Separate Use. Sand and similar interceptors for every solid shall be so designed and located as to be readily accessible for cleaning, shall have a water seal of not less than 6 inches (152 mm), and shall be vented.

1017.0 Oil and Flammable Liquid Interceptors.

1017.1 Interceptors Required. Repair garages and gasoline stations with grease racks or grease pits, and factories that have oily, flammable, or both types of wastes as a result of manufacturing, storage, maintenance, repair, or testing processes, shall be provided with an oil or flammable liquid interceptor that shall be connected to necessary floor drains. The separation or vapor compartment shall be independently vented to the outer air. Where two or more separation or vapor compartments are used, each shall be vented to the outer air or shall be permitted to connect to a header that is installed at a minimum of 6 inches (152 mm) above the spill line of the lowest floor drain and vented independently to the outer air. The minimum size of a flammable vapor vent shall be not less than 2 inches (50 mm), and, where vented through a sidewall, the vent shall be not less than 10 feet (3048 mm) above the adjacent level at an approved location. The interceptor shall be vented on the sewer side and shall not connect to a flammable vapor vent. Oil and flammable interceptors shall be provided with gastight cleanout covers that shall be readily accessible. The waste line shall be not less than 3 inches (80 mm) in diameter with a full-size cleanout to grade. Where an interceptor is provided with an overflow, it shall be provided with an overflow line [not less than 2 inches (50 mm) in diameter] to an approved waste oil tank having a minimum capacity of 550 gallons (2082 L) and meeting the requirements of the Authority Having Jurisdiction. The waste oil from the separator shall flow by gravity or shall be pumped to a higher elevation by an automatic pump. Pumps shall be adequately sized and accessible. Waste oil tanks shall have a 2 inch (50 mm) minimum pump-out connection at grade and an 1½ inch (40 mm) minimum vent to atmosphere at an approved location not less than 10 feet (3048 mm) above grade.

1017.2 Design of Interceptors. Each manufactured interceptor that is rated shall be stamped or labeled by the manufacturer with an indication of its full discharge rate in gpm (L/s). The full discharge rate to such an interceptor shall be determined at full flow. Each interceptor shall be rated equal to or greater than the incoming flow and shall be provided with an overflow line to an underground tank.

Interceptors not rated by the manufacturer shall have a depth of not less than 2 feet (610 mm) below the invert of the discharge drain. The outlet opening shall have not less than an 18 inch (457 mm) water seal and shall have a minimum capacity as follows: Where not more than three motor vehicles are serviced, stored, or both, interceptors shall have a minimum capacity of 6 cubic feet (0.2 m^3), and 1 cubic foot (0.03 m^3) of capacity shall be added for each vehicle up to 10 vehicles. Above 10 vehicles, the Authority Having Jurisdiction shall determine the size of the interceptor required. Where vehicles are serviced and not stored, interceptor capacity shall be based on a net capacity of 1 cubic foot (0.03 m^3) for each 100 square feet (9.29 m^2) of the surface to be drained into the interceptor, with a minimum of 6 cubic feet (0.2 m^3).

Appendix E

Documents Related to CIP Program

The June 2020 Wastewater Master Plan Update and Major Facility Condition Assessment is available at this link, as well as the original 2011 Master Plan Final Report. The table presented on the following page is an excerpt from th June 2020 document.

Table 5-2 Condition Assessment Summary [1]

Project Number	Project Name	Project Condition Rating Range (1-5)	Overall Remaining Useful Life (Years)	Consequence of Failure (1-5)	Probability of Failure (1-5)	Risk of Failure Range (0-100)
WWC-001	181 East K Street	4	12	5	4	80
WWC-002	El Bonito Way (force main)	4	6	4	4	64
WWC-003	Hillcrest Avenue	3	18	3	3	36
WWC-004	Elane Way	4	11	5	4	80
WWC-005	255 East O Street/Wingfield Way	3	20	3	3	36
WWC-006	500 East H Street	4	10	4	4	64
WWC-007	Jackson Street	4	10	4	4	64
WWC-008	Polk Street	4	10	4	4	64
WWC-009	200 Block East L Street	3	20	2	3	24
WWC-010	300 Block East L Street	3	20	2	3	24
WWC-011	Chelsea Hills Drive	3	20	4	3	48
WWC-012	West 2nd Street/Military West	3	17	2	3	24
WWC-013	375 Military East	3	18	3	3	36
WWC-014	Clocktower	4	9	2	4	32
WWC-015	East 3rd Street/East S Street	3	20	4	3	48
WWC-016	East Channel Road	4	11	4	4	64
WWC-017	I-780 Crossing @ West 7th Street	3	21	4	3	48
WWC-018	Rose Drive/London Circle	3	20	4	3	48
WWC-019	Bayshore Road	4	6	4	4	64
WWC-020	East 7th Street	3	20	4	3	48
WWC-021	West H Street	2	28	4	2	32
WWC-022	El Bonito Way (gravity sewer)	3	20	3	3	36
WWC-023	Park Road Force Main	5	1	5	5	100
WWC-024	Ongoing Condition Assessment of the Wastewater Collection System	3	-	3	3	36

[1] Condition rating (1 & 2 green, 3 yellow, 4 & 5 red). Risk of failure (0-40 green, 41-59 yellow, 60-100 red).

Stantec Consulting Services Inc. – City of Benicia (Division) Master Plan Update and Major Facility Condition Assessment June 2020
Proposed Updates 2025

WASTEWATER COLLECTIONS

Proposed Updates to Stantec Proposed Projects – TM-12

Project Name	Project Number	Keep/Remove/ Adjust	Notes
181 East K St	WWC-001	Adjust	See notes below
El Bonito Way Force Main	WWC-002	Remove	Completed
Hillcrest Ave	WWC-003	Keep	Not a high priority
El-Ane Way	WWC-004	Adjust	See notes below
255 East O St/Wingfield Way	WWC-005	Keep	See notes below
500 East H St	WWC-006	Remove	Already part of 2025 pipe bursting plan
Jackson St	WWC-007	Adjust	See notes below
Polk St	WWC-008	Keep	Not a high priority
200 Block East L St	WWC-009	Adjust	See notes below
300 Block East L St	WWC-010	Keep	Not a high priority
Chelsea Hills Dr	WWC-011	Keep	Not a high priority
West 2nd St/Military West	WWC-012	Remove	Not needed
375 Military east	WWC-013	Remove	See notes below
Clocktower	WWC-014	Remove	See notes
East 3rd St/East S St	WWC-015	Remove	See Notes
East Channel Rd	WWC-016	Keep	Keep project as is
I-780 Crossing @ West 7th St	WWC-017	Remove	See notes

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Rose Dr/London Circle	**WWC-018**	**Remove**	**Not needed at this time**
Bayshore Rd	**WWC-019**	**Keep**	**Project already being assessed**
East 7th St	**WWC-020**	**Remove**	**Complete**
West H St	**WWC-021**	**Keep**	**See notes**
El Bonito Way (Gravity Sewer)	**WWC-022**	**Keep**	**Not high priority**
Park Rd Force Main	**WWC-023**	**Adjust**	**See notes below**

Proposed Updates to Stantec Proposed Projects – TM – 12

- WWC-001 – Re-routing may not be a viable option due to elevations. Re-lining existing line may be sufficient and provides value as it is old and runs under James Lemos pool deck.
- WWC-003 – Pipe is in typical condition for 50-year-old clay pipe. Could stand to be lined, but not significantly worse condition than numerous other locations.
- WWC-004 – Installing 2 new sewer mains and re-routing all the private laterals may not be realistic. However, pipe is in poor condition and re-lining is needed.
- WWC-005 – CCTV video shows that pipe may have additional damage due to an Accessory Dwelling Unit built directly above it. Further investigation is required.
- WWC-007 – Don't see the necessity of upsizing the upstream portion of the pipe from MH330 to MH327, and MH327 to MH324 is already 8". MH324 to MH320 is damaged at various locations and upsizing to 10" while replacing has value.
- WWC-009 – Pipe should be re-lined with a manhole added at West 4th St for access.
- WWC-013 – CCTV footage shot on 3/17/25 indicates that the pipe is in relatively decent condition. The location of this main is not ideal, but there are no conditions that pose any immediate concerns.
- WWC-014 – Not enough use from the Clocktower or Jefferson Mansion to warrant assessment recommendation.
- WWC-015 – Due to the location of the schools' restrooms, the line cannot be completely removed from under school playing fields, which is the primary concern of the condition assessment. Re-routing it all requires a significantly larger project.
- WWC-017 – Don't see the value in increasing one section of pipe. Going from 8" to 12" back to 8".

- WWC-021 – This pipe is going to be re-lined as part of the Shoreline Stabilization Project
- WWC-023 – This project would have value however, the Cleanout Installation project in the Proposed Project section is significantly more urgent, more feasible, and lessens the urgency for this project.

Proposed Projects to be Added

- Bayshore Rd 8" Crossover Abandonment

  Permanently abandon the crossovers that connect the unused 8" force main to the active 12" force main on Bayshore Rd.

- Cleanout Installation on Bayshore Rd 12"/14" Force Main
  - Install multiple cleanouts/access points on 1.5 mile long 12"/14" force main from Park/Industrial lift station to the Port of Benicia. As currently constructed, if there is a blockage or some other issue in this sewer main, there is no way to access it, or even identify where the issue is.

Appendix F

SSMP Audit

Sewer System Management Plan Audit Report

Calendar Years 2022 – 2024
Adapted from format developed by BACWA

Name of agency	*City of Benicia*
CIWQS CS Name	*Benicia City CS*
WDID	*2SSO10095*
Date of audit	*January 8, 2025*
Reporting Period	*Calendar years 2022-2024*
Audit Team	*Ray Goebel, P.E. (EOA, Inc.)* *John Gant (Public Works Maintenance Superintendent)* *Carrie Wenslawski (Public Works Management Analyst)* *Marc Bautista (Water Quality Supervisor)* *Andy Morris (WWTP Superintendent)*
System Overview	
Miles of gravity sewer mains	*148**
Miles of force mains	*5*
Total miles of all sewer lines	*153*
Number of pump stations	*23*
Miles of private sewer mains, excl. laterals	*0*
Miles of private sewer laterals	*~80*
Population served	*~26,000*
Current average monthly single family residential sewer rate, based on 12 ccf of water used	*$101.81 (2024)* *$104.92 (2025)*

*Previously listed as 145 miles. Revised in 2020 to 148 based on more accurate information.

This audit includes information regarding the status and implementation of the SSMP for calendar years 2022 through 2024.[1] Annual spill statistics through calendar year 2024 are presented in Table 1, with selected statistics also shown graphically in Figure 1. Audit team comments for particular sections (or subsections) are indicated in italics. Underlined items reflect action items.

Directions: Circle YES or NO for each question. If NO is answered for any question, describe the updates/changes needed and the timeline to complete those changes. Include discussion for YES responses as appropriate.

Note: The SSMP was last updated in 2020, and the update approved by the Benicia City Council on November 17, 2020 (Resolution 20-137). An audit for CY 2020-2021 was conducted on March 17, 2022. However, because it was anticipated that the Statewide General Order for Sanitary Sewer Systems (General Order) was impending, needed SSMP updates identified through that audit were deferred until the General Order was re-issued, since it was anticipated that General Order would contain new requirements that would trigger the need for updating both the content and format of the SSMP. The next SSMP update (2025 update) will be completed, approved by the City Council, and submitted by the 8/2/2025 due date. The update will include items identified in the 2022 audit and this audit.

[1] The 3-yr audit period technically ended in August 2024. However, this audit covers through the end of 2024.

The 2025 SSMP update will utilize a different overall format. Although the required elements and most of the content will remain, the new format will not utilize a Public Works Memoranda to introduce each section's content. Such a change will streamline the process for future SSMP updates. Additional section subheadings will be added to conform with the new General Order.

The titles and order of headings below is based on the current General Order WQO-2022-0013-DWQ).

1. GOALS & INTRODUCTION

- Are the goals stated in the SSMP still appropriate and accurate? **YES / NO**
- Are other required items of this element incorporated into Section 1 **YES / NO**

The new General Order calls for additional information to be included in this section. The following will be added:

- *Regulatory Context*
- *SSMP Update Schedule*
- *Structures for Diverting Stormwater to the SSS: (There are no such structures in the Cit's system).*
- *Data Management Systems: Information on Data Management systems that appear in other sections of the SSMP and will be described in this section.*
- *Unique conditions/challenges: (No particularly unique challenges were identified during the Audit).*

2. ORGANIZATION

- Is the SSMP up-to-date with agency organization and staffing contact information? **YES / NO**

Organization and contact information for the City's Public Works Maintenance and Wastewater Operations Divisions is included in SSMP Section 2. In the 2025 update, the organization chart will be updated with the current (January 2025) version. The updated chart includes the new position of GIS Coordinator, who is part of the City's Finance Department. A description of the Field Utilities Division Supervisor responsibilities will be added to the text. A description of the chain-of-command for reporting spills will also be added. A separate table will be added that lists the primary and backup LROs.

3. LEGAL AUTHORITY

- Does the SSMP contain up-to-date information about your agency's legal authority? **YES / NO**
- Does your agency have sufficient legal authority to control sewer use and maintenance? **YES / NO**

SSMP Section 3 has a summary table of legal authorities and relevant excerpts from the Benicia Municipal Code. The excerpted sections were checked to ensure that all references were current. The City's legal authority for control of FOG is consistent with the City's current FOG control program. A statement will be added to Section 3 regarding easement accessibility agreements.

4. OPERATION AND MAINTENANCE PROGRAM (formerly MEASURES AND ACTIVITIES)

A. COLLECTION SYSTEM MAPS

- Does the SSMP contain up-to-date information about your agency's maps? **(YES) / NO**
- Are your agency's collection system maps complete, up-to-date, and sufficiently detailed? **(YES) / NO**

The utility map system was originally based on CAD drawings. The CAD-based maps were updated in 2008, with revised pages bound into the map books in 2010. These are carried in Maintenance crew trucks. The City has transitioned its utility maps to a Geographic Information System (GIS)-based map system, which is hosted and maintained by an outside contractor (ID Modelling), and which is linked to the City's NEXGEN computerized maintenance management system (CMMS).[2] Necessary map corrections and updates are tracked by the Public Works Maintenance Superintendent and collection System Maintenance Supervisor and forwarded to the City's GIS Coordinator for updating the GIS files. These maps and related information from NEXGEN are available to Maintenance crew in the field via their mobile tablet computers. Although the CAD-based system map and example block map in the SSMP are still accurate, the City plans to replace both with GIS-based maps for improved readability. The SSMP will also make reference to new General Order requirement for submittal of a Boundary Map.

B. PREVENTATIVE OPERATION AND MAINTENANCE ACTIVITIES (Formerly PRIORITIZED OPERATION AND MAINTENANCE)

- Does the SSMP contain up-to-date information about your agency's preventive maintenance activities? **(YES) / NO**
- Considering the information in Tables 1 – 3, are your agency's preventive maintenance activities sufficient and effective in reducing and preventing spills and blockages? **(YES) / NO**

In addition to targeted cleaning of certain areas that are known to be sources or potential sources of spills, the City also conducts "top-down" cleaning of the entire collection system on an approximate 3-year cycle. (During 2020 and 2021, The Covid-19 epidemic impacted sewer line cleaning activities because of the need to reduce worker-to-worker exposure and isolate individuals who may have

[2] In January 2025, the City will complete the transition from use of the Sedaru CMMS application (which is no longer supported by the vendor) to NEXGEN, a CMMS that is currently in use by the City's wastewater treatment plant and the water utility.

been exposed from others. This impact was typical across Bay Area collections system agencies).

The maintenance crew now uses iPads linked to the NEXGEN CMMS in the field. This change has rendered most of the hard copy forms and spreadsheet logs/reports that are included in SSMP Section 4 obsolete, although these records are still available in Maintenance Division files. The equivalent information can now be generated as-needed from the CMMS for any time period of interest.

Lift station inspections are conducted by WWTP staff. Inspections are done weekly, but only the more comprehensive semi-annual and annual inspections are tracked in the WWTP's CMMS (also NEXGEN). The next SSMP revision will eliminate the obsolete forms/logs or clarify their current status and include additional screen shots or example print-outs of reports generated from NEXGEN, including examples for the lift stations. A preliminary listing of the new forms and other content has been generated.

Overall, the number of spills is trending downward, as indicated in Table 1 and Figure 1. However, several large spills in 2021 and 2023 increased the total annual volumes cited in the table and figure. Significant year-to-year variability can always still be expected within the overall trends.

The spills related to bypass pumping that occurred in December 2022 and January 2023 are primarily responsible for the increase in volume in those years and warrant discussion. A pipeline replacement/upsizing project initiated in April 2022 and was subject to various delays. Bypass pumping associated with those was not designed to accommodate the very high wet weather flows that were experienced, and site constraints prevented upsizing bypass pumping capacity. The City became aware of this and maintained close watch during storm events. The ultimate solution was to complete the project as quickly as possible. The City believes these spills were the result of an unusual situation and do not reflect deficiencies in the O&M program. The decline in FOG-related and root-related spills over the years indicates that maintenance cleaning efforts have been very effective in reducing or preventing spills from these "preventable" causes.

C. REHABILITATION AND REPLACEMENT PLAN, INSPECTIONS AND CONDITION ASSESSMENT

- Does the SSMP contain up-to-date information about your agency's inspections and condition assessment? **(YES) / NO**
- Are your agency's scheduled inspections and condition assessment system effective in locating, identifying, and addressing deficiencies? **(YES) / NO**

The results of earlier condition assessment studies are incorporated into the Capital Improvements budgets that are part of the SSMP. The most recent assessments are documented in the 2020 Wastewater Master Plan described below. The City also uses information from inspections conducted during maintenance activities to identify problems/deficiencies.

The June 2020 Wastewater Master Plan and Major Facility Condition Assessment included a condition and risk assessment component that identified 23 potential CIP projects for the collection system and specific recommendations for rehabilitation or corrective maintenance work for each of the 23 lift stations. Current planned CIP projects are listed below in Table 4 of Section 8. The Master Plan's Executive Summary is available on the City's web site through this link.

The City purchased a CCTV truck in 2016 (the City formerly used an outside contractor for CCTV work). CCTV video is managed using the IT Pipes software and stored on City server. The software includes PACP ratings. CCTV inspections were conducted in 2022-2024, with footages inspected returning to their "pre-Covid" levels. An example IT Pipes screen shot is included in SSMP Section 4.

In addition to the CCTV truck, the maintenance crew also has a small "push camera" that is used for troubleshooting during maintenance activities.

D. TRAINING

- Does the SSMP contain up-to-date information about your agency's training expectations and programs? **YES / NO**
- Do supervisors believe that their staff is sufficiently trained? **YES / NO**
- Are staff satisfied with the training opportunities and support offered to them? **YES / NO**

Training is an ongoing activity as documented in the SSMP. Refresher training of collection crew, supervisors, and stand-by personnel for spill volume estimation will be conducted in mid-January 2025 by DKF Solutions Group, who developed the original SERP and updated it in 2023. (Although Maintenance staff are trained in spill volume estimating methods, for consistency in reporting, spill volume estimates are normally done by the Maintenance Supervisor or the Maintenance Superintendent). The City also plans to conduct refresher training on the remainder of the SSMP in 2025

WWTP laboratory staff previously provided formal training in spill sample collection for the Maintenance crew and annually checks its spill sampling kits. The City's current procedure calls for laboratory staff to conduct spill sampling when needed. Maintenance staff are aware of when sampling is required but will not perform the actual sampling or receive future training in sample collection.

The City also puts a major emphasis on safety training and has developed a Safety Program with assistance of an outside contractor (Du-All Safety). Currently, Du-All conducts almost all formal safety training.

Finally, the City emphasizes the importance of CWEA certification, and the number of certifications among the Public Works Maintenance crew has increased.

E. CONTINGENCY EQUIPMENT AND REPLACEMENT INVENTORIES

- Does the SSMP contain up-to-date information about equipment and replacement inventories? **YES / NO**
- Are contingency equipment and replacement parts sufficient to respond to emergencies and properly conduct regular maintenance? **YES / NO**

The spare parts inventory was reviewed as part of the audit and was determined to be current, with only one minor correction needed.

F. RESOURCES AND BUDGET

Note: the following questions regarding resources and budget do not correspond directly to a requirement in the current General Order but are relevant to this element.

- Does the SSMP contain up-to-date information about your agency's resources and budget? **YES / NO**
- Are your agency's resources and budget sufficient to support effective sewer system management? **YES / NO**
- Do your agency's planning efforts support long-term goals? **YES / NO**

The Wastewater Division's administration, operation, maintenance, and replacement functions are funded through bi-monthly wastewater charges. Residential units are charged a fixed rate per bi-monthly bill and a volumetric charge based on metered water use capped at 18 hundred cubic feet per bi-monthly bill. Non-residential customers pay fixed bi-monthly service charges based on meter size and a volume charge based on low, medium, or high strength. On November 16, 2021, City Council approved 5-year water and wastewater rate increases. The rate increases are needed to fund basic operations, ensure adequate funding for maintenance of aging equipment and infrastructure, and provide funding for the City's highest priority wastewater system capital improvement needs. The wastewater rate increases are approximately 3% each year over a five-year period. The first increase was effective January 1, 2022, with annual increases each January 1 thereafter, through calendar year 2026. The updated Wastewater Rate Schedule will be added to the 2025 SSMP update.

5. DESIGN AND CONSTRUCTION STANDARDS

- Does the SSMP contain up-to-date information about your agency's design and construction standards? **YES / NO**
- Are design and construction standards, as well as standards for inspection and testing of new and rehabilitated facilities sufficiently comprehensive and up-to-date? **YES / NO**

The SSMP's Section 5 has a copy of the City's Engineering Design Standards and Standard Plans that apply to collection system components in Public Works projects. The standards have not been recently updated but continue to reflect the City's requirements. A particular construction project design may incorporate different construction details if approved by the City's Engineering Group.

Section 13.60 of the City's Ordinance Code requires that "The building sewer and lateral sewer shall be tested in accordance with city standard specifications". The Public Works Engineering Department does an inspection when a lateral is replaced.

The next SSMP revision should clarify that while the property owner owns a building's upper and lower lateral lines to the main sewer, it is the City's policy that if the property owner installs a right-of-way cleanout and a new lateral using approved materials and with a building permit, the City will assume responsibility for maintaining the lower lateral.

6. SPILL EMERGENCY RESPONSE PLAN

- Does the SSMP contain an up-to-date version of your agency's Overflow Emergency Response Plan? **(YES / NO)**
- Considering the information in Table 1, is the Overflow Emergency Response Plan effective in handling Spills? **(YES / NO)**

The SERP, prepared by DKF Solutions Group, underwent a major updating by DKF in July 2023 to conform with the new General Order. It includes a separate document "Appendix D - Sanitary Sewer Spill Response Workbook" intended to serve as a field guide. A copy of this SERP is included in the SSMP and maintained in the Maintenance Division office. The SERP and its companion Spill Response Workbook address all of the General Order's requirements for spill response and reporting. However, the City does not necessarily use all of the materials and documentation forms that are contained in the Workbook.

The Maintenance Supervisor is typically on-site for spills and takes notes during the response process. These notes form the basis for spill volume estimation and other spill information submitted through CIWQS. The Maintenance crew is also trained in spill volume estimation methods, with the most recent training update conducted in January 2025.

The current SSMP's "SSO Regulatory Notification, Reporting and Record Keeping" document in Section 6 needs updating to reflect the new spill Category 4 and other items associated with the new General Order. Since the updated material is also contained in the current SERP, that document will be condensed. The SERP's Spill Response Workbook, Section B-1 (Regulatory Reporting Guide) provides a good tabular summary of spill reporting requirements that may be replicated in the main body of Section 6.

Table 1 and Figure 1 contain annual summary data for spills that have occurred over the period 2007-2024.

Table 1. Annual Spill Statistics

Indicator	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Number of Spills (total)	27	17	22	10	13	15	14	21	15	13	7	8	12	15	4	6	3	4
Wet season Spills[1]	*	3	6	4	10	8	9	9	9	9	5	5	7	8	1	5	1	3
Dry season Spills[1]	*	14	16	6	3	7	5	12	6	4	2	3	5	1	3	1	2	1
Number of Spills (by cond.at time of SSO)																		
Wet Conditions				0	0	0	0	0	1	3	2	1	1	0	3	3	1	0
Dry Conditions				10	13	15	14	21	14	10	5	7	11	15	1	3	2	4
Number of Spills (by volume range)																		
< 10 gal	12	2	3	1	2	4	0	3	0	1	1	2	1	1	0	0	0	0
10 – 99 gal	8	9	11	5	6	8	10	14	8	6	4	1	6	8	1	4	0	1
100 – 999 gal	3	4	7	4	1	3	4	3	6	4	2	5	4	2	1	1	1	3
1000 – 9999 gal	4	2	1	0	4	0	0	1	0	2	0	0	1	3	2	1	2	1
≥10,000 gal	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0
Total SSO Volume (A)	12,326	7,486	3,264	1,873	7,251	2,625	1,838	3,241	2,029	4,299	1,121	1,130	2,930	59,589	3,709	5,966	13,279	2,310
Volume reaching waters of the State (B)	5,800	425	240	101	4,675[4]	1,275	251	0	576	1,463	850	557	937	50,429	130	4,217	9,075	500
Volume not contained but not reaching waters of the State (A-B-C)	2,806	3,255	0	0	2	100	589	2193	48	127	18	0	175	2	0	92	0	60
Volume recovered (C)	3,720	3,806	1,189	1,772	2,574	1,250	998	1,048	1,405	2,707	253	573	1,818	9,158	3,579	1,657	4,204	1,750
Net volume (total minus recovered) (A-C)	8,606	3,680	2,078	101	4,677	1,375	840	2193	624	1592	868	557	1,112	50,431	130	4,309	9,075	560
Number of Spills per 100 miles of sewer/year[2]	18.0	11.3	14.7	6.67	8.67	10	9.33	14.0	10	11.5	4.7	5.3	8.0	10.0	2.7	4.0	2.0	2.7
Volume of Spills per 100 miles of sewer/year[2]	8,217	4,991	2,178	1,249	4,834	1,750	1,225	2,161	1,353	2,866	747	753	1,953	39,726	2,473	3,977	8,853	1,540
Total Volume conveyed to the plant (mil gal)	865	830	806	837	920	841	738	799	692	739	878	719	820	642	655	666.63	926.7	839.3
Total volume SSO / Total volume conveyed, gallons / million gallons	14.2	9.0	4.0	2.4	7.88	3.1	2.5	4.1	2.9.3	5.8	1.3	1.6	3.6	92.82	5.66	8.95	14.33	2.75
Number of SSO (by cause)																		
Blockages																		
Roots	8	7	6	4	7	3	4	6	7	8	2	6	3	1	1	1	2	2
Grease	5	3	2	2		2	2	4		1	1		3			0		1
Debris - General	4	4	5		4	7	4	3	2				1	6	1	1		
Debris - Construction (added 2014)								2								0		
Debris - Rags (added 2014)								1	5	1		1	2	2		0		
Debris from Laterals				2												1		
Other (added 2014)								1[5]			1	1[5]	1	5	1	1		
Multiple causes		1														0		
Infrastructure failure	3	1	9	1	1	2	2	4	1	3	3		2	1		0		1
Inflow & Infiltration					1[4]													
Electrical Power Failure																		
Flow Capacity Deficiency															1			

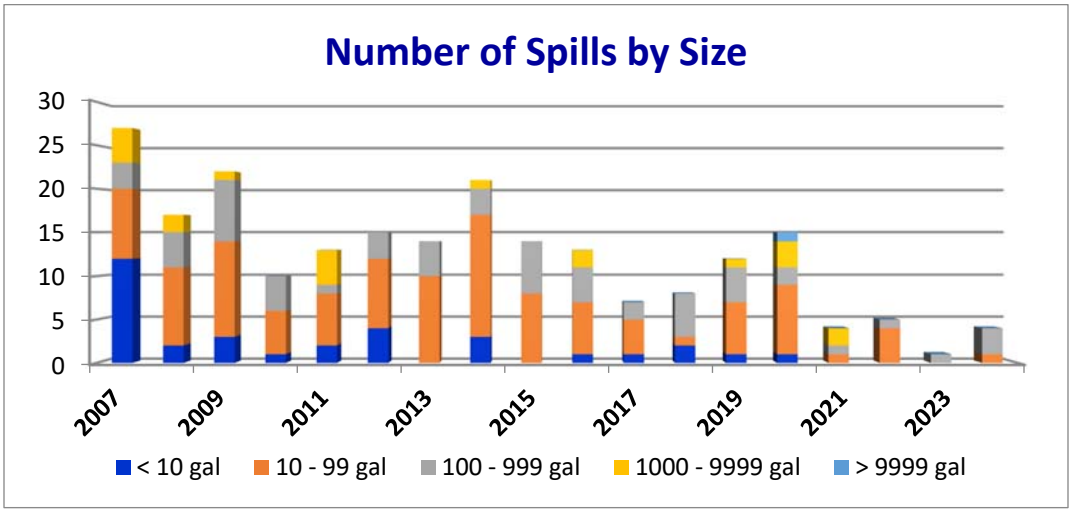
Indicator	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Natural Disaster																		
Bypass																2	1	
Cause Unknown	7	1		1	1	1	2											
Average Emergency Response Time, minutes[3]																		
Business Hours	*	*	*	*		11.8	8.5	25	13.3	11.2	5.8	10.1	N/A	9.5	17.5	2.5	17.7	15.5
Non-business hours	*	*	*	*		21.3	25	30.8	20	28.3	30	10.5	45	12.9	52.5	6.3	N/A	N/A
Number of locations with multiple Spills	*	0	1	0	0	0	1	0	1	0	0	0	0	0	0	0	0	0
Maintenance Activities																		
Footage Cleaned (linear feet)[6]			107,767	103,633	87,314	97,949	107,491	116,147	113,625	109,430	115,088	99,171	99,171	99,171	99,171	99,000	99,000	99,000
Top-down Cleaning (linear feet)[6]										111,028	55,809	70,893	0	5,712	16,148	55,000	55,000	55,000
Targeted Cleaning – added 2018 (LF)[6]												7,648	12,772	5,253	5,846	see note	see note	see note
Televised Inspection (number through 2017, LF 2018-2019)	*	*	43	45	42	47	56	62	51	54	159	45,686	40,030	15,001	25,760	55,000	55,000	55,000
Manholes Repaired (number)			4	2	3	3	2	1	9	18	1	0	0	0	0	0	1	0

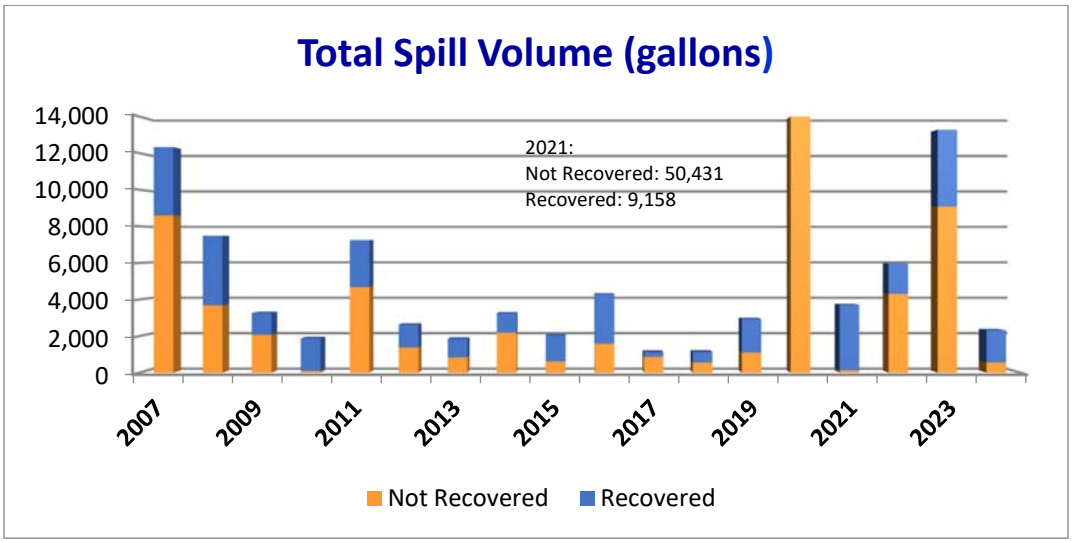
Notes for Table 1:

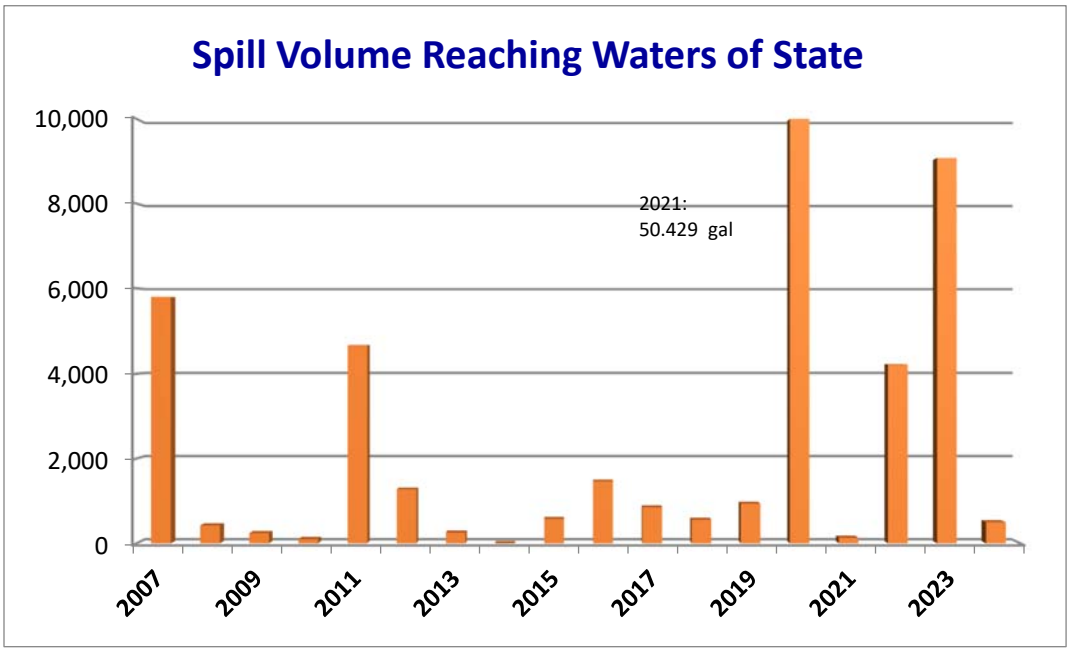
1. Wet season defined as Nov-April, dry season May-Oct. This seasonal categorization does not necessarily reflect weather or flow conditions at the time of the spill, which is indicated in the "by conditions" rows.
2. 2007 statistics revised in Sept version 2009 to reflect corrected total miles of sewer lines (150 mi)
3. From time spill notification received by PW Maintenance Division
4. Of this total, 2200 gallons is attributed to an SSO that was caused by a potable water main brake that resulted in potable water entering a sewer manhole, exceeding the capacity of the sewer line. In CIWQS, the cause of this SSO is identified a I&I (inflow). The estimate for spill volume that reached waters of the state included both sewage and potable water.
5. SSO caused by Collection System maintenance activity.
6. Footage cleaned refers to biannual and quarterly maintenance cleanings of specific problem areas. Top-down cleaning refers to cleaning of the entire system done in conjunction with CCTV. Targeted cleaning eliminated as a separate category in 2022.

* Raw data is available on field log sheets but cannot easily be compiled for this summary. Summary data for these metrics will be more accessible in the future upon implementation of a computerized maintenance management system.

Figure 1. Spill Statistics







7. BLOCKAGE CONTROL PLAN

- Does the SSMP contain up-to-date information about your agency's Blockage and program? **YES / NO**
- Considering the information in Table 2, is the current FOG program effective in documenting and controlling FOG sources? **YES / NO**

The City's activities related to minimizing blockages are described in Section 4, with cleaning and CCTV footages listed in Table 1. As indicated in Table 1, spills over the period of 2022-2024 were attributed to a variety of causes, with the greatest number attributed to root intrusion. The locations of these spills were added to the list of locations for more frequent cleaning.

Table 2. FOG Control Statistics

	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Number of Spills caused or partially influenced by FOG	5	3	2	2	0	2	2	4	0	1	1	0	3	0	0	0	0	1
Number of FOG inspections completed	N/A	5	16[1]	28	12	37	42	89	42	12	55[2]	36	21	2	7	22	19	18

[1] Includes 12 restaurant inspections and 16 oil/water separator inspection.
[2] Includes re-inspections

The City's Sewer Pipe Blockage Control Program (SPBC), previously referred to as the FOG Program, continues to emphasize the importance of enhanced maintenance activities in areas with higher concentrations of restaurants and businesses that could contribute to sewer pipe blockage issues. These enhanced maintenance activities include increased use of CCTV in areas known for FOG accumulation and a higher frequency of cleaning for city infrastructure, such as pump stations and sections of the collection system that are more likely to experience FOG buildup, particularly in the historic downtown area. The City maintains a list of targeted cleaning areas and periodically evaluates the cleaning frequencies for those locations. Maintenance crews also provide input to the Water Quality Division staff if new areas of concern are identified or if maintenance frequencies should be reassessed.

In 2024, there was one reported Sanitary Sewer Overflow (SSO) attributed to Fats, Oils, and Grease (FOG). No FOG-related SSOs were reported in 2022 or 2023. Water Quality staff met with the facility involved and discovered that the business owner had allowed kitchen wash water and waste to enter an external storm drain. During the investigation, it was recommended that the facility replace its existing grease interceptor and provide additional training for staff on FOG and stormwater pollution prevention. Additionally, the facility has been added to the annual inspection list for the Stormwater Pollution Control Program (SPPCP).

In 2023, the Water Quality Division reorganized the Water Quality Technician position and cross-trained staff to ensure that more employees could conduct pretreatment and SPBC inspections. Additionally, an extra Water Quality Technician was hired in 2024.

8. SYSTEM EVALUATION CAPACITY ASSURANCE AND CAPITAL IMPROVEMENTS

Table 3. Spills Caused by Hydraulic Limitations

	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Number of Spills caused by capacity limitations	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**1**	**0**	**0**	**0**	**0**

- Does the SSMP contain up-to-date information about your agency's capacity assessment? **YES / NO**
- Has your agency completed a capacity assessment and identified and addressed any hydraulic deficiencies in the system? **YES / NO**

The SSMP includes two documents related to capacity assessment:

1) *July 2011 Master Plan Executive Summary (Section VIII)*
2) *September 2000 I/I Improvements Project Master Plan Executive Summary (Section VII))*

Add an additional reference to the June 2020 Wastewater Facility Master Plan Update and Major Facility Condition Assessment. The 100-page Executive Summary of that document can be incorporated into the SSMP through a link to the copy on the Public Works Department web page. Note that the 2011 Master Plan is still relevant in that it included results from collection system modelling, and the 2020 Master Plan stated that the various flow scenarios used for that 2011 modelling effort were still representative. The 2020 Master Plan therefore used the results from the earlier effort in its analysis of future capacity needs.

All potential hydraulic deficiencies have not yet been addressed through capital projects, but have been identified and prioritized in the 2011 and 2020 Master Plan documents for inclusion in future capital projects. Several of the projects in the 2011 document related to expected increases in flow from development in the Benicia Industrial Park that has not occurred. Others have been incorporated into the CIP budgets. Referring to Table 3, it is evident that hydraulic deficiencies are not a significant contributor to spills, largely due to capacity-related improvements implemented prior to 2007. The capacity-related spill that occurred in 2021 was associated with the extreme storm even of October 2021, which has been characterized as 50-100 year event. The spills that occurred on December 31, 2022 and January 29, 2023 were attributed to high flows during

storm events but were the result of insufficient bypass pumping capacity rather than capacity limitation of the underlying main lines.

Table 4 summarizes planned collection system CIP projects. The projects, identified in the 2020 Wastewater Facility Master Plan Update and Major Facility Condition Assessment, have not been formally adopted into a CIP budget, but adoption is expected.

Table 4. Planned CIP Projects

Project Name	Estimated Cost
Annual Sewer Rehabilitation	$830,000
West H Shoreline Stabilization	$ 1,706,750
E. 7th St to WWTP Headworks Sewer Replacement	$ 3,379,333
Jackson Street Drain Inlet Improvements	$ 428,200
Bayshore Road Force Main Sanitary Sewer Crossovers	$ 694,000

Lift Station Upgrades have been incorporated into a large series of projects, which are described in the Master Plan Executive Summary.

9. MONITORING, MEASUREMENT, AND PROGRAM MODIFICATIONS

- Does the SSMP contain up-to-date information about your agency's data collection and organization? **YES / NO**
- Is your agency's data collection and organization sufficient to evaluate the effectiveness of your SSMP? **YES / NO**

The SSMP includes examples of forms used to document field activities. It also includes a table of SSMP performance indicators that are tracked to assess the effectiveness of SSMP over the years (see Table 1 and Figure 1 of this audit). Field data collection is now done on iPads, with data then transferred to the CMMS. The City believes the current methods do provide the information needed to evaluate SSMP effectiveness.

10. INTERNAL AUDITS

- Will the SSMP Audit be conducted a minimum of every three years and included in the SSMP? **YES / NO**

The SSMP audit was historically conducted every two years, but is now on a three-year cycle, consistent with the new General Order. The audit report will be incorporated into the SSMP and posted on the City's web site

11. COMMUNICATION PROGRAM

- Does the SSMP contain up-to-date information about your agency's public outreach activities? **(YES) / NO**
- Does the SSMP contain up-to-date information about your agency's communications with satellite and tributary agencies? **(YES)/ NO**
- Has your agency effectively communicated with the public and other agencies about the SSMP, and addressed feedback? **(YES) / NO**

The entire SSMP and related documents, including this audit, is posted on the City's web site, along with information for contacting City staff. The web site can be accessed at this link or by typing "Benicia SSMP" in any search engine.

The 2020 update of the SSMP was re-certified by the City Council on November 24, 2020. A copy of the Council resolution is included in the SSMP. The next (2025) certification will also be posted.

Information on spills, including an interactive reports and an spill incident map are available on the State Water Board's web site at: https://www.waterboards.ca.gov/water_issues/programs/ciwqs/publicreports.html#sso Note that generating an Interactive Spill Report, it is only necessary to enter the Sanitary Sewer System name (Benicia City CS), the Sanitary Sewer System Agency Name (Benicia City) or the WDID number (2SSO10095) in order to identify the City of Benicia.

The City's public outreach efforts for FOG control is described in Section 8 above.

The Communication Program is a relatively modest effort that reflects what City staff can realistically achieve in the area of public outreach and education (and the frequency of these activities), given available resources and priorities.

Appendix G

City Council Resolutions Related to the SSMP

1. Resolution No. 08-05 Approval By City Council to Develop and Implement a Sewer System Management Plan
2. Resolution No. 09-69 Approval of the 2009 SSMP
3. Resolution No. 15-94 Approval of the 2014 SSMP Update
4. Resolution No. 20-137 Approval of the 2020 SSMP Update

FILE
SSXP

RESOLUTION NO. 08-05

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA APPROVING THE IMPLEMENTATION OF A SEWER SYSTEM MANAGEMENT PLAN IN ACCORDANCE WITH THE REQUIREMENTS OF THE STATE AND REGIONAL WATER QUALITY CONTROL BOARDS

WHEREAS, the City of Benicia, along with all public entities that own or operate sanitary sewer systems, is required by State Water Resources Control Board (SWRCB) Order No. 2006-0003–DWQ to develop and implement a Sewer System Management Plan in accordance with implementation schedules mandated by the State and Regional Water Boards; and

WHEREAS, the City Council supports and endorses the formalization of policies and procedures intended to properly manage, operate and maintain all parts of the sanitary sewer system to help reduce and prevent sanitary sewer overflows.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Benicia hereby approves the implementation of a Sewer System Management Plan in accordance with the requirements of the state and regional water quality control boards.

* * * * *

On motion of Council Member **Schwartzman**, seconded by Council Member **Ioakimedes**, the above Resolution was introduced and passed by the City Council of the City of Benicia at a regular meeting of said Council held on the 5th day of February, 2008, and adopted by the following vote:

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

Noes: **None**

Absent: **None**

Elizabeth Patterson, Mayor

Attest:

Lisa Wolfe, City Clerk

RESOLUTION NO. 09-69

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA APPROVING THE 2009 BENICIA SEWER SYSTEM MANAGEMENT PLAN IN ACCORDANCE WITH THE REQUIREMENTS OF THE STATE AND REGIONAL WATER QUALITY CONTROL BOARDS

WHEREAS, the City of Benicia, along with all public entities that own or operate sanitary sewer systems, is required by State Water Resources Control Board (SWRCB) Order No. 2006-0003–DWQ to develop and implement a Sewer System Management Plan in accordance with implementation schedules mandated by the State and Regional Water Boards; and

WHEREAS, the City Council supports and endorses the formalization of policies and procedures intended to properly manage, operate and maintain all parts of the sanitary sewer system to help reduce and prevent sanitary sewer overflows.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Benicia hereby approves the 2009 Benicia Sewer System Management Plan in accordance with the requirements of the State and Regional Water Quality Control Boards.

* * * * *

On motion of Council Member **Schwartzman**, seconded by Council Member **Hughes**, the above Resolution was introduced and passed by the City Council of the City of Benicia at a regular meeting of said Council held on the 21st day of July 2009, and adopted by the following vote:

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

Noes: **None**

Absent: **None**

Elizabeth Patterson, Mayor

Attest:

Lisa Wolfe, City Clerk

RESOLUTION NO. 15- 94

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA APPROVING THE 2014 UPDATE OF THE CITY'S SEWER SYSTEM MANAGEMENT PLAN IN ACCORDANCE WITH THE REQUIREMENTS OF THE STATE AND REGIONAL WATER QUALITY CONTROL BOARDS

WHEREAS, the City of Benicia, along with all public entities that own or operate sanitary sewer systems, is required by State Water Resources Control Board (SWRCB) Order No. 2006-0003-DWQ to develop and implement a Sewer System Management Plan (SSMP) in accordance with implementation schedules mandated by the State and Regional Water Boards; and

WHEREAS, the SSMP must be updated every five years and re-certified by the City's governing board when significant updates are made; and

WHEREAS, the SSMP has undergone periodic minor updating since the original SSMP was approved in 2009, with more significant updates made in 2014 to reflect revisions to the Monitoring and Reporting Program of Order No. 2006-0003-DWQ and other changes in the City's program for operation and maintenance of its sanitary sewer system; and

WHEREAS, the City Council supports and endorses the formalization of policies and procedures intended to properly manage, operate and maintain all parts of the sanitary sewer system to help reduce and prevent sanitary sewer overflows.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Benicia hereby approves the 2014 update of the City's Sewer System Management Plan in accordance with the requirements of the State and Regional Water Quality Control Boards.

*****

On motion of Council Member **Schwartzman**, and seconded by Council Member **Hughes**, the above Resolution was introduced and passed by the City Council of the City of Benicia at a regular meeting of said Council held on the 1st day of September, 2015, and adopted by the following vote.

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

Noes: **None**

Absent: **Council Member Strawbridge**

Elizabeth Patterson, Mayor

Attest:

Lisa Wolfe, City Clerk

9-10-15

Date

RESOLUTION NO. 20- 137

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA APPROVING THE 2020 UPDATE OF THE CITY'S SEWER SYSTEM MANAGEMENT PLAN, IN ACCORDANCE WITH THE REQUIREMENTS OF THE SWRCB AND RWQCB

WHEREAS, the City of Benicia, along with all public entities that own or operate sanitary sewer systems, is required by State Water Resources Control Board (SWRCB) Order No. 2006-0003-DWQ to develop and implement a Sewer System Management Plan (SSMP) in accordance with implementation schedules mandated by the SWRCB and the San Francisco Bay Regional Water Quality Control Board (RWQCB); and

WHEREAS, the SSMP must be updated every five years and re-certified by the City's governing board when significant updates are made; and

WHEREAS, the SSMP has undergone periodic minor updating since the original SSMP was approved in 2009, with more significant updates made in 2014 to reflect revisions to the Monitoring and Reporting Program of Order No. 2006-0003-DWQ and other changes in the City's program for operation and maintenance of its sanitary sewer system; and

WHEREAS, additional incremental SSMP updates were made in 2016, 2019, and 2020, and

WHEREAS, the City Council supports and endorses the formalization of policies and procedures intended to properly manage, operate and maintain all parts of the sanitary sewer system to help reduce and prevent sanitary sewer overflows.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Benicia hereby approves the 2020 update of the City's Sewer System Management Plan, in accordance with the requirements of the SWRCB and RWQCB.

*****

On motion of Council Member **Largaespada**, seconded by Council Member **Strawbridge**, the above Resolution was adopted by the City Council of the City of Benicia at a regular meeting of said Council held on the 17th day of November, 2020 by the following vote:

Ayes: **Council Members Campbell, Largaespada, Strawbridge, Mayor Patterson**

Noes: **None**

Abstain: **None**

Absent: **Council Member Young**

Elizabeth Patterson, Mayor

Attest:

Lisa Wolfe, City Clerk

November 24, 2020
Date

Appendix H

SSMP Update Log

City of Benicia SSMP - Update Log

Date	Approved By	Description
October 2009	JG, NR	• Section IV - Measures and Activities: updated O&M Procedures – Infrastructure Continuous Improvement memorandum; added letter and brochure mailed to local plumbing contractors; added plumber contractor listings • Section VI - Emergency Response Plan: replaced "Sanitary Sewer Overflow and Backup Response Plan" with 2009 Update • SSMP was posted on City web site
November, December 2011	JG, NR, MM	• Section II - Organization: Updated staff contact names & telephone numbers; updated organization chart • Section IV - Measures and Activities: Updated O&M Procedures –Preventive Maintenance memorandum, Training memorandum, Equipment and Replacement Parts memorandum; updated CIP budget; updated Utility Map memorandum and example maps; revised Lift Station Cleaning Schedule and Lift Station log • Section V - Design and Construction Standards: removed Lift Station spec (see Table V.1 for explanation) • Section VI - Emergency Response Plan: updated "Spill & Bypass Reporting procedure. • Section VII –Fog Control Program: updated FOG Control Program description; revised "Hot Spot" list (now referred to as "Watch Areas"); added example Food Handling Facility Discharge Permit; added 2010 California Plumbing Code excerpt • Section VIII – Capacity Management: updated Table VIII-1 Summary table and Capacity Management memorandum to reflect addition of final Wastewater System Master Plan executive summary, and updated CIP Budget information • Section X - SSMP Audits: added example SSMP audit (for CY 2011)
February - April 2014	NR, JG, SS	Completed revisions to conform with Amended Monitoring and Reporting Requirements Order WQ-2013-0058-EXEC and to incorporated other changes and updated information. Key included: • Section I – Updated Table of Contents and added list of SSMP Attachments • Section II – Organization. Updated contact list and organization chart • Section VI – Emergency Response Plan: replaced Spill & Bypass Reporting procedure with new document that reflects amended MRP; removed WWTP spill and bypass reporting requirements, as these requirements are contained in the WWTP NPDES permit Attachments D and G; added SSO Monitoring Plan; updated Section VI introduction to reflect the above changes • Section VII – FOG Control Program: Updated "Watch Areas" list. • Section IX – Monitoring, Measurement and Program Modifications: Attached the most recent SSO annual report. • Section X – SSMP Audit. Revised narrative to indicate a bi-annual audit requirement. Attached the April 2014 SSMP audit • Section XI – Eliminated reference to specific years in SSMP Communication Plan table of activities Changes to SSMP Attachments:

Date	Approved By	Description
		• Deleted "New Reporting Procedures from the Regional Board (RWB May 1, 2008), as these requirements have been superseded. • Deleted "RWQCB Instruction" for SSMP development (RWB September 29, 2006 letter), as these requirements and revised schedule are reflected in Order 2006-003-DWQ • Updated MRP for Order 2006-003-DWQ to July 2013 version • Added "Enrollee's Guide to SSO Database" Table of Contents and link to full document on SWRCB web site • Added RWB October 3, 2012 letter "Discontinuation of Requirements for Annual Reports of Sanitary Sewer Overflows (SSOs), and Annual Sewer System Management Plan (SSMP) Audits" • Consolidated 2006, 2007, 2008 Statements of Compliance (for preparation of SSMP) into a single document on web site • Added SSMP Update Log
September 2016	NR, CW	Minor updates and revisions, including: • Revised/rearranged audit form to conform with order and titles of "Elements" in Statewide Order (formerly organized according to Region 2 template). Added several trend charts to audit report. • Section 6 Emergency Response Plan: Updated ERP to most recent (July 2015) version by DKF Solutions, Inc. • Added City Council Resolution 15-94 approving the 2014 SSMP Update
January 2019	DV, CW	Minor updates and revisions, including: • Cover: Added CIWQS Agency Name and WDID number • Section II Organization: updated PW memorandum that lists staff responsibilities, contact information, and SSMP Organization Chart. • Section III Legal Authority: o Table III-1, added reference to BMC 13.50.090 (relates to slug discharges to collection system) o Undated reference to California Admin. Code Title 24 Part 1 o Attached most recent versions of BMC text for several referenced sections • Section IV Measures and Activities: Updated Table IV-1 and Table IV-2 to reference the most recent tracking tools used to document system assets and O&M activities. Deleted several hard copy forms, added example screen shots of system information and video inspection from CMMS. • Section X SSSMP Program Audits: Updated Table X.1 referencing SSMP audits, attached most recent (2016-2017) audit report
Sept 2020	DV, CW	Minor updates and revisions, including: • Revisions to description of FOG Program to conform with current practices. • Added 2018-2019 Audit report.
June 2025	JG, CW	Overall format of the document was changed to facilitate future editing – no longer using system of Publics Works memoranda with attachments. Some restructuring and addition of subsections to conform with requirements of the new General Order. Section numbers are now numeric rather than Roman numerals. Added hyperlinks to external documents where possible. All appendices have been moved to the end of the document (rather that separate appendices for each section). Changes and updates to specific sections were as follows (Changes to appendices are based on current numbering):

Date	Approved By	Description
June 2025, continued		• Section 1: Added SSMP Plan Update Schedule, expanded asset overview description, added table for number of sewer connections by type (residential, commercial, etc.), updated information on CMMS, added definitions subsections. Replaced system map with version from GIS system. • Section 2: Updated Org Chart, added GIS Coordinator position, revised description for Maintenance Superintendent and Field and Utilities Supervisor, added subsection for Spill Reporting Chain of Command • Section 3: Revised/expanded listing of legal authorities to conform with General Order requirements • Section 4: Updated description of mapping, data management systems, lift station cleaning schedule, training, equipment inventories and plumber outreach. Added discussion of sewer lateral maintenance, added screen shots from CMMS. Deleted hard-copy O&M forms that are no longer used. • Section 5: Minor updating of text, added links to external documents. • Section 6: Updated description of SERP and 2023 SERP update. Added table cross-referencing General Order requirements with SERP subsections. Expanded subsections for notification and reporting. Added notification and reporting summary table. • Section 7: Moved background documents to Appendix D. Updated Table 8 "FOG Watch Areas". • Section 8: Updated section to incorporate discussion of 2020 Master Plan Update and Condition Assessment. Added Figure showing recommended CIP locations. Updated list of current CIP projects. • Section 10: Updated Table 11 with additional information regarding public notification • Appendix A: Replaced SERP with 7-15-23 Update • Appendix B: Added several logs and forms • Appendix E: Documents related to Section 8 (CIP): summary of recommended CIP projects from June 2020 Master Plan Update and Facility Condition Assessment, and 2025 Project Listing Review /prioritization. Provided links to Mater Plan documents on PW web site. • Appendix F: Added 2025 Audit

JG: Jeff Gregory, Wastewater Treatment Plant Superintendent (former), Deputy Public Works Director (current)
NR: Nathaniel Rankin, Public Works Maintenance Superintendent (former)
MM: Melissa Morton, Public Works Director (former)
SS: Steve Salomon, Interim Director of Public Works (former)
DV: Drake Valentine, Public Works Field Utility Supervisor, Acting Public Works Maintenance Superintendent (former)
JG: John Gant, Public Works Maintenance Superintendent (current)
AM: Andy Morris, Interim Public Works Maintenance Superintendent (former), Wastewater Treatment Plant Superintendent (current)
CW: Carrie Wenslawski, Public Works Management Analyst (current)

AGENDA ITEM
CITY COUNCIL MEETING DATE – JULY 15, 2025
CONSENT CALENDAR

TO : City Manager

FROM : Public Works Director

SUBJECT : **APPROVAL OF FIRST AMENDMENT TO AGREEMENT WITH UNITED GLOBAL LOGISTIC HOLDING CORPORATION FOR CITYWIDE CUSTODIAL SERVICES AND A BUDGET AMENDMENT**

EXECUTIVE SUMMARY:

As part of the City's Resiliency Plan to reduce costs and employee count, it is necessary for all custodial services to be contracted out to address the daily needs of all City facilities. Staff is recommending that an amendment to agreement be approved with United Global Logistic Holding Corporation (Contractor) for custodial services.

RECOMMENDATION:

Move to adopt a resolution (Attachment 1) approving a First Amendment to Agreement for custodial services (Attachment 2) to Contractor for fiscal year 2025-2026 and approval of a budget amendment, authorizing the Finance Director to execute the necessary budget amendment, and authorizing the City Manager to execute the agreement on behalf of the City.

BUDGET INFORMATION:

The cost for the original term of the agreement (FY24 & FY25) was $289,432. The cost for the existing and additional sites for Citywide custodial services is $458,780 per year. The proposed amended agreement extends the term to conclude on June 30, 2026. Funding of $290,000 was included in the City's current budget, leaving a shortfall of $168,780. Therefore, a budget amendment is needed to increase expenditure appropriations from the General Fund reserves in the amount of $168,780. These costs were not included in the adopted budget because the Police Department requires custodial staff to have clearance from the Department of Justice and the clearances were not approved before the adoption of the budget.

BACKGROUND:

A Request for Proposal was issued on June 27, 2023. On August 15, 2023, the agreement (Attachment 3) was approved by Council and awarded to Contractor. The contract was initially issued for two years with two, one-year options to extend.

Facilities covered in the original agreement were some City Hall Offices, Senior Center, FRC/IT, James Lemos Swim Center, Library, Public Works Maintenance Division, Fire Station 11, Water Treatment Plant, and Wastewater Treatment Plant.

As part of the City's Resiliency Plan, remaining custodial staff positions were eliminated. The facilities that were serviced by staff needed to be added to the custodial agreement with Contractor to maintain current service levels. The additional facilities added are Finance Office, Human Resources Office, City Manager's Office, Police Department, Parks and Building Maintenance Offices, City Gym, and Clock Tower. The Police Department requires Department of Justice clearance for employees due to sensitive information contained in that department, which escalates the cost for services and makes up nearly half of the cost for the additional sites.

NEXT STEPS:
If Council adopts the resolution, the first amendment to the agreement will be executed and custodial services will continue.

ALTERNATIVE ACTIONS:
If Council does not adopt the resolution, custodial services will be discontinued. Alternatively, Council may direct staff to issue a Request for Proposals process for a new contract which would cause delays in custodial services to facilities.

CEQA Analysis	This action is Categorically Exempt per CEQA Section 2180(b)(9);15300 which applies to any project that has been determined not to have significant effect on the environment and exempt from this division.

ATTACHMENTS:
1. Resolution – First Amendment to Agreement with United Global Logistic Holding Corporation for Citywide Custodial Services
2. First Amendment to Agreement – United Global Logistic Holding Corporation
3. Original Agreement – United Global Logistic Holding Corporation

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

RESOLUTION NO. 25-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA APPROVING A FIRST AMENDMENT TO AGREEMENT WITH UNITED GLOBAL LOGISTIC HOLDING CORPORATION FOR CITYWIDE CUSTODIAL SERVICES AND A BUDGET AMENDMENT

WHEREAS, as part of the City's Resiliency Plan to reduce costs and employee count, it is necessary for all custodial services to be contracted out to address the daily needs of all City facilities; and

WHEREAS, a Request for Proposal was issued on June 27, 2023. On August 15, 2023, the agreement was approved by Council and awarded to Contractor. The contract was initially issued for two years with two, one-year options to extend; and

WHEREAS, adopt a resolution approving a First Amendment to Agreement for custodial services to United Global Logistic Holding Corporation for fiscal year 2025-2026, authorizing the City Manager to execute the agreement on behalf of the City; and

WHEREAS, the cost for the original term of the agreement (FY24 & FY25) was $289,432, and the cost for the existing and additional sites for Citywide custodial services is $458,780 per year extending the term through June 30, 2026; and

WHEREAS, the adopted budget for fiscal year 2026 includes $290,000 for custodial services and a General Fund budget amendment of $168,780 is necessary to increase expense appropriations.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Benicia does hereby approve the First Amendment to Agreement with United Global Logistic Holding Corporation for a not-to-exceed cost of $458,780 for Citywide Custodial Services, authorizing the Finance Director to execute a budget amendment to increase expenditure appropriations in the General Fund by $168,780, and authorizing the City Manager to sign the agreement on behalf of the City.

*****

On motion of Council Member , seconded by Council Member , the above Resolution was adopted by the City Council of the City of Benicia at a regular meeting of said Council held on the 15th day of July 2025 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

_____
Steve Young, Mayor

Attest:

_____
Lisa Wolfe, City Clerk

_____
Date

Docusign Envelope ID: D62E412F-9F2D-4F62-8F70-1713A357B999

Contract ID #23-054A1

FIRST AMENDMENT TO AGREEMENT

This FIRST Amendment of the Agreement, entered into July 15, 2025, by and between the City of Benicia, a municipal corporation (hereinafter "CITY") and United Global Logistic Holding Corp, a Corporation , with its primary office located at 1990 N. California Blvd, 8th Floor, Walnut Creek, CA 94596,
(hereinafter "CONTRACTOR"), is made with reference to the following:

1. Recitals

A. On August 15, 2023, an agreement identified as Contract ID # 23-054 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. Services Being Provided

Services Contractor Agrees to Perform paragraph of the Agreement is modified to include: Custodial Services for Police Department Offices, Finance Offices, City Manager's Offices, Human Resources Offices, Parks & Building Maintenance Offices, Clocktower, and City Gym.

2.3. Compensation

Compensation paragraph of the Agreement is modified to: This contract is being increased in the amount of $458,780, for a new total amount not to exceed $748,212.

2.4. 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 15, 2025.

[SIGNATURES ON THE FOLLOWING PAGE]

Docusign Envelope ID: D62E412F-9F2D-4F62-8F70-1713A357B999

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

"United Global Logistic Holding Corp" By: DocuSigned by: E2024AF4E56B402...

Its: Owner

"City" By: _____

Its: _____

"City Attorney" By: _____

Its: City Attorney

Docusign Envelope ID: D62E412F-9F2D-4F62-8F70-1713A357B999

Exhibits List

A - CUSTODIAL SERVICES ADDITIONS

Docusign Envelope ID: D62E412F-9F2D-4F62-8F70-1713A357B999

Exhibit A

CUSTODIAL SERVICES ADDITIONS

Docusign Envelope ID: D62E412F-9F2D-4F62-8F70-1713A357B999

Additional Custodial Services

LOCATION	STAFF	FREQUENCY	MONTHLY AMOUNT	
			TOTAL $10,800.00 LINE 3-7	3-7 group together on quote not broke down.
FINANCE	2	9-80 M-TH M-FR		
CMO	2	9-80 M-TH M-FR		
CITY GYM	2	9-80 M-TH M-FR		
CLOCKTOWER	2	MON & WED		
HUMAN RESOURCES	2	9-80 M-TH M-FR		
PARKS & BUILDING MAINT.	2	M-WED-FRI	$3,372.00	
POLICE DEPARTMENT	0	M-F	$12,000	Need DOJ cleared staff X3. Hours TBD.
			TOTAL: $26,172.00	Per month

DocuSign Envelope ID: D0E626C4-2A0F-400C-B415-3B18CCF69DF0

DocuSign Envelope ID: ACEA100F-4044-4FB5-93A7-186EC0A21C78

Contract ID # RFP# 23-054

PROFESSIONAL SERVICES AGREEMENT

($50,000 OR MORE)

BETWEEN

CITY OF BENICIA AND

United Global Logistic Holding Corp

This Professional Services Agreement (the "Agreement") is dated August 15, 2023, and is by and between the City of Benicia, a political subdivision of the State of California ("City") and United Global Logistic Holding Corp, a California Corporation, licensed to do business in California, ("Consultant") relating to Custodial Services ("Services").

Recitals

WHEREAS, City wishes to retain Consultant to provide Custodial Services 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:** United Global Logistic Holding Corp

C. **City:** City of Benicia

D. **Project:** Custodial Services, RFP# 23-054

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 August 31, 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 **$289,432** 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:
Theron Jones
Superintendent
City of Benicia
250 East L Street
Benicia, CA 94510
Phone: (707) 746-4226
Email: tjones@ci.benicia.ca.us

Consultant:
Jibri Watkins
Owner
1990 N. California Blvd., 8th Floor, Walnut Creek, CA 94596

Phone: 510-707-9880

Email: contract@ughlcc.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 $289,432 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 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 agree 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 August 15, 2023, by and between United Global Logistic Holding Corp, 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. 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.

2.7. 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.

2.8. 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.

Title: Custodial Services #RFP# 23-054

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

"United Global Logistic Holding Corp"

By: DocuSigned by: E2024AF4E56B402...

Its: Owner

"City"

By: DocuSigned by: Mario Giuliani 9FA31784A98E490...

Its: 8/17/2023

"City Attorney"

By: DocuSigned by: Ben Stock 3294F30F0AD74E3...

Its: City Attorney

COST PROPOSAL

All costs must be submitted on this form and then put in a separate sealed envelope from the Proposal. Type or print legibly. The proposer must submit a price for all items on the *Cost Proposal*. Prices shall be held firm for a period of 90 days.

Consultant Name	United Global Logistic Holding Corp
Address	1990 N. California Blvd 8th Floor
City, State, Zip Code	Walnut Creek, CA. 94596
Primary Contact	Jibri Watkins
E-mail Address	contact@ughlcc.com
Telephone Number	510-707-9880
Signature	Jibri Watkins
Printed Name	Jibri Watkins
Date	07/12/2023

Custodial Services for City Hall

Item No.	Description	Frequency	Unit Price	Annual Cost
1	Offices/Cubicles/Common Areas – Cleaning	Daily	876.00	10,512.00
2	Kitchen – Cleaning	Daily	193.00	2,316.00
3	Quad & Stairways – Cleaning	Daily	32.00	384.00
4	Restrooms – Cleaning	Daily	300.00	3,600.00
5	Drinking Fountains – Cleaning	Daily	42.00	504.00
6	Offices/Cubicles/Common Areas – Additional Cleaning	Weekly	160.00	1920.00
7	Offices/Cubicles/Common Areas – Additional Cleaning	Monthly	81.00	972.00
	TOTAL PRICE			20,208.00

Custodial Services for Senior Center

Item No.	Description	Frequency	Unit Price	Annual Cost
1	Common Areas – Cleaning	Daily	83.00	996.00
2	Office – Cleaning	Daily	644.00	7,728.00
3	Kitchen – Cleaning	Daily	164.00	1,968.00
4	Restrooms – Cleaning	Daily	225.00	2,700.00
5	Drinking Fountains – Cleaning	Daily	36.00	432.00
6	Offices – Additional Cleaning	Weekly	164.00	1,968.00
7	Common Areas – Additional Cleaning	Monthly	83.00	996.00
	TOTAL PRICE			16,788.00

Custodial Services for FRC/IT

Item No.	Description	Frequency	Unit Price	Annual Cost
1	Offices/Training Room/Common Areas – Cleaning	Daily	401.00	4,812.00
2	Offices - Cleaning	Daily	137.00	1,644.00
3	Kitchen – Cleaning	Daily	137.00	1,644.00
4	Stairways – Cleaning	Daily	30.00	360.00
5	Restrooms – Cleaning	Daily	164.00	1,968.00
6	Drinking Fountains – Cleaning	Daily	38.00	456.00
7	Training Room/Common Areas – Additional Cleaning	Weekly	172.00	2,064.00
8	Offices/Common Areas/Restrooms – Additional Cleaning	Monthly	83.00	996.00
	TOTAL PRICE			13,844.00

Custodial Services for James Lemos Swim Center

Item No.	Description	Frequency	Unit Price	Annual Cost
1	Offices/Lobby – Cleaning	Daily	290.00	3,480.00
2	Restrooms/Locker Rooms – Cleaning	Daily	874.00	10,488.00
3	Offices/Lobby – Additional Cleaning	Weekly	90.00	1,080.00
4	Offices/Lobby/Locker Rooms – Additional Cleaning	Monthly	56.00	672.00
	TOTAL PRICE			15,720.00

Custodial Services for the City of Benicia Public Library

Item No.	Description	Frequency	Unit Price	Annual Cost
1	Main Library / Quiet Room / Computer Stations – Cleaning	Daily	1,467.00	17,604.00
2	Main Library / Quiet Room / Computer Stations – Cleaning	Biweekly	485.00	5,820.00
3	Offices / Restrooms – Additional Cleaning	Monthly	300.00	3,600.00
4	Restrooms – Cleaning	Daily	730.00	8,760.00
5	Meeting Rooms and Gallery – Cleaning	Daily	241.00	2,892.00
6	Kitchen / Staff Break Room – Cleaning	Daily	241.00	4,800.00
7	Staff Work Area / Cubicles Area – Additional Cleaning	Daily	400.00	624.00
8	Library Basement –Cleaning	Daily	52.00	624.00
9	Library Basement –Cleaning	Biweekly	52.00	624.00
10	Library Basement –Cleaning	Monthly	52.00	624.00
11	Administrative Offices – Cleaning	Daily	52.00	624.00
12	Drinking Fountains – Cleaning	Daily	38.00	456.00
13	Additional Requirements – Additional Cleaning	Quarterly	957.00	11,484.00
	TOTAL PRICE (FY24 w/ 7 days of service per week)			60,804.00
	TOTAL PRICE (FY25 w/ 6 days of service per week)			

Custodial Services for Corporation Yard

Item No.	Description	Frequency	Unit Price	Annual Cost
1	Offices & Common Areas – Cleaning	Weekly	55.00	660.00
2	Offices – Additional Cleaning	Monthly	88.00	1,056.00
3	Restrooms - Cleaning	Weekly	31.00	372.00
4	Restrooms – Additional Cleaning	Monthly	41.00	492.00
5	Training Room – Cleaning	Weekly	41.00	492.00
	TOTAL PRICE			3,072.00

Custodial Services for Fire Station 11

Item No.	Description	Frequency	Unit Price	Annual Cost
1	General Cleaning – Admin Office Bathroom	Semi-weekly	161.00	1,932.00
2	General Cleaning – Admin Office Area	Semi-weekly	93.00	1,116.00
3	General Cleaning – Lunch & Conference Rooms	Semi-weekly	93.00	1,116.00
4	Additional Cleaning-Admin Office Area	Monthly	11.00	132.00
5	Glass Care – All Windows	Bi-annually (June & December)	6.00	72.00
6	Carpet Cleaning	Bi-annually (June & December)	11.00	132.00
7	Deep Cleaning – Strip & Wax Floors	Bi-annually (June & December)	25.00	300.00
	TOTAL PRICE			4,800.00

Custodial Services for Wastewater Treatment Plant

Item No.	Description	Frequency	Unit Price	Annual Cost
1	Upstairs – Cleaning	Weekly	114.00	1,368.00
2	Breakroom – Cleaning	Weekly	33.00	396.00
3	Restrooms – Cleaning	Weekly	48.00	576.00
4	Downstairs - Cleaning	Weekly	33.00	396.00
5	Blinds & Baseboards	Quarterly		
6	Deep Cleaning	Bi-annually (October & May)	170.00	2,040.00
7	Carpets & Chairs	Annually	19.00	228.00
	TOTAL PRICE			5,184.00

Custodial Services for Water Treatment Plant

Item No.	Description	Frequency	Unit Price	Annual Cost
1	Floor Care – Operations Building	Weekly	101.00	1,212.00
2	General Cleaning – Operations Building	Semi-weekly	101.00	1,212.00
3	Glass Care – Operations Building	Monthly	62.00	744.00
4	Floor Care – Strip & Wax	Bi-annually (July & January)	51.00	612.00
5	Glass Care – All Windows	Bi-annually (October & May)	43.00	516.00
	TOTAL PRICE			4,296.00

AGENDA ITEM
CITY COUNCIL MEETING DATE – JULY 15, 2025
CONSENT CALENDAR

TO : City Manager

FROM : Human Resources Manager

SUBJECT : **APPROVAL OF PUBLICLY AVAILABLE SALARY SCHEDULES**

EXECUTIVE SUMMARY:

California Public Employee's Retirement System (CalPERS) requires the adoption of resolutions duly approving and adopting publicly available pay schedules in accordance with the requirement of the California Code of Regulations (CCR), Title 2, Section 570.5.

RECOMMENDATION:

Adopt a resolution (Attachment 1) approving and adopting publicly available pay schedules (Exhibit A) in accordance with the California Code of Regulations, Title 2, Section 570.5.

BUDGET INFORMATION:

There is no additional budget impact for the Cost-of-Living Adjustments that were approved in 2024 through contract negotiations. Budgetary impacts were previously approved through prior council resolutions. This item is an administrative item to remain compliant with CalPERS.

BACKGROUND:

The City of Benicia contracts with CalPERS to provide retirement benefits for its employees. As a public employer, the City must abide by California law when establishing and reporting compensation for its employees. The CCR Title 2, Section 570.5 provides that each pay schedule meets the following requirements:

1. Has been duly approved and adopted by the employer's governing body in accordance with requirements of applicable public meeting laws; and
2. Identifies the position title for every employee position; and
3. Shows the pay rate for each position; and
4. Indicates the time base for each pay rate.

CalPERS uses the City's pay schedules to determine final compensation and to calculate retirement benefits for the City's employees. Inaccurate pay schedules could negatively impact an employee's final retirement calculation or delay receipt of the

appropriate retirement compensation. The City has been posting salary information on its website for years. To ensure that the City remains compliant with its obligation under Section 570.5, staff will, at a minimum, present pay schedules to the Council to be duly authorized and approved on an annual basis.

NEXT STEPS:
Direct staff to take the necessary steps to finalize and post on the City website the salary schedules in accordance with CalPERS requirements.

ALTERNATIVE ACTIONS:
None

CEQA Analysis	The requested action is exempt from CEQA because it will not result in a direct or indirect physical change in the environment and therefore it is not a project as defined in CEQA Guidelines Section 15378.

ATTACHMENT:
1. Resolution - Salary Schedules
   Exhibit A - Salary Schedules

For more information contact: Kim Imboden, Human Resources Manager
Phone: (707) 746-4205
E-mail: kimboden@ci.benicia.ca.us

RESOLUTION NO. 25-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA ADOPTING PUBLICLY AVAILABLE PAY SCHEDULES IN ACCORDANCE WITH THE REQUIREMENT OF CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 570.5, WHICH INCLUDES REVISED SALARY SCHEDULES FOR THE CITY OF BENICIA JOB CLASSIFICATIONS

WHEREAS, the City of Benicia contracts with the California Public Employee's Retirement System ("CalPERS") to provide retirement benefits for its employees; and

WHEREAS, pursuant to California Code of Regulations, Title 2, Section 570.5, CalPERS requires governing bodies of local agencies contracting with CalPERS to approve and adopt a publicly available pay schedule in accordance with public meeting laws; and

WHEREAS, the pay schedule must identify the position title for every employee position, the pay rate for each position title, and the applicable time base for the pay rate; and

WHEREAS, the pay schedules reflect the minimum wage increase, effective January 1, 2025 for part-time employees, and the June 21, 2025 Cost of Living Adjustments for all full-time employees; and

WHEREAS, the City Council of the City of Benicia desires to approve and adopt the publicly available pay schedules, as outlined in Exhibit A, showing all established employee positions and pay rates, in accordance with the requirement of California Code of Regulations, Title 2, Section 570.5.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Benicia does hereby approve the publicly available salary schedules for the City of Benicia job classifications as outlined in Exhibit A.

*****

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 15th day of July 2025 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

_____
Steve Young, Mayor

Attest:

_____
Lisa Wolfe, City Clerk

_____
Date

Exhibit A
Full Time Salary Schedules
[see next page]

City of Benicia - Full Time Monthly Salary Schedule
For questions, contact Human Resources at (707) 746-4766

Classification Title	Grade	Unit	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5
ACCOUNT CLERK I	A100	BPSEA	6/21/2025	$4,118.86	$4,324.80	$4,541.06	$4,768.10	$5,006.49
ACCOUNT CLERK II	A101	BPSEA	6/21/2025	$4,530.75	$4,757.28	$4,995.14	$5,244.89	$5,507.14
ACCOUNTANT I	B270	BSPA	6/21/2025	$6,506.82	$6,832.16	$7,173.78	$7,532.48	$7,909.08
ACCOUNTANT II	B271	BSPA	6/21/2025	$7,157.51	$7,515.37	$7,891.14	$8,285.70	$8,700.00
ACCOUNTING MANAGER	C105	MID	6/21/2025	$11,176.01	$11,734.79	$12,321.56	$12,937.62	$13,584.50
ACCOUNTING TECHNICIAN	A120	BPSEA	6/21/2025	$5,730.90	$6,017.43	$6,318.31	$6,634.19	$6,965.92
ADMIN CLERK I	A130	BPSEA	6/21/2025	$3,857.96	$4,050.85	$4,253.41	$4,466.08	$4,689.38
ADMIN CLERK II	A131	BPSEA	6/21/2025	$4,244.32	$4,456.55	$4,679.36	$4,913.33	$5,158.99
ADMIN SECRETARY	B100	BSPA	6/21/2025	$5,340.98	$5,608.01	$5,888.43	$6,182.85	$6,491.99
ASSISTANT ENGINEER	B120	BSPA	6/21/2025	$8,710.75	$9,146.28	$9,603.59	$10,083.78	$10,587.95
ASSISTANT PLANNER	B130	BSPA	6/21/2025	$7,026.43	$7,377.76	$7,746.62	$8,133.97	$8,540.66
ASSOCIATE CIVIL ENGINEER	B140	BSPA	6/21/2025	$9,582.84	$10,061.97	$10,565.07	$11,093.33	$11,648.00
ASSOCIATE PLANNER	B150	BSPA	6/21/2025	$7,729.17	$8,115.62	$8,521.42	$8,947.48	$9,394.84
ASST CITY MGR/COMM DEV DIR	E139	SENIOR	6/21/2025	$16,627.72	$17,459.12	$18,332.08	$19,248.68	$20,211.11
BUDGET MANAGER	C115	MID	6/21/2025	$11,176.01	$11,734.79	$12,321.56	$12,937.62	$13,584.50
BUILDING INSPECTION SUPERVISOR	B155	BSPA	6/21/2025	$9,308.14	$9,773.55	$10,262.22	$10,775.33	$11,314.10
BUILDING INSPECTOR I	A140	BPSEA	6/21/2025	$6,265.98	$6,579.30	$6,908.24	$7,253.67	$7,616.34
BUILDING INSPECTOR II	A141	BPSEA	6/21/2025	$6,892.16	$7,236.77	$7,598.60	$7,978.53	$8,377.46
CITY CLERK	N110	ELECT	7/1/2012	$1,078.67				
CITY ENGINEER	C130	MID	6/21/2025	$13,258.57	$13,921.51	$14,617.59	$15,348.45	$16,115.88
CITY MANAGER	G110	CONTRACT	6/21/2024	$19,718.18				
COMMUNITY DEV COORDINATOR	B158	BSPA	6/21/2025	$6,142.13	$6,449.23	$6,771.70	$7,110.28	$7,465.78
COMMUNITY PRESERVATION OFFICER	A145	BPSEA	6/21/2025	$6,708.54	$7,043.97	$7,396.20	$7,765.98	$8,154.29
COMMUNITY SERVICE OFFICER I	I120	BDA	6/21/2025	$5,355.35	$5,623.11	$5,904.27	$6,199.46	$6,509.45
COMMUNITY SERVICE OFFICER II	I121	BDA	6/21/2025	$5,890.53	$6,185.06	$6,494.31	$6,819.04	$7,159.99
COMMUNITY SERVICES DIRECTOR	E145	SENIOR	6/21/2025	$13,594.78	$14,274.52	$14,988.25	$15,737.65	$16,524.54
COUNCIL MEMBER	N120	ELECT	7/1/2012	$393.59				
DEPUTY CDD DIR/BLDG OFFICIAL	C119	MID	6/21/2025	$12,274.43	$12,888.16	$13,532.56	$14,209.19	$14,919.65
DEPUTY CITY CLERK	B170	BSPA	6/21/2025	$7,434.56	$7,806.28	$8,196.60	$8,606.42	$9,036.75
DEPUTY CITY MANAGER	E160	SENIOR	6/21/2025	$13,412.34	$14,082.97	$14,787.10	$15,526.47	$16,302.78
DEPUTY POLICE CHIEF	K125	PDMGT	6/21/2025	$16,476.43	$17,300.26	$18,165.27	$19,073.53	$20,027.21
DEPUTY PW DIR CITY ENG	C255	MID	6/21/2025	$14,065.04	$14,768.30	$15,506.71	$16,282.05	$17,096.15
DEPUTY PW DIR OPERATIONS	C265	MID	6/21/2025	$14,065.04	$14,768.30	$15,506.71	$16,282.05	$17,096.15
DEPUTY PW DIR UTILITIES	C270	MID	6/21/2025	$14,065.04	$14,768.30	$15,506.71	$16,282.05	$17,096.15
DEVELOPMENT SERVICES TECH I	A150	BPSEA	6/21/2025	$4,906.00	$5,151.29	$5,408.86	$5,679.30	$5,963.28
DEVELOPMENT SERVICES TECH II	A151	BPSEA	6/21/2025	$5,396.70	$5,666.55	$5,949.86	$6,247.35	$6,559.72
DIVISION FIRE CHIEF	D120	MID SAFETY	6/21/2025	$12,504.04	$13,129.24	$13,785.70	$14,474.99	$15,198.74
ECONOMIC DEVELOPMENT MGR I	C140	MID	6/21/2025	$10,035.32	$10,537.10	$11,063.95	$11,617.13	$12,198.00
ECONOMIC DEVELOPMENT MGR II	C150	MID	6/21/2025	$12,041.96	$12,644.03	$13,276.24	$13,940.06	$14,637.06
ENGINEERING TECHNICIAN I	A160	BPSEA	6/21/2025	$6,017.14	$6,318.01	$6,633.91	$6,965.60	$7,313.89
ENGINEERING TECHNICIAN II	A161	BPSEA	6/21/2025	$6,618.88	$6,949.81	$7,297.30	$7,662.16	$8,045.28
EXECUTIVE ASST TO CITY MANAGER	B190	BSPA	6/21/2025	$6,142.12	$6,449.22	$6,771.68	$7,110.28	$7,465.77

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Classification Title	Grade	Unit	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5
EXECUTIVE ASST TO POLICE CHIEF	B191	BSPA	6/21/2025	$5,741.55	$6,028.63	$6,330.07	$6,646.56	$6,978.89
FIELD UTILITIES STREETS APPR	A170	BPSEA	6/21/2025	$5,700.64	$5,985.67	$6,284.94	$6,599.20	$6,929.15
FIELD UTILITIES STREETS JRNY	A180	BPSEA	6/21/2025	$6,264.43	$6,577.66	$6,906.54	$7,251.86	$7,614.46
FIELD UTILITIES STREETS SUP	B195	BSPA	6/21/2025	$10,107.01	$10,612.37	$11,142.98	$11,700.13	$12,285.14
FINANCE DIRECTOR	E110	SENIOR	6/21/2025	$14,459.74	$15,182.72	$15,941.87	$16,738.97	$17,575.92
FIRE CAPTAIN	L110	BFA	6/21/2025	$10,429.75	$10,951.24	$11,498.80	$12,073.74	$12,677.43
FIRE CHIEF	F110	SEN SAFETY	6/21/2025	$17,435.50	$18,307.28	$19,222.63	$20,183.77	$21,192.97
FIRE ENGINEER	L130	BFA	6/21/2025	$9,460.09	$9,933.09	$10,429.75	$10,951.24	$11,498.80
FIRE LIEUTENANT	L115	BFA	6/21/2025	$9,933.09	$10,429.75	$10,951.24	$11,498.80	$12,073.74
FIRE PREVENTION INSPECTOR	A190	BPSEA	6/21/2025	$6,892.16	$7,236.77	$7,598.60	$7,978.53	$8,377.46
FIRE PREVENTION INSPECTOR II	A191	BPSEA	6/21/2025	$7,581.37	$7,960.45	$8,358.48	$8,776.40	$9,215.22
FIREFIGHTER	L120	BFA	6/21/2025	$8,190.55	$8,600.08	$9,030.09	$9,481.59	$9,955.67
GIS COORDINATOR	B210	BSPA	6/21/2025	$7,787.25	$8,176.62	$8,585.45	$9,014.72	$9,465.45
HUMAN RESOURCES ANALYST I	H129	BSPA UNREP	6/21/2025	$6,734.27	$7,070.99	$7,424.53	$7,795.75	$8,185.55
HUMAN RESOURCES ANALYST II	H130	BSPA UNREP	6/21/2025	$7,407.69	$7,778.08	$8,166.98	$8,575.32	$9,004.10
HUMAN RESOURCES ASSISTANT	A220	BPSEA	6/21/2025	$5,124.83	$5,381.07	$5,650.12	$5,932.63	$6,229.26
HUMAN RESOURCES MANAGER	C151	MID	6/21/2025	$12,328.24	$12,944.64	$13,591.88	$14,271.47	$14,985.05
HUMAN RESOURCES TECHNICIAN	A210	BPSEA	6/21/2025	$5,251.90	$5,514.49	$5,790.23	$6,079.74	$6,383.72
INFORMATION TECHNOLOGY ASST	A240	BPSEA	6/21/2025	$4,659.96	$4,892.95	$5,137.59	$5,394.46	$5,664.19
INFORMATION TECHNOLOGY MANAGER	C160	MID	6/21/2025	$11,797.59	$12,387.47	$13,006.84	$13,657.20	$14,340.06
IRRIGATION SPECIALIST	A230	BPSEA	6/21/2025	$5,724.01	$6,010.21	$6,310.70	$6,626.25	$6,957.57
IT ANALYST I	B215	BSPA	6/21/2025	$6,674.94	$7,008.69	$7,359.11	$7,727.09	$8,113.44
IT ANALYST II	B216	BSPA	6/21/2025	$7,342.99	$7,710.12	$8,095.63	$8,500.42	$8,925.43
LABORATORY ANALYST	A250	BPSEA	6/21/2025	$8,121.83	$8,527.93	$8,954.33	$9,402.05	$9,872.14
LABORATORY TECHNICIAN I	A260	BPSEA	6/21/2025	$6,725.70	$7,061.98	$7,415.09	$7,785.84	$8,175.12
LABORATORY TECHNICIAN II	A261	BPSEA	6/21/2025	$7,390.88	$7,760.42	$8,148.44	$8,555.86	$8,983.65
LIBRARIAN I	C170	MID	6/21/2025	$5,707.15	$5,992.51	$6,292.14	$6,606.75	$6,937.09
LIBRARIAN II	C171	MID	6/21/2025	$6,278.67	$6,592.60	$6,922.24	$7,268.34	$7,631.76
LIBRARY MANAGER	C180	MID	6/21/2025	$8,303.61	$8,718.78	$9,154.71	$9,612.45	$10,093.08
LIBRARY SUPERINTENDENT	E119	SENIOR	6/21/2025	$13,133.47	$13,790.13	$14,479.64	$15,203.62	$15,963.79
LIBRARY TECHNICIAN I	B225	BSPA	6/21/2025	$4,115.41	$4,321.15	$4,537.23	$4,764.09	$5,002.28
LIBRARY TECHNICIAN II	B226	BSPA	6/21/2025	$4,526.50	$4,752.82	$4,990.46	$5,239.99	$5,501.98
LITERACY PROGRAM SUPERVISOR	B235	BSPA	6/21/2025	$5,428.51	$5,699.92	$5,984.93	$6,284.16	$6,598.39
MAINTENANCE CUSTODIAN	A290	BPSEA	6/21/2025	$4,403.44	$4,623.60	$4,854.80	$5,097.53	$5,352.40
MAINTENANCE TECHNOLOGIST I	A270	BPSEA	6/21/2025	$7,559.13	$7,937.09	$8,333.95	$8,750.64	$9,188.18
MAINTENANCE TECHNOLOGIST II	A271	BPSEA	6/21/2025	$8,306.74	$8,722.08	$9,158.18	$9,616.11	$10,096.91
MAINTENANCE WORKER III PCS	A280	BPSEA	6/21/2025	$6,268.92	$6,582.37	$6,911.48	$7,257.07	$7,619.91
MAINTENANCE WORKER III PW	A285	BPSEA	6/21/2025	$7,133.55	$7,490.23	$7,864.74	$8,257.97	$8,670.87
MANAGEMENT ANALYST I	B245	BSPA	6/21/2025	$6,758.46	$7,096.40	$7,451.23	$7,823.78	$8,214.97
MANAGEMENT ANALYST II	B246	BSPA	6/21/2025	$7,434.56	$7,806.28	$8,196.60	$8,606.42	$9,036.75
MAYOR	N130	ELECT	7/1/2012	$525.09				
MECHANIC	A305	BPSEA	6/21/2025	$6,524.51	$6,850.75	$7,193.28	$7,552.95	$7,930.59

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PARAMEDIC FIREFIGHTER	L140	BFA	6/21/2025	$9,009.61	$9,460.09	$9,933.09	$10,429.75	$10,951.24
PARAMEDIC FIREFIGHTER TRAINEE	L142	PD/FFTRAIN	6/21/2025	$6,306.73				
PARKS BLDG MAINT SUPERVISOR	B255	BSPA	6/21/2025	$6,873.26	$7,216.93	$7,577.78	$7,956.67	$8,354.48
PARKS COMM SVCS SUPERINTENDENT	C190	MID	6/21/2025	$9,438.62	$9,910.56	$10,406.09	$10,926.38	$11,472.70
PAYROLL ANALYST I	B257	BSPA	6/21/2025	$6,758.46	$7,096.40	$7,451.23	$7,823.78	$8,214.97
PAYROLL ANALYST II	B258	BSPA	6/21/2025	$7,434.56	$7,806.28	$8,196.60	$8,606.42	$9,036.75
PERMIT SERVICES SPECIALIST	B575	BSPA	6/21/2025	$8,272.78	$8,690.43	$9,121.72	$9,577.81	$10,056.70
PLANNING MANAGER	C200	MID	6/21/2025	$11,495.17	$12,069.94	$12,673.44	$13,307.10	$13,972.45
PLBM JOURNEYMAN	A330	BPSEA	6/21/2025	$5,451.54	$5,724.12	$6,010.33	$6,310.84	$6,626.38
PLBM WORKER	A340	BPSEA	6/21/2025	$4,955.52	$5,203.29	$5,463.46	$5,736.64	$6,023.46
POLICE CHIEF	F120	SEN SAFETY	6/21/2025	$18,124.07	$19,030.28	$19,981.79	$20,980.89	$22,029.93
POLICE LIEUTENANT	K120	PDMGT	6/21/2025	$14,395.74	$15,115.53	$15,871.31	$16,664.89	$17,498.11
POLICE OFFICER	J110	BPOA	6/21/2025	$9,033.73	$9,485.38	$9,959.68	$10,457.66	$10,980.53
POLICE RECORDS CLERK	I150	BDA	6/21/2025	$5,355.35	$5,623.11	$5,904.27	$6,199.46	$6,509.45
POLICE RECORDS SUPERVISOR	B260	BSPA	6/21/2025	$6,275.52	$6,589.29	$6,918.76	$7,264.72	$7,627.94
POLICE SERGEANT	J120	BPOA	6/21/2025	$10,840.92	$11,382.95	$11,952.12	$12,549.74	$13,177.23
POLICE TRAINEE	I155	PD/FFTRAIN	6/21/2025	$6,323.61	$6,639.77	$6,971.78	$7,320.36	$7,686.37
PRINCIPAL CIVIL ENGINEER	C210	MID	6/21/2025	$12,150.67	$12,758.21	$13,396.11	$14,065.91	$14,769.21
PRINCIPAL PLANNER	C220	MID	6/21/2025	$10,947.80	$11,495.17	$12,069.95	$12,673.45	$13,307.12
PROJECT MANAGER	C230	MID	6/21/2025	$11,101.07	$11,656.13	$12,238.93	$12,850.88	$13,493.42
PUBLIC SAFETY DISPATCH I	I140	BDA	6/21/2025	$6,184.89	$6,494.14	$6,818.84	$7,159.79	$7,517.78
PUBLIC SAFETY DISPATCH II	I141	BDA	6/21/2025	$6,494.14	$6,818.84	$7,159.79	$7,517.78	$7,893.67
PUBLIC SAFETY DISPATCH SUP	I129	BDA	6/21/2025	$7,421.87	$7,792.97	$8,182.63	$8,591.74	$9,021.33
PUBLIC WORKS DIRECTOR	E150	SENIOR	6/21/2025	$16,938.88	$17,785.81	$18,675.11	$19,608.87	$20,589.31
PUBLIC WORKS INSPECTOR	A350	BPSEA	6/21/2025	$7,344.88	$7,712.13	$8,097.75	$8,502.62	$8,927.76
PUBLIC WORKS MAINT SUPT	C240	MID	6/21/2025	$12,150.67	$12,758.21	$13,396.11	$14,065.91	$14,769.21
RECREATION ASSISTANT	A370	BPSEA	6/21/2025	$4,983.72	$5,232.89	$5,494.54	$5,769.26	$6,057.74
RECREATION COORDINATOR	A360	BPSEA	6/21/2025	$6,399.20	$6,719.17	$7,055.13	$7,407.88	$7,778.29
RECREATION MANAGER	C272	MID	6/21/2025	$8,463.13	$8,886.28	$9,330.60	$9,797.12	$10,286.98
RECREATION SUPERVISOR	B265	BSPA	6/21/2025	$7,052.59	$7,405.23	$7,775.50	$8,164.27	$8,572.49
SENIOR ACCOUNT CLERK	A425	BPSEA	6/21/2025	$4,983.72	$5,232.89	$5,494.54	$5,769.26	$6,057.74
SENIOR ACCOUNTANT	B275	BSPA	6/21/2025	$7,873.26	$8,266.92	$8,680.26	$9,114.28	$9,569.98
SENIOR ACCOUNTING TECHNICIAN	A390	BPSEA	6/21/2025	$6,304.86	$6,620.10	$6,951.10	$7,298.65	$7,663.60
SENIOR ADMINISTRATIVE CLERK	A405	BPSEA	6/21/2025	$4,880.47	$5,124.48	$5,380.72	$5,649.73	$5,932.23
SENIOR CIVIL ENGINEER	B285	BSPA	6/21/2025	$11,101.07	$11,656.13	$12,238.93	$12,850.88	$13,493.42
SENIOR FINANCIAL ANALYST	B263	BSPA	6/21/2025	$9,718.26	$10,204.17	$10,714.39	$11,250.11	$11,812.62
SENIOR HUMAN RESOURCE ANALYST	H120	BSPA UNREP	6/21/2025	$8,148.70	$8,556.14	$8,983.95	$9,433.15	$9,904.80
SENIOR HUMAN RESOURCES TECH	A212	BPSEA	6/21/2025	$6,039.69	$6,341.68	$6,658.76	$6,991.70	$7,341.30
SENIOR IT ANALYST	B217	BSPA	6/21/2025	$8,444.42	$8,866.65	$9,309.97	$9,775.48	$10,264.25
SENIOR LIBRARIAN	C280	MID	6/21/2025	$7,220.12	$7,581.14	$7,960.18	$8,358.20	$8,776.12
SENIOR MECHANIC	A415	BPSEA	6/21/2025	$7,378.54	$7,747.46	$8,134.84	$8,541.58	$8,968.66
SENIOR MGMNT ANALYST	B305	BSPA	6/21/2025	$8,178.00	$8,586.90	$9,016.24	$9,467.04	$9,940.42

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SENIOR PLANNER	B295	BSPA	6/21/2025	$8,888.80	$9,333.24	$9,799.90	$10,289.89	$10,804.38
TREASURER	N140	ELECT	7/1/2012	$200.00				
WASTEWATER OPERATOR I	A435	BPSEA	6/21/2025	$6,274.89	$6,588.63	$6,918.06	$7,263.96	$7,627.16
WASTEWATER OPERATOR II	A436	BPSEA	6/21/2025	$7,039.36	$7,391.34	$7,760.89	$8,148.94	$8,556.38
WASTEWATER OPERATOR III	A437	BPSEA	6/21/2025	$7,743.29	$8,130.46	$8,536.97	$8,963.83	$9,412.02
WASTEWATER PLANT SUPERVISOR	B335	BSPA	6/21/2025	$10,107.01	$10,612.37	$11,142.98	$11,700.13	$12,285.14
WASTEWATER PLANT SUPT	C290	MID	6/21/2025	$12,150.67	$12,758.21	$13,396.11	$14,065.91	$14,769.21
WATER OPERATOR II	A445	BPSEA	6/21/2025	$6,871.95	$7,215.54	$7,576.31	$7,955.14	$8,352.89
WATER OPERATOR III	A446	BPSEA	6/21/2025	$7,559.13	$7,937.09	$8,333.95	$8,750.64	$9,188.18
WATER OPERATOR IV	A447	BPSEA	6/21/2025	$8,306.74	$8,722.08	$9,158.18	$9,616.11	$10,096.91
WATER PLANT SUPERVISOR	B315	BSPA	6/21/2025	$10,107.01	$10,612.37	$11,142.98	$11,700.13	$12,285.14
WATER PLANT SUPT	C310	MID	6/21/2025	$12,150.67	$12,758.21	$13,396.11	$14,065.91	$14,769.21
WATER QUALITY SUPERVISOR	B325	BSPA	6/21/2025	$10,107.01	$10,612.37	$11,142.98	$11,700.13	$12,285.14
WQ TECHNICIAN I	A460	BPSEA	6/21/2025	$6,943.73	$7,290.92	$7,655.46	$8,038.23	$8,440.16
WQ TECHNICIAN II	A461	BPSEA	6/21/2025	$7,638.10	$8,020.01	$8,421.01	$8,842.06	$9,284.16
WTP OPERATOR IN TRAINING	A310	BPSEA	6/21/2025	$6,247.21	$6,559.58	$6,887.56	$7,231.94	$7,593.53
WW QUALITY TECHNICIAN I	A465	BPSEA	6/21/2025	$6,072.94	$6,376.60	$6,695.42	$7,030.20	$7,381.70
WW QUALITY TECHNICIAN II	A466	BPSEA	6/21/2025	$6,679.12	$7,013.06	$7,363.72	$7,731.91	$8,118.50
WWTP OPERATOR IN TRAINING	A320	BPSEA	6/21/2025	$5,564.75	$5,842.98	$6,135.13	$6,441.89	$6,763.98
Classifications for employees who might be Y-Rated. For non Y-Rated employees, please refer to rates listed above and on pages 1-3.								
LIBRARY TECHNICIAN II (Y)	Y226	BSPA	6/21/2025	$4,878.75	$5,122.69	$5,378.82	$5,647.76	$5,930.15
SENIOR ADMIN CLERK (Y)	Y405	BPSEA	6/21/2024	$4,999.83	$5,249.82	$5,512.31	$5,787.93	$6,077.33

Reso#_____

Kim Imboden, Human Resources Manager

City of Benicia - Part Time Hourly Salary Schedule
For questions, contact Human Resources at (707) 746-4766

Classification Title	Grade		Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5
ACCT CLERK I PT	M105	PART TIME	6/21/2025	$23.77	$24.96	$26.20	$27.51	$28.89
ADMIN CLERK	M100	PART TIME	10/21/2020	$18.98	$19.93	$20.93	$21.97	$23.07
ASSISTANT POOL COORDINATOR	M120	PART TIME	3/21/2023	$18.32	$19.23	$20.19	$21.20	$22.27
BUILDING MAINT WORKER ASST	M102	PART TIME	1/1/2025	$18.97	$19.92	$20.91	$21.96	$23.06
COMMUNITY SVCS OFFICER I - PT	M135	PART TIME	6/21/2025	$30.90	$32.45	$34.07	$35.77	$37.56
COMMUNITY SVCS OFFICER II - PT	M136	PART TIME	6/21/2025	$33.99	$35.69	$37.48	$39.35	$41.32
COMPUTER I.T. INTERN/ASSISTANT	M280	PART TIME	8/21/2018	$18.14	$19.05	$20.00	$21.00	$22.05
CUSTODIAN	M140	PART TIME	10/21/2020	$17.84	$18.73	$19.67	$20.65	$21.68
ENGINEERING INTERN	M165	PART TIME	1/1/2025	$16.50				
EXECUTIVE ASST TO CITY MGR PT	M191	PART TIME	6/21/2025	$35.44	$37.21	$39.07	$41.03	$43.08
FACILITY ATTENDANT	M210	PART TIME	3/21/2023	$17.20	$18.06	$18.96	$19.90	$20.91
FAMILY RESOURCE CENTER CLERK	M230	PART TIME	1/1/2025	$16.50				
FIRE PREVENTION INSP II PT	M245	PART TIME	6/21/2025	$43.75	$45.93	$48.23	$50.64	$53.18
GED INSTRUCTOR	M260	PART TIME	11/21/2018	$32.84	$34.48	$36.21	$38.02	$39.92
INTERN I	M270	PART TIME	1/1/2025	$16.50				
INTERN II	M271	PART TIME	1/1/2025	$16.50	$17.33	$18.19	$19.10	$20.06
KINDERGYM INSTRUCTOR	M290	PART TIME	10/21/2020	$18.44	$19.36	$20.34	$21.35	$22.42
LIBRARIAN I	M320	PART TIME	6/21/2025	$32.93	$34.58	$36.31	$38.12	$40.03
LIBRARIAN II	M330	PART TIME	6/21/2025	$36.23	$38.04	$39.94	$41.94	$44.04
LIBRARY AIDE	M335	PART TIME	1/1/2025	$16.50	$17.33	$18.19		
LIBRARY ASSISTANT I	M340	PART TIME	10/21/2020	$18.14	$19.05	$20.01	$21.01	$22.06
LIBRARY ASSISTANT II	M341	PART TIME	10/21/2020	$19.95	$20.96	$22.00	$23.10	$24.26
LIBRARY MONITOR	M510	PART TIME	10/21/2020	$18.09	$19.00	$19.94	$20.95	$21.99
LIBRARY TECHNICIAN II PT	M226	PART TIME	6/21/2025	$26.12	$27.43	$28.80	$30.24	$31.75
LIFEGUARD	M350	PART TIME	1/1/2025	$16.50	$17.33	$18.19	$19.10	$20.06
LIFEGUARD (SENIOR)	M360	PART TIME	1/1/2025	$18.46	$19.39	$20.36	$21.37	$22.44
LITERACY SPECIALIST GRANT FUND	M380	PART TIME	12/21/2022	$22.98	$24.13	$25.34	$25.70	$26.98
MANAGMENT ANALYST II PT	M246	PART TIME	6/21/2025	$42.90	$45.04	$47.30	$49.66	$52.15
OFFICE ASSISTANT I	M390	PART TIME	1/1/2025	$16.50				
OFFICE ASSISTANT II	M391	PART TIME	1/1/2025	$16.50	$17.33	$18.19	$19.10	$20.06
PERMIT SERVICES SPECIALIST	M575	PART TIME	6/21/2025	$46.57	$48.89	$51.34	$53.90	$56.60
POLICE AIDE	M410	PART TIME	10/21/2020	$22.99	$24.14	$25.35	$26.61	$27.95
POLICE LIEUTENANT - PER DIEM	M420	PART TIME	6/21/2025	$83.07	$87.22	$91.58	$96.16	$100.97
POLICE OFFICER - PER DIEM	M430	PART TIME	6/21/2025	$52.13	$54.73	$57.47	$60.34	$63.36
POLICE OFFICER - RESERVE PT	M435	PART TIME	9/21/2022	$20.00				
POLICE SERGEANT - PER DIEM	M440	PART TIME	6/21/2025	$62.56	$65.68	$68.97	$72.42	$76.04
POOL COORDINATOR	M460	PART TIME	10/21/2020	$20.17	$21.19	$22.24	$23.36	$24.53
PROGRAM COORDINATOR	M470	PART TIME	7/1/2006	$16.50				
PUBLIC SAFETY DISPATCHER I	M170	PART TIME	6/21/2025	$35.69	$37.47	$39.35	$41.31	$43.38
PUBLIC SAFETY DISPATCHER II	M171	PART TIME	6/21/2025	$37.47	$39.35	$41.31	$43.38	$45.55
RECREATION LEADER	M480	PART TIME	1/1/2025	$16.50	$17.33	$18.19	$19.10	$20.06
RECREATION SPECIALIST I	M490	PART TIME	3/21/2023	$18.89	$19.84	$20.83	$21.87	$22.97
RECREATION SPECIALIST II	M491	PART TIME	3/21/2023	$22.64	$23.77	$24.96	$26.21	$27.52

City of Benicia - Part Time Hourly Salary Schedule
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SEASONAL LEAD PARK WORKER	M530	PART TIME	1/1/2025	$16.50	$17.33	$18.19	$19.10	$20.06
SEASONAL PARK WORKER	M520	PART TIME	1/1/2025	$16.50				
SEASONAL SENIOR LEAD PARK WORK	M550	PART TIME	1/1/2025	$18.97	$19.92	$20.91	$21.96	$23.06
SENIOR RECREATION LEADER	M150	PART TIME	1/1/2025	$17.63	$18.51	$19.44	$20.41	$21.43
SMALL GROUP INSTRUCTOR (GRANT	M540	PART TIME	10/21/2020	$18.80	$19.74	$20.72	$21.76	$22.84
TEEN ADVISORY BOARD COORD	M545	PART TIME	1/1/2025	$16.50				
TINY TOT INSTRUCTOR	M560	PART TIME	10/21/2020	$18.46	$19.39	$20.36	$21.37	$22.44
VOLUNTEER COORDINATOR	M570	PART TIME	10/21/2020	$37.40	$39.27	$41.23	$43.29	$45.46

Reso#_____

Kim Imboden

Kim Imboden, Human Resources Manager

Approved for posting on the City's website.

AGENDA ITEM
CITY COUNCIL MEETING DATE – JULY 15, 2025
BUSINESS ITEM

TO : City Manager

FROM : Public Works Director

SUBJECT : **INTENTION TO BEGIN BALLOT PROCEEDINGS AND APPROVE PRELIMINARY ENGINEER'S REPORT FOR THE FORMATION OF THE BENICIA CITYWIDE PARKS, LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT FOR FISCAL YEAR 2026/27; AND IMPLEMENT ASSESSMENT BALLOT PROCEDURES UNDER PROPOSITION 218 AND ASSEMBLY BILL 2257**

EXECUTIVE SUMMARY:

The City of Benicia is considering a resolution of intention to begin ballot proceedings to form a Citywide Parks, Landscape and Lighting District (District), which would consist of one zone that would incorporate the entire City. Private properties within the zone would be assessed annually to pay the cost to maintain parks, landscaping along street rights-of-way, maintenance of open space areas and maintenance and energy costs of streetlights. Staff is recommending Council adopt a resolution of intention to begin ballot proceedings for the formation of a Citywide District, which would replace the current five zone District and approve the Engineer's Report.

RECOMMENDATION:

Move to adopt resolutions (Attachments 1 and 2) pertaining to the Citywide Parks, Landscape and Lighting District:

1. Assessment Ballot Procedures for Compliance with Proposition 218 and AB 2257; and
2. Declare the Intention to Order the Formation of the City of Benicia Parks, Landscape and Lighting District, approve the preliminary Engineer's Report, and provide notice of public hearing for the proposed levy and collection of assessments for Fiscal Year (FY) 2026-27.

BUDGET INFORMATION:

There are no budget costs to implement the Resolution of Intention to begin Ballot Proceedings and approve the preliminary Engineer's Report (Attachment 3) for the formation of a District, except for consultant costs, which are already budgeted.

BACKGROUND:
Currently, only some properties contribute to the City's costs of maintaining improvements related to landscaping through an outdated assessment district. This district consists of five zones, one of which consists of residential areas established in 1989 and lacks an annual inflation adjustment factor. As a result, funding has not kept pace with rising costs for materials, utilities, labor, and other essential services, making it increasingly difficult to maintain the level of service the community expects. The district also only funds five out of the 28 parks. To ensure consistent, reliable funding, the City is proposing a new citywide assessment to replace the current system, ensuring all property owners contribute fairly. This would create a more equitable funding approach, where everyone receiving a special benefit from Benicia's parks and landscaping pays an assessment. A map of the proposed District is attached (Attachment 4).

At the December 3, 2023, City Council meeting, Council directed staff to pursue a Citywide assessment ballot measure.

On June 18, 2024, City Council adopted the Parks, Trails and Open Space Master Plan, which identified the need for additional funding.

On July 1, 2025, City Council adopted a resolution to Initiate Proceedings to form a Citywide District.

The formation of a Parks, Landscape and Lighting Assessment District is governed by Proposition 218, which requires approval through a ballot proceeding by property owners (not registered voters). This process is established by the Landscaping and Lighting Act of 1972 (California Streets and Highways Code Division 15, Part 2) and Government Code Sections 53750–53754. This process ensures transparency and gives property owners a direct say in whether a new landscape and lighting assessment should be levied to fund installation, ongoing maintenance, and servicing of public improvements citywide. To form the Benicia Citywide Parks, Landscape and Lighting Assessment District, the City must follow the steps outlined below:

1. Initiate Proceedings

The process begins with the adoption of a resolution to initiate proceedings and direct the preparation of an Engineer's Report (adopted by Council on July 1, 2025). The Engineer's Report will define the proposed improvements, the boundaries of the district, the estimated costs, the method of assessment, and the assessment diagram.

2. Preliminarily Approval of Engineer's Report and Set Public Hearing

once completed. During tonight's action, the Engineer's Report will be presented to the City Council for preliminary approval, ant the Council will adopt a resolution setting the date for a public hearing (proposed for October 14, 2025). This action allows the City to proceed with formal noticing and the ballot process.

3. Mail Ballots and Public Hearing Notice

In accordance with Proposition 218, ballots and a formal notice of the public hearing will be mailed to all affected property owners (proposed on or around August 8, 2025). This

timeline ensures compliance with the legal requirement to provide a minimum of 45 days' notice prior to the public hearing (proposed for October 14, 2025). Property owners may return their ballots by mail or in person at any time up to the close of the public hearing. Each ballot is weighted based on the amount of the proposed assessment for the corresponding parcel.

The public hearing notices will also summarize the requirements for property owners who intend to submit a written objection to the assessment under the requirements of Assembly Bill 2257 ("AB 2257," effective January 1, 2025, Government Code Sections 53759.1 and 53759.2). Under AB 2257, a written objection must be received by the City 45 days after the public hearing notice, and it must identify a substantive basis for alleging the proposed assessment does not comply with Proposition 218 or other legal requirements. For every timely written objection, City staff will prepare a substantive written response for City Council's consideration prior to taking action at the public hearing. If the City Council adopts the recommended assessments following the public hearing, only property owners who submit a timely written objection would have a right to file litigation to challenge the assessment.

4. Conduct Public Hearing and Tabulate Ballots

The public hearing will be held to receive comments from property owners (proposed for October 14, 2025). After public comment, the Council will direct the City Clerk to tabulate ballots in a public and transparent manner. To allow time for this process, the Council's final action following the tabulation process will be continued to a future Council meeting (proposed for November 4, 2025).

5. Announce Results and Finalize District

At the future Council meeting, the City Clerk will present the ballot tabulation results (proposed for November 4, 2025). Under Proposition 218, approval is determined by a majority of weighted ballots received, meaning that each vote is counted in proportion to the assessment amount assigned to each parcel. If the majority is in favor, the Council may adopt a final resolution to approve the Engineer's Report, confirm the assessment diagram, and authorize the levy of assessments.

NEXT STEPS:
The next step will be to mail ballots and notice for a Public Hearing.

ALTERNATIVE ACTIONS:
If Public Hearing is not set, then the City will not be able to move forward with the formation of a Citywide District.

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

ATTACHMENTS:

1. Resolution - Establishing Assessment Setting Procedures for the PLLAD Under Proposition 218 and AB2257
   Exhibit A - PLLAD Assessment Setting Procedures
2. Resolution - Declaring Intention to Form the Citywide PLLAD, Approval of Preliminary Engineer's Report, and Noticing the Public Hearing for Levying and Collecting Assessments for FY 2026/2027
3. Preliminary Engineer's Report - Citywide PLLAD
4. Proposed Citywide PLLAD Diagram

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

RESOLUTION NO. 25-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA ESTABLISHING ASSESSMENT SETTING PROCEDURES FOR THE PARKS, LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT UNDER PROPOSITION 218 AND GOVERNMENT CODE SECTIONS 537590 THROUGH 53759.2

WHEREAS, the City is authorized to establish the Parks, Landscape and Lighting Assessment District ("PLLAD") pursuant to the Landscaping and Lighting Act of 1972 (Streets and Highways Code §§ 22500, et seq.) (the "Act"), in order to charge an annual assessment on owners of property within the PLLAD who receive a special benefit from maintenance and improvements of landscaping and related facilities (as defined by the Act) performed by the City and funded by the PLLAD. For the purpose of this resolution, an "PLLAD" may refer to a "district"; and

WHEREAS, following voter approval in November 1996 of "Proposition 218" (California Constitution Articles XIII C and XIII D; as it is implemented by the Legislature at Government Code sections 53750 – 53759.2; and as it has been interpreted by judicial decisions), in order to establish a new assessment, the City is required to comply with the requirements of the Act and Proposition 218 in order to establish a new assessment. Provided, however, that any PLLAD established prior to the effective date of Proposition 218 is exempt from compliance with Proposition 218 if it is imposed exclusively to finance the capital costs or maintenance and operation expenses for improvements such as those financed under the City's PLLAD (see California Constitution Article XIII D, Section 5); and

WHEREAS, under Proposition 218, a PLLAD assessment is defined as "a levy or charge upon real property by an agency for a special benefit conferred upon the real property," subject to the particular requirements of California Constitution Article XIIID, Section 4. In general, the City may only establish a new PLLAD assessment if the City (1) complies with the requirements of the Act for the preparation of a resolution of initiation, a resolution of intention, and a resolution of formation, based on the analysis of an engineer's report, (2) calculates the proposed assessment for the PLLAD in accordance with Proposition 218, as described in this resolution, (3) conducts a noticed public hearing before the City Council, as described in this resolution, and (3) determines a "majority protest" has not resulted following a ballot proceeding at the public hearing (there is a majority protest if ballots submitted in opposition to the assessment exceed ballots submitted in favor of the assessment, with ballots weighted according to proportional financial obligations of owners submitting the ballots); and

WHEREAS, under Government Code sections 53759.1 and 53759.2 (known as "AB 2257"), the City may establish supplemental procedures for objecting property owners to exhaust administrative remedies, also described in this resolution, by which the City will take specified actions in response to any "timely written objection." Under this process, only an owner who submits a timely written objection will have a right to challenge a proposed PLLAD assessment through a legal proceeding. (These

supplemental processes were authorized by Assembly Bill No. 2257, Chapter 561, Statutes of 2024, effective January 1, 2025.); and

WHEREAS, the purpose of this resolution is to document the procedures the City will follow in considering proposed new PLLAD assessments, including compliance with Proposition 218 as well as the administrative remedy requirements set forth in AB 2257. The procedures described in this resolution provide property owners a meaningful opportunity to submit a written objection to proposed new assessments early in the assessment consideration process, and allow the City to address or resolve those objections before the City Council makes a final decision on whether to adopt a proposed new assessment pursuant to Proposition 218; and

WHEREAS, this resolution identifies the procedural steps the City will follow to implement the administrative remedies property owners must exhaust under Government Code sections 53759.1 before initiating any legal action to challenge an assessment. In general, at least 45 days before a public hearing to consider a proposed new assessment, the City will make publicly available the proposed new assessment and post the written basis for the proposed new assessment on its website. During this period (for at least 45 days after notice of public hearing), any property owner may review the proposed assessment and submit a written objection specifying the grounds for alleging noncompliance with Proposition 218. The City will consider each timely written objection and provide a substantive written response prior to the close of the public hearing described in section 5 of the PLLAD Assessment Setting Procedures, attached hereto as Exhibit A; and

WHEREAS, for any new assessment approved by the City implementing the procedures described in this resolution, a person or entity shall be prohibited from bringing a judicial action or proceeding alleging noncompliance with Article XIII D of the California Constitution for such new assessment, unless that person or entity has timely submitted to the City a written objection to that assessment that specifies the grounds for alleging noncompliance with Proposition 218; and

WHEREAS, the City Council hereby intends to adopt the exhaustion of administrative remedies procedure as outlined in Government Code section 53759.1, and the administrative record principles contained in Government Code section 53759.2.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BENICIA, CALIFORNIA, AS FOLLOWS:

Section 1. The City Council hereby adopts the PLLAD Assessment Setting Procedures attached hereto as Exhibit "A," and incorporated herein by reference ("PLLAD Assessment Setting Procedures"). The PLLAD Assessment Setting Procedures explicitly incorporate and implement the requirements contained in the Act, Proposition 218 (including the Prop 218 Omnibus Implementation Act), and the procedures by which

property owners are required to exhaust administrative remedies as set forth in Gov't Code § 53759.1, subdivision (c).

Section 2. For any PLLAD assessment adopted or approved by the City implementing the procedures described in this resolution, a person or entity shall be prohibited from bringing a judicial action or proceeding alleging noncompliance with Article XIII D of the California Constitution for that assessment unless that person or entity has timely submitted to the City a written objection to the assessment that specifies the grounds for alleging noncompliance with Proposition 218, as provided below.

Section 3. The City Council hereby adopts the administrative record principles contained in Government Code section 53759.2.

Section 4. This resolution will take effect immediately upon adoption and will apply to any proposed new PLLAD assessments of which notice is provided in accordance with this resolution.

Section 5. The City Council authorizes the City Manager to take such other and additional actions as may be reasonably necessary to implement the purpose of this resolution and implement the exhaustion of administrative remedies procedure adopted herein.

Section 6. That the City Clerk of the City of Benicia is hereby directed to record the adopted Resolution with the County Recorder.

Section 7. The City Clerk shall certify to the adoption of this resolution.

*****

On motion of Council Member , seconded by Council Member , the above Resolution was adopted by the City Council of the City of Benicia at a regular meeting of said Council held on the 15th day of July 2025 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

_____
Steve Young, Mayor

Attest:

_____
Lisa Wolfe, City Clerk

_____
Date

Exhibit A
Parks, Landscape and Lighting Assessment District (PLLAD) Assessment Setting Procedures
[see next page]

Parks, Landscape and Lighting Assessment District (PLLAD) Assessment Setting Procedures

These "PLLAD Assessment Setting Procedures" ("Procedures") describe the processes that will be followed by the City of Benicia ("City") in establishing a new Parks, Landscape and Lighting Assessment District ("PLLAD") assessments, as summarized in the Resolution identified in the header of this Exhibit "A." The PLLAD Assessment Setting Procedures include compliance with Proposition 218 (including the consideration of "assessment ballots" from record owners) as well as the procedures for exhausting administrative remedies under Government Code section 53759.1 (including the consideration of "written objections" from record owners).

1. Overview of Exhaustion Procedure

If the City publishes a notice of public hearing identifying procedures for property owners to submit written objections (described in Section 4, below),[1] the City will follow the "exhaustion procedure" set forth herein, to be conducted concurrently with the Proposition 218 process, for the City Council's consideration of any proposed new PLLAD assessment. This exhaustion procedure shall be conducted in accordance with "Proposition 218" (California Constitution Article XIII D; as it is implemented by the Legislature at Government Code section 53750 et seq., and as it has been interpreted by judicial decisions), and the particular procedures set forth in Government Code section 53759.1. The exhaustion procedure provides an opportunity for record owners to submit a "timely written objection" to identify substantive bases for asserting proposed PLLAD assessment do not comply with Proposition 218. A "record owner" may be referred to in these Procedures as the "owner" or "property owner." The "record owner" shall include any tenant who is directly liable to pay the assessment.

a. City staff will post these Procedures on the City's internet website, and the Proposition 218 public hearing notice mailed to all record owners will prominently incorporate a notice of the internet website and these Procedures.

b. The mailed public hearing notice will identify the date and time by which timely written objections must be submitted to the City, and the date will be no less than 45 calendar days after the notice is mailed to record owners.

c. City staff will review timely written objections and prepare written responses providing the substantive basis for retaining or altering the proposed PLLAD assessment in response to the written objections. City staff will present its written responses to the City Council prior to the close of the public hearing for the Proposition 218 protest hearing, and the City Council will review to determine

[1] If the City publishes a notice of public hearing that does not identify procedures for property owners to submit written objections , the City will conduct the public hearing in compliance with Proposition 218.

whether action is needed in response to the written objections or written responses.

d. Following the City Council's review and response to timely written objections and written responses, it is within the discretion of the City Council to proceed with considering assessment ballots to determine whether a majority protest was submitted in accordance with Proposition 218; and, if there is no majority protest, to then consider approval of the proposed PLLAD assessment, as described herein.

e. **Rate Challenger Must Exhaust Administrative Remedies.** No claim, suit for damages, suit for injunctive relief, petition for writ of mandamus, or administrative or judicial proceeding shall be brought against the City (including the City Council, or its employees, officers, or designees) regarding a challenge to a proposed new or increased PLLAD assessment unless the challenging party first exhausts its administrative remedies by complying with these Procedures and submits to the City a timely written objection.

2. Notice of Proposition 218 Public Hearing and Initiating Exhaustion Procedure

Prior to approving or imposing any new PLLAD assessment, the City Council will consider and approve a resolution of initiation and a resolution of intention, supported by an engineer's report, in accordance with the requirements of the Landscaping and Lighting Act of 1972 (Streets and Highways Code §§ 22500, *et seq.*) (the "Act"). The engineer's report shall be prepared by a registered professional engineer certified by the State of California, and it shall provide evidence and describe how the improvements and/or services funded by the assessments confer special benefits on parcels subject to the PLLAD assessment, as well as describing any general benefits.

The resolution of intention shall include a notice of public hearing to consider the proposed PLLAD assessment, and the City will mail the public hearing notice to each record owner no later than 45 days prior to the public hearing. Provided, however, if the public hearing notice incorporates the exhaustion of administrative remedies procedure (set forth in Procedure Section 2(b)), the City will incorporate additional time for the notice of public hearing in order to allow a reasonable time for the City to prepare written responses to any timely written objections (as an example, if the public hearing notice is mailed 60 days prior to the hearing date, that would allow the City 15 days to prepare written responses prior to the close of the public hearing).

a. **Content of Public Hearing Notice.** The public hearing notice will include the content, and be mailed to each record owner with an assessment ballot, as outlined below. The envelope containing the notice and ballot will include, on its face, in at least 16-point bold type and in substantially the following form, the statement: "OFFICIAL BALLOT ENCLOSED." The notice will include:

i. The total proposed assessment for the entire district.

ii. The proposed assessment for the record owner's parcel.

iii. The duration of the assessment; e.g., "If approved, the assessment will be collected annually, until the City Council determines that the assessment is no longer necessary."

iv. The reason for the assessment. This includes the improvements to be built and/or maintained or the services to be provided.

v. The basis upon which the amount of the proposed assessment was calculated.

vi. Public hearing date, time, and location. The hearing must take place no earlier than 45 days from the date the notice is mailed.

vii. An assessment ballot that includes the City's address for receipt of the ballot, a place where the person submitting the ballot may indicate the person's name and sign the ballot, a reasonable identification of the parcel subject to the assessment, and a clear indication that the ballot is submitted either in support of or in opposition to the proposed PLLAD assessment. The assessment ballot shall be in a form that conceals its contents once it is sealed by the person submitting the ballot.

viii. A summary of the procedures for the completion, return, and tabulation of the assessment ballots, along with an assessment ballot. (See Procedures Sections 4 and 6.)

ix. A statement that the assessment shall not be imposed if the ballots submitted in opposition to the assessment exceed the ballots submitted in favor of the assessment, with ballots weighted according to the proportional financial obligation of the affected property.

x. All information required for the exhaustion of administrative remedies requirements, as set forth in Procedures Section 2(b).

xi. How members of the public may obtain additional information regarding the proposed new assessment, or any relevant procedures (including these Procedures), including a link to information that is available on the City's internet website or by requesting information via email, telephone, or in person.

b. **Posting Exhaustion Procedures for Written Objections on City's Website.** If the City chooses to follow the exhaustion procedure for written objections, concurrently with mailing the public hearing notice, the City will post on its internet website the written basis for the proposed PLLAD assessment (particularly including a copy of the Resolution of Initiation, Resolution of Intention, and Engineer's Report) and a link to the Proposition 218 public hearing notice. The mailed public hearing notice (under Procedures Section 2(a)) will be supplemented with the following prominently displayed information:

i. The "deadline" (date and time) by which a "timely written objection" must be submitted to the City. The deadline will be no earlier than 45 days after the City mails to property owners the notice of the public hearing.

ii. The location to which written objections must be submitted to the City via mail, email, fax, or personal delivery.

iii. All substantive requirements for submitting a written objection. The record owner must comply with the requirements set forth in Procedures section 3, below, including specifying the grounds on which the owner alleges the proposed new or increased PLLAD assessment does not comply with Proposition 218.

iv. Prominently identify that: (a) any person's failure to submit a timely written objection bars any right of that person to challenge the proposed new or increased fee through a legal proceeding; and (b) there is a 120-day statute of limitations for challenging the proposed new or increased PLLAD assessment (in accordance with Government Code section 53759).

c. **Mailing Public Hearing Notice.** The City will mail the public hearing notice to each record owner of a parcel that is subject to payment of the new PLLAD assessment. The notice shall be mailed to owner's address shown on the last equalized property tax assessment roll.

i. There is a rebuttable presumption that the most recent equalized property tax assessment roll of the Solano County Recorder is sufficient evidence of the record owner of each parcel. A person may rebut the presumption by providing to the City written proof of ownership.

ii. The City Clerk, or designee, may certify by affidavit the proper mailing of notices described in these Procedures, and any such affidavit shall constitute conclusive proof of mailing in the absence of fraud.

iii. Failure of any person to receive notice shall not invalidate the hearing or its results.

3. Requirements for Submitting Timely Written Objections

In order for a record owner to submit a timely written objection, the objection must:

a. Be received by the City at the location identified on the public hearing notice, no later than the deadline identified on the public hearing notice. The deadline may be no earlier than 45 days after the City mails to record owners the notice of public hearing.

b. Be in writing submitted via mail, email, fax, or personal delivery (1) identifying the name of the record owner, and the street address or assessor's parcel number

(or other clear identification) of the property subject to the PLLAD assessment; and (2) signed by the record owner, or otherwise identifying that the record owner submitted the written objection, subject to verification by the City.

c. Specify the grounds for alleging the proposed PLLAD assessment does not comply with Proposition 218. The grounds must identify (i) the substantive requirement of Proposition 218, and (ii) the reason the proposed PLLAD assessment does not comply with that requirement. It is not a legally sufficient written objection under these Procedures to simply claim that a proposed PLLAD assessment does not comply with Proposition 218, unless the written objection includes an explanation of the factual basis for the claim (the relevant provision of Proposition 218, and how that provision is not satisfied by the proposed PLLAD assessment). For any proposed new or increased PLLAD assessment, relevant substantive requirements of Proposition 218 include:

    i. Identify all parcels which will have a special benefit conferred upon them and upon which an assessment will be imposed.

    ii. Identify the special benefit derived by each identified parcel in relationship to the entirety of the City's costs of providing public improvements or maintenance and operation.

    iii. No assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit to that parcel.

    iv. Only special benefits are assessable, and the City must separate the general benefits from the special benefits conferred on a parcel.

    v. Parcels within the geographical boundaries of a PLLAD that are owned by a governmental agency are not exempt from the PLLAD assessment unless the City demonstrates by clear and convincing evidence that the governmental agency receives no special benefit.

d. Any submitted written objection shall be a public record, except to the extent the City determines that the public interest served by not disclosing clearly outweighs the public interest served by disclosure under Government Code section 7922.000. As a general rule, the City finds there is a substantial public interest in not disclosing written objections to protect the integrity of the process described herein during the time that: (A) written objections are still being submitted and (B) prior to the time that the Brown Act meeting agenda is posted (e.g., at least 72 hours before a regular meeting under Government Code section 54954.2).

4. Requirements for Submitting Assessment Ballots

a. In order for a record owner to submit a timely assessment ballot, to be considered as a part of the Proposition 218 protest hearing described in Section 6, below, it must:

i. Be received by the City at the location identified on the public hearing notice, no later than the close of the public testimony portion of the public hearing. Ballots received after that deadline, even if postmarked earlier, cannot be counted or accepted.

ii. Be on the form of assessment ballot provided by the City with the public hearing notice, with an identification of the parcel that is subject to the assessment and the annual PLLAD assessment proposed for the parcel. Provided, however, at any time prior to the close of the public hearing, any owner may request a replacement assessment ballot from the City Clerk.

iii. Clearly identify the name of the record owner submitting the ballot, be signed by the record owner, and clearly identify that the ballot is either (A) in opposition to the proposed PLLAD assessment or (B) in favor of the proposed PLLAD assessment.

iv. The assessment ballot shall be in a form that conceals its contents once it is sealed by the person submitting the ballot to the City.

v. A record owner may withdraw a ballot only if the withdrawal is submitted in writing by the record owner clearly indicating an intent to withdraw for an identified property, and it is received by the City at the location (and no later than the time) for submitting ballots. After a ballot is withdrawn, a record owner may submit a new or replacement ballot in accordance with the requirements of these Procedures. No other modification to a ballot may be made.

b. Record owners of multiple parcels may submit one assessment ballot for each parcel owned within the boundaries of the proposed PLLAD.

c. More than one record owner of the same parcel may submit an assessment ballot, subject to an allocation of the vote for that parcel in accordance with Procedures Section 6. A record owner may request a proportional assessment ballot from the City Clerk to facilitate the allocation of the vote among multiple owners.

d. The City Clerk shall take custody of all submitted written objections and assessment ballots.

e. Assessment ballots will remain sealed and will not be opened or tabulated before the close of the public hearing. The assessment ballots will be public records during and after tabulation. The assessment ballot proceeding is not an election or

voting for purposes of Article II of the California Constitution or the Elections Code.

5. City's Response to Timely Written Objections

a. At the close of the written objection period, City staff shall review timely written objections and shall prepare written responses to the written objections. The City's written response will include: (i) the grounds on which the objection is (or is not) resulting in amendments to the proposed new or increased PLLAD assessment; and (ii) an explanation of the substantive basis for retaining or altering the proposed new PLLAD assessment.

b. City staff shall present the written responses to the City Council at the public meeting that was specified in the public hearing notice described in Procedures Section 2.

c. In accordance with the Brown Act, the public will be provided an opportunity to address the City Council prior to the Council's action related to the timely written objections and written responses. (See Government Code section 54954.3(a).)

d. In accordance with Government Code section 53759.1(d), the City Council shall: (1) first exercise its legislative discretion in considering timely written objections and written responses, and determine for the proposed PLLAD whether further review, clarification, or reduction is needed for the proposed PLLAD assessment, and then (2) determine whether to proceed with opening and counting assessment ballots to determine if there is a majority protest under Proposition 218.

6. Conducting the Proposition 218 Protest Public Hearing

a. The City Council will open the public hearing and consider all evidence presented during the hearing including the public hearing notice and all documents referenced therein (particularly including the engineer's report), all written objections, written responses, and any testimony, documents, or information presented during the public hearing.

b. Prior to closing the public hearing, the City Council will request if there are any additional written ballots to be submitted to (or withdrawn from) the City.

c. The City Council will then close the public hearing and request the City Clerk to unseal and tabulate the assessment ballots in public view. The City Clerk shall tabulate the number of ballots submitted, and not withdrawn, in support of and in opposition to the proposed PLLAD assessment.

    i. In the event that more than one of the record owners of an identified parcel submits an assessment ballot, the amount of the proposed assessment to be imposed upon the identified parcel shall be allocated to each ballot submitted in proportion to the respective record ownership interests or, if the ownership interests are not shown on the record, as established to the

satisfaction of the City by documentation provided by those record owners.

ii. A majority protest exists only if the ballots submitted in opposition to the assessment exceed the ballots submitted in favor of the assessment. In tabulating the ballots, the ballots shall be weighted according to the proportional financial obligation of the affected property.

iii. If the City Clerk determines that additional time is needed to tabulate assessment ballots, the City Council shall recess or continue the public meeting to provide sufficient time for the City Clerk to complete the tabulation.

iv. If the City Clerk determines that there is a majority protest, the City shall not impose the new PLLAD assessment.

v. If the City Clerk determines that there is not a majority protest, the City Council shall continue its deliberations and take action on the proposed new PLLAD assessment, including adoption of a Resolution of Formation, pursuant to Streets and Highways Code Section 22594.

vi. The City Clerk's determinations under these Procedures shall be the final determination of the City subject to appropriate judicial review. This shall include the City Clerk's determinations that: (a) the assessment ballot complies with the requirements of these Procedures; or (b) a majority protest has (or has not) been submitted for the proposed PLLAD assessment.

RESOLUTION NO. 25-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA DECLARING THE INTENTION TO ORDER THE FORMATION OF THE PARKS, LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT, APPROVING THE PRELIMINARY ENGINEER'S REPORT, PROVIDING NOTICE OF PUBLIC HEARING, AND DIRECTING THE MAILING OF ASSESSMENT BALLOTS

WHEREAS, by Resolution No. 25-93, approved on July 1, 2025, the City Council ordered the initiation of proceedings for the formation of the City of Benicia Parks, Landscape and Lighting Assessment District pursuant to the Landscaping and Lighting Act of 1972 (Part 2 of Division 15 of the California Streets and Highways Code (commencing with § 22500 thereof) ("Act"); and

WHEREAS, Proposition 218 was adopted on November 6, 1996, adding Articles XIIIC and XIIID to the California Constitution, which impose certain procedural and substantive requirements relating to assessments (as defined).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BENICIA, CALIFORNIA, AS FOLLOWS:

Section 1. The above Recitals are in all respects true and correct.

Section 2. Intent to Order the Formation of the District: The City Council hereby declares its intention to order the formation the proposed assessment district to levy and collect assessments for the "City of Benicia Parks, Landscape and Lighting Assessment District" ("Assessment District"). The boundaries of the District are the City's jurisdictional boundaries (i.e., City limits).

Section 3. Reference to Initiation. In accordance with direction from the City Council, SCI Consulting Group, ("Engineer of Work"), prepared an Engineer's Report ("Report") pursuant to the Act and Article XIIID of the California Constitution. The Report has been prepared, filed with the City Clerk, reviewed, and duly considered by the City Council and is hereby deemed sufficient and preliminarily approved. The Report shall stand as the Engineer's Report for all subsequent proceedings under and pursuant to this Resolution.

Section 4. Description of the Improvements: The purpose of the Assessment District shall be for the installation, maintenance, and servicing of public areas and public facilities, including, but not limited to, landscaping, sprinkler systems, park grounds, park facilities, landscape corridors, ground cover, shrubs and trees, street frontages, playground equipment and hardcourt areas, community centers, drainage systems, lighting, fencing, entry monuments, basketball courts, tennis courts, other recreational facilities, graffiti removal and repainting, and labor, materials, supplies, utilities and equipment, as applicable, for property owned and/or maintained by the City.

A. “Installation” means the construction of recreational or landscape improvements, including, but not limited to, land preparation (such as grading, leveling, cutting and filling), sod, landscaping, irrigation systems, sidewalks and drainage, lighting, playground equipment, play courts, recreational facilities, and public restrooms.

B. “Maintenance” means the furnishing of services and materials for the ordinary and usual maintenance, operation, and servicing of said improvements, including: (a) repair, removal, or replacement of all or part of any improvement; (b) providing for the life, growth, health and beauty of landscaping, including cultivation, irrigation, trimming, spraying, fertilizing, or treating for disease or injury; (c) the removal of trimmings, rubbish, debris, and other solid waste; and (d) the cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti.

C. “Servicing” means the furnishing of: (a) electric current or energy, gas, or other illuminating agent for any public lighting facilities or for the lighting or operation of any other improvements; and (b) water for the irrigation of any landscaping, the operation of any fountains or water features, or the maintenance of any other improvements.

Section 5. Reference to Engineer’s Report: The Report is hereby incorporated by reference. Reference is hereby made to the Report for a full and detailed description of the Improvements, the boundaries of the Assessment District, and the proposed assessments upon assessable lots and parcels of land within the Assessment District. Reference is also hereby made to the Report for an estimate of the costs of the Improvements proposed to be financed from the proceeds of the proposed assessment.

Section 6. Report of the Assessment Engineer: The Report is available for public review at the City of Benicia, located at the City Clerk’s Office, 250 East L St., Benicia, CA 94510. The Engineer’s Report includes:

A. A description of the Improvements to be funded with assessment proceeds, services, and incidental costs; and

B. An estimate of the annual cost of such Improvements; and

C. A description of the assessable parcels of land within the District and proposed to be subject to the assessment; and

D. A description of the proportionate special and general benefits conferred on property by the proposed assessment; and

E. A description of the boundaries of the proposed Assessment District; and

F. A specification of the amount to be assessed upon various types of assessable land to fund the cost of the Improvements; and

G. The proposed method and formula of assessing the costs and expenses of the Improvements to the properties which will specially benefit from the Improvements.

Section 7. Description of Assessment District: The Assessment District consists of the lots and parcels shown on the boundary map of the Assessment District on file with the City Clerk, and reference is hereby made to such map for further particulars.

Section 8. Proposed Assessment Rate: It is the intention of this City Council to levy and collect assessments within the Assessment District. The estimated Fiscal Year 2026-27 cost of providing the Improvements is $1,891,417. Said estimated cost results in a proposed Single-Family Equivalent ("SFE") assessment rate of TWO HUNDRED EIGHT DOLLARS AND TWENTY-SIX CENTS ($208.26) for Zone A, ONE HUNDRED TWENTY-FOUR DOLLARS AND NINETY-SIX CENTS ($124.96) for Zone B, and FORTY-ONE DOLLARS AND SIXTY-FIVE CENTS ($41.65) for Zone C for Fiscal Year 2026-27. That equates to property assessment rates of $208.26 per SFE.

Section 9. Public Hearing: Notice is hereby given that the Public Hearing on the proposed assessment shall be held before the City Council of the City of Benicia in the City Council Chambers, 250 East L Street, Benicia, CA 94510 on Tuesday, October 14, 2025, at the hour of 6:00 p.m., or soon thereafter as the matter may be heard, for the purpose of this City Council's determination of whether the Public interest, convenience, and necessity require the improvements and this City Council's final action upon the report and the assessments therein. All interested persons shall be afforded the opportunity to hear and be heard. The City Council shall consider all oral or written statements made or filed by any interested person. Additionally, property owners are provided an opportunity to participate in the public hearing by submitting a written assessment ballot as well as a written objection.

Section 10. Notice and Ballot: The City Clerk hereby is authorized and directed to cause Notice of the hearing ordered under Section 8 hereof to be given in accordance with law by United States Mail, and such Notice shall be deemed to have been given when so deposited in the United States Mail. The envelope or cover of the mailing shall include the name of the City. The mailed Notice shall be given to all property owners of assessable parcels within the Assessment District by such mailing by name to those persons whose names and addresses appear on the last equalized secured property tax assessment roll of Solano County, or in the case of any public entity, the representative of such public entity at the address thereof known to the City Clerk. The Notice shall include, but not be limited to, the total amount of assessment proposed to be levied in the Assessment District for Fiscal Year 2026-27, the assessment proposed for the owner's particular parcel(s) and the duration thereof and the reason for the assessment. Each Notice shall also contain the proposed assessment and the basis upon which the amount of the assessment was calculated. Each Notice shall also contain an assessment ballot, a summary of the procedures applicable to the completion, return and tabulation of assessment ballots, the date, time,

and location of the public hearing and a statement that the existence of a majority protest will result in the assessment not being imposed. The Notice herein provided shall be mailed not less than forty-five (45) days before the date of the public hearing.

Section 11. Additional Information: To obtain additional information about the proposed assessments, the Assessment District or the proposed Improvements contact: Danielle Bonham, Public Works Director, 250 East L Street, City Hall, Benicia, CA 94510, telephone number (707) 746-4240. The Engineer's Report and other written material about the Assessment District may also be reviewed at the Office of the City Clerk during regular business hours.

Section 12. Annual Assessments: The assessments are proposed to be levied annually. If the proposed assessments are approved and confirmed by the City Council, the assessment is subject to an annual increase tied to the increase, if any, in the Consumer Price Index-U for the San Francisco Bay Area as of December of each succeeding year (the "CPI"), with a maximum annual adjustment not to exceed 4%. Any change in the CPI in excess of 4% shall be cumulatively reserved as the "Unused CPI" and shall be used to increase the maximum authorized assessment rate in years in which the CPI is less than 4%. The maximum authorized assessment rate is equal to the maximum assessment rate in the first fiscal year the assessment was levied adjusted annually by the lesser of 1) 4% or 2) the change in the CPI plus any Unused CPI as described above. In each subsequent year in which the assessments will be levied, an updated Engineer's Report, including a proposed budget and assessment rate, shall be prepared. The updated Engineer's Report shall be considered by the City Council at a noticed public hearing. The updated Engineer's Report shall serve as the basis for the continuation of the assessments.

Section 13. The City Clerk shall certify to the adoption of this Resolution.

*****

On motion of Council Member , seconded by Council Member , the above Resolution was adopted by the City Council of the City of Benicia at a regular meeting of said Council held on the 15th day of July 2025 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

_____
Steve Young, Mayor

Attest:

_____
Lisa Wolfe, City Clerk

_____
Date

Fiscal Year 2026-27

ENGINEER'S REPORT

City of Benicia

Parks, Landscape and Lighting
Assessment District

July 2025
Preliminary Report

Pursuant to the Landscape and Lighting Act of 1972 and Article XIIID of the California Constitution

Engineer of Work:

SCIConsultingGroup
Public Finance Consulting Services

4745 Mangels Boulevard
Fairfield, California 94534
707.430.4300
www.sci-cg.com

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City of Benicia

City Council

Steve Young, Mayor
Trevor Macenski, Vice Mayor
Kari Birdseye, Council Member
Lionel Largaespada, Council Member
Terry Scott, Council Member

City of Benicia Staff

Mario Giuliani, City Manager
Danielle Bonham, Public Works Director

Engineer of Work

SCI Consulting Group

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Introduction

Overview

The City of Benicia ("City") currently provides limited landscaping and parks maintenance within the boundaries of the existing Landscape and Lighting Assessment District. This district consists of five zones, including one residential zone established in 1989. It provides funding for only five of Benicia's 28 parks and lacks an annual inflation adjustment. As a result, funding has not kept pace with rising costs for materials, utilities, labor, and other essential services, making it increasingly difficult to maintain the level of service the community expects for landscaping, lighting, and park services in the areas it covers. Additionally, there are properties outside this existing district that do not contribute directly to the upkeep of shared public spaces, creating an inequitable funding structure.

In 2024, the City adopted an updated Parks, Trails, and Open Space Master Plan, which confirms that Benicia's parks and landscaped areas face significant long-term funding challenges. The plan identifies widespread deferred maintenance and substantial capital needs that remain largely unfunded under current revenue sources. Without additional, reliable funding, the City will be unable to adequately maintain existing service levels, address infrastructure deficiencies, or meet evolving community expectations.

In response, the City is proposing the formation of a citywide Parks, Landscape and Lighting Assessment District ("Assessment District") to replace the existing district. This new district would provide dedicated, sustainable, and locally controlled funding to support maintenance, rehabilitation, and improvements across all parks and landscaped areas in Benicia. The proposed assessment includes a cost-of-living adjustment to ensure funding keeps pace with increasing service costs over time. This Engineer's Report ("Report") documents the need for the proposed district, outlines the services and improvements to be funded, and presents the methodology for determining and apportioning the assessments to benefiting properties.

Assessment Process

This Engineer's Report 1.) Establishes the budget for the improvements, maintenance, and services to be undertaken by the Assessment District that will be funded by the proposed Fiscal Year 2026-27 assessments; 2.) Determines the benefits received from the improvements, maintenance, and services by property within the Assessment District; and 3.) Describes the method of assessment apportionment to lots and parcels. This Engineer's Report and the proposed assessments have been made pursuant to the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code (the "Act") and Article XIIID of the California Constitution (the "Article").

Following the submittal of this Report to the City of Benicia City Council ("Council") for preliminary approval, the Council may, by Resolution, call for an assessment ballot proceeding and Public Hearing on establishing the Parks, Landscape and Lighting Assessment District.

If the Council approves such Resolution and calls for the mailing of notices and ballots, a notice of assessment and assessment ballot will be mailed to property owners at least 45 days prior to the date of the Public Hearing set by the Council. Such notice would include a description of the assessments as well as an explanation of the method of voting on the assessments. Each notice would include a ballot on which the property owner could mark his or her approval or disapproval of the assessments and a ballot return envelope.

After the ballots are mailed to property owners, a minimum 45-day time period must be provided for the return of the assessment ballots. Following this 45-day time period, a public hearing must be held for the purpose of allowing public testimony regarding the proposed assessments and services. At this hearing, the public would have the opportunity to provide input on this issue and would have a final opportunity to submit ballots. After the conclusion of the public input portion of the hearing, the hearing may be continued to a later time to allow time for the tabulation of ballots.

With the passage of Proposition 218 on November 6, 1996, The Right to Vote on Taxes Act, now Article XIIIC and XIIID of the California Constitution, the proposed assessments can be levied for Fiscal Year 2026-27 and future years, only if the ballots submitted in favor of the assessments are greater than the ballots submitted in opposition to the assessments. Each ballot is weighted by the amount of proposed assessment for the property that it represents.

If it is determined, when the tabulation results are announced, that the assessment ballots submitted in opposition to the proposed assessments do not exceed the assessment ballots submitted in favor of the assessments (weighted by the proportional financial obligation of the property for which ballots are submitted) the Council may take action, by resolution, to approve the levy of the assessments for Fiscal Year 2026-27 and future fiscal years. If the assessments are so confirmed and approved, the levies will be submitted to the Solano County Auditor-Controller for inclusion on the property tax rolls for Fiscal Year 2026-27.

The authority granted by the ballot proceeding is for a maximum assessment rate of $208.26 per single-family home for the first fiscal year. The assessment is subject to an annual increase tied to the increase, if any, in the Consumer Price Index-U for the San Francisco Bay Area as of December of each succeeding year (the "CPI"), with a maximum annual adjustment not to exceed 4%. Any change in the CPI in excess of 4% shall be cumulatively reserved as the "Unused CPI" and shall be used to increase the maximum authorized assessment rate in years in which the CPI is less than 4%. The maximum authorized assessment rate is equal to the maximum assessment rate in the first fiscal year the assessment will be levied and adjusted annually by the lesser of 1) 4% or 2) the change in the CPI plus any Unused CPI as described above.

The procedures for levy of the assessments in future years commence with the creation of a budget for the upcoming fiscal year's costs and services, an updated assessment roll listing all parcels and their proposed assessments for the upcoming fiscal year, and the preparation of an updated Engineer's Report. After these documents are prepared and submitted, they could be reviewed and preliminarily approved by the Council at a public meeting. At this meeting, the Council could also call for the publication in a local newspaper of the intent to continue the assessment and set the date for a noticed public hearing. At the annual public hearing, members of the public could provide input to the Council prior to the Council's decision on continuing the services and assessments for the next fiscal year.

Public Review Process Under AB 2257

AB 2257, effective January 1, 2025, codifies Government Code §§ 53759.1 and 53759.2. Government Code § 53759.1 authorizes public agencies to implement an exhaustion of administrative remedies requirement in the context of a proposed Proposition 218 assessment. If the local agency complies with certain specified requirements, property owners are required to submit a written objection regarding a proposed assessment during the ratemaking process and by a specified deadline no less than 45 days after mailing of notice pursuant to Proposition 218, and prohibited from challenging the assessment in litigation if they did not submit a timely written objection. To implement this requirement, the local agency is required, among other things, to prepare written responses to the timely submitted objections and present them to the local agency governing body, which will make certain specified determinations prior to the close of the Proposition 218 public hearing. This process is intended to run concurrently with the Proposition 218 timeline and does not impact a property owner's ability to submit a protest pursuant to Proposition 218.

Government Code § 53759.2 specifies the scope of a Court's review of the administrative record of the underlying ratemaking proceeding, if the local agency complied with Government Code § 53759.1 in adopting the assessment being challenged.

The City of Benicia ("City") intends to comply with and implement Government Code § 53759.1 with respect to the proposed assessment. Property owners will be informed of the deadline and process to submit a written objection, and other dates related to the City's compliance with this provision.

Legislative Analysis

Proposition 218

This assessment is formed consistent with Proposition 218, The Right to Vote on Taxes Act, which was approved by the voters of California on November 6, 1996, and is now Article XIIIC and XIIID of the California Constitution. Proposition 218 provides procedures and requirements for benefit assessments to be levied to fund the cost of providing services, improvements, as well as maintenance and operation expenses to a public improvement that benefits the assessed property.

Proposition 218 describes several important requirements, including a property owner balloting, for the formation and continuation of assessments, and these requirements are satisfied by the process used to establish this assessment.

Silicon Valley Taxpayers Association, Inc. v Santa Clara County Open Space Authority

In July of 2008, the California Supreme Court issued its ruling in Silicon Valley Taxpayers Association, Inc. v. Santa Clara County Open Space Authority ("SVTA vs. SCCOSA"). This ruling is the most significant court case in further legally clarifying the substantive assessment requirements of Proposition 218. Several of the most important elements of the ruling included further emphasis that:

- Benefit assessments are for special, not general, benefit.
- The services and/or improvements funded by assessments must be clearly defined.
- Special benefits are directly received by and provide a direct advantage to property in the assessment district.

Dahms v. Downtown Pomona Property

On June 8, 2009, the 4th District Court of Appeal amended its original opinion upholding a benefit assessment for property in the downtown area of the City of Pomona. On July 22, 2009, the California Supreme Court denied review. On this date, Dahms became good law and binding precedent for assessments. In Dahms, the court upheld an assessment that was 100% special benefit (i.e., 0% general benefit) on the rationale that the services and improvements funded by the assessments were directly provided to property in the assessment district. This Court also upheld discounts and exemptions from the assessment for certain properties.

Bonander v. Town of Tiburon

On December 31, 2009, the 1st District Court of Appeal overturned a benefit assessment approved by property owners to pay for placing overhead utility lines underground in an area of the Town of Tiburon. The Court invalidated the assessments on the grounds that the assessments had been apportioned to assessed property based in part on relative costs within sub-areas of the assessment district instead of proportional special benefits.

Beutz v. County of Riverside

On May 26, 2010, the 4th District Court of Appeal issued a decision on the Steven Beutz v. County of Riverside ("Beutz") appeal. This decision overturned an assessment for park maintenance in Wildomar, California, primarily because the general benefits associated with improvements and services were not explicitly calculated, quantified, and separated from the special benefits.

Golden Hill Neighborhood Association v. City of San Diego

On September 22, 2011, the 4th District Court of Appeal issued a decision on the Golden Hill Neighborhood Association v. City of San Diego appeal. This decision overturned an assessment for street and landscaping maintenance in the Greater Golden Hill neighborhood of San Diego, California. The court described two primary reasons for its decision. First, like in Beutz, the court found the general benefits associated with services were not explicitly calculated, quantified, and separated from the special benefits. Second, the court found that the City had failed to record the basis for the assessment on its own parcels.

Compliance with Current Law

This Engineer's Report is consistent with the requirements of Article XIIIC and XIIID of the California Constitution and with the *SVTA* decision because the assessments are for special, not general, benefit; the improvements to be funded are clearly defined; the improvements are directly available to and will directly benefit property in the Assessment District; and the improvements provide a direct advantage to property in the Assessment District that would not be received in absence of the Assessments.

This Engineer's Report is consistent with *Dahms* because, similar to the Downtown Pomona assessment validated in *Dahms*, the services will be directly provided to property in the Assessment District. Moreover, while *Dahms* could be used as the basis for a finding of 0% general benefits, this Engineer's Report establishes a more conservative measure of general benefits.

This Engineer's Report is consistent with *Beutz, Dahms,* and *Greater Golden Hill* because the improvements will directly benefit property in the Assessment District, and the general benefits have been explicitly calculated and quantified and excluded from the Assessments. The Engineer's Report is consistent with *Bonander* because the Assessments have been apportioned based on the overall cost of the improvements and proportional special benefit to each property.

Plans and Specifications

The improvements to be undertaken by the Parks, Landscape and Lighting Assessment District and the cost thereof paid from the levy of the annual assessment provide a special benefit to parcels within the City, as defined in the Method of Assessment herein. In addition to the definitions provided by the Landscaping and Lighting Act of 1972 (the "Act"), the work and Improvements are generally described as follows:

The installation, maintenance, and servicing of public areas and public facilities, including, but not limited to, landscaping, sprinkler systems, park grounds, park facilities, landscape corridors, ground cover, shrubs and trees, street frontages, playground equipment and hardcourt areas, community centers, drainage systems, lighting, fencing, entry monuments, basketball courts, tennis courts, other recreational facilities, graffiti removal and repainting, and labor, materials, supplies, utilities and equipment, as applicable, for property owned and/or maintained by the City.

"Installation" means the construction of recreational or landscape improvements, including, but not limited to, land preparation (such as grading, leveling, cutting and filling), sod, landscaping, irrigation systems, sidewalks and drainage, lighting, playground equipment, play courts, recreational facilities, and public restrooms.

"Maintenance" means the furnishing of services and materials for the ordinary and usual maintenance, operation, and servicing of said improvements, as defined in Streets and Highways Code §22531, including: (a) repair, removal, or replacement of all or part of any improvement; (b) providing for the life, growth, health and beauty of landscaping, including cultivation, irrigation, trimming, spraying, fertilizing, or treating for disease or injury; (c) the removal of trimmings, rubbish, debris, and other solid waste; and (d) the cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti.

"Servicing" means the furnishing of utilities and resources necessary to operate and maintain improvements, as defined in Streets & Highways Code §22538, including: (a) electric current or energy, gas, or other illuminating agent for any public lighting facilities or for the lighting or operation of any other improvements; and (b) water for the irrigation of any landscaping, the operation of any fountains or water features, or the maintenance of any other improvements.

Incidental expenses include all of the following, as defined in Streets & Highways Code §22526: (a) The costs of preparation of the report, including plans, specifications, estimates, diagram, and assessment; (b) the costs of printing, advertising, and the giving of published, posted, and mailed notices; (c) compensation payable to the County for collection of assessments; (d) compensation of any engineer or attorney employed to render services in proceedings pursuant to this part; (e) any other expenses incidental to the construction, installation, or maintenance and servicing of the improvements; (f) any expenses incidental to the issuance of bonds or notes pursuant to Streets & Highways Code Section 22662.5; and (g) costs associated with any elections held for the approval of a new or increased assessment.

All assessment proceeds will be used exclusively for the Improvements described herein and incidental expenses within the Assessment District.

Estimate of Cost and Budget

The 1972 Act provides that the total costs for providing the improvements, maintenance, and services of the Assessment District can be recovered in the assessment spread, including incidental expenses. The latter can include engineering fees, legal fees, printing, mailing, postage, publishing, and all other costs identified with the Assessment District proceedings.

An estimate of Assessment District costs for Fiscal Year 2026-27 for maintenance and services is provided in Table 1 below.

Table 1 - Fiscal Year 2026-27 Estimate of Cost and Budget

City of Benicia Parks, Landscape and Lighting Assessment District ESTIMATE OF COST FISCAL YEAR 2026-27		
Maintenance, Service and Capital Expenditures		
Maintenance and Servicing	3,621,008	
Utilities (electric)	251,994	
Capital Outlay	788,413	
Total Maintenance, Service and Capital Expenditures		$4,661,415
Incidental Expenses		
Assessment Collection, Professional Services and Administration		$27,436
Total Budget		**$4,688,851**
District Contribution from Other Sources		
City's Contribution for General Benefit		($2,797,434)
Total District Contribution from Other Sources		($2,797,434)
Balance to Assessment		**$1,891,417**
Assessment District Budget Allocation to Parcels		
Total Assessment Budget		$1,891,417
Single Family Equivalent Benefit Units in District		9,082
Assessment per Single Family Equivalent Unit (SFE)		$208.26
Zone A (100% of SFE)		$208.26
Zone B (60% of SFE)		$124.96
Zone C (20% of SFE)		$41.65

Method of Apportionment

This section includes an explanation of the special benefits to be derived from the improvement, maintenance, operations, and repair activities, the criteria for the expenditure of assessment funds and the methodology used to apportion the total assessments to properties within the proposed Assessment District. The proposed Assessment District area consists of all Assessor Parcels included within the City boundary.

Pursuant to Proposition 218, the method used for apportioning the assessment is based upon the proportional special benefits conferred to the properties over and above the general benefits conferred to real property in the proposed Assessment District, or to the public at large. Special benefit is calculated for each parcel in the District using the following process:

1.) Identification of all benefit factors derived from the Improvements.

2.) Calculation of the proportion of these benefits that are general.

3.) Determination of the relative special benefit within different areas (zones of benefit) of the Assessment District, if any.

4.) Determination of the relative special benefit per property type.

5.) Calculation of the specific assessment for each individual parcel based upon special vs. general benefit, zones, property type and other supporting attributes.

The Assessment District consists of certain assessor parcels within the boundaries as defined by the Assessment Diagram referenced in this report and the parcels identified by the Assessor Parcel Numbers listed with the levy roll. The parcel list includes all privately and publicly owned parcels as shown. The method used for apportioning the Assessment is based upon the relative special benefits to be derived by the properties in the District over and above general benefits conferred on real property or to the public at large. The Assessment is apportioned to lots and parcels in proportion to the relative special benefit from the improvements.

The apportionment of special benefit is a two-step process: the first step is to identify the types of special benefit arising from the improvements and the second step is to allocate the Assessments to property based on the estimated relative special benefit for each type of property.

Discussion of Benefit

In summary, the assessments can only be levied based on the special benefit to property. This benefit is received by property over and above any general benefits. With reference to the requirements for assessments, Section 22573 of the Landscaping and Lighting Act of 1972 states:

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

Proposition 218, as codified in Article XIIID of the California Constitution, has confirmed that assessments must be based on the special benefit to property and that the value of the special benefits must exceed the cost of the assessment:

> *"No assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel."*

The following benefit categories summarize the types of special benefit to residential, commercial, industrial, and other lots and parcels resulting from the improvements to be provided with the assessment proceeds. These types of special benefit are summarized as follows:

1. Proximity to improved landscaped areas within the Assessment District
2. Access to improved landscaped areas within the Assessment District
3. Improved views within the Assessment District
4. Improved nighttime visibility and safety from streetlights
5. Creation of individual lots for residential and commercial use that, in absence of the assessments, would not have been created.

In this case, the SVTA v. SCCOSA decision provides enhanced clarity to the definitions of special benefits to properties from similar improvements in three distinct areas:

- Proximity
- Expanded or improved access
- Views

The SVTA v. SCCOSA decision also clarifies that a special benefit is a service or improvement that provides a direct advantage to a parcel and that indirect or derivative advantages resulting from the overall public benefits from a service or improvement are general benefits. The SVTA v. SCCOSA decision also provides specific guidance that park improvements are a direct advantage and special benefit to property that is proximate to a park that is improved by an assessment:

"The characterization of a benefit may depend on whether the parcel receives a direct advantage from the improvement (e.g. proximity to a park) or receives an indirect, derivative advantage resulting from the overall public benefits of the improvement (e.g. general enhancement of the district's property values)."

Proximity, improved access, and views, in addition to the other special benefits listed above further strengthen the basis of these assessments.

Moreover, the Dahms decision further clarified that certain services and improvements funded by assessments, that are over and above what otherwise would be provided and that other property in general and the public do not share or receive are 100% special benefit. The assessment-funded services upheld by Dahms included streetscape maintenance and security services.

Benefit Factors

The special benefits from the improvements are further detailed below:

Proximity to improved landscaped areas within the Assessment District

The Assessment District is coterminous with the boundaries of the City of Benicia. All parcels included within the Assessment District have been determined to receive a direct and special benefit from the installation, maintenance, and servicing of public parks, landscaped areas, and lighting improvements funded by the assessments.

In absence of the assessments, the improvements and the landscaping areas in the Assessment District would be degraded due to insufficient funding for maintenance, upkeep, and repair. Therefore, the assessments provide improvements that are over and above what otherwise would be provided. Improvements that are over and above what otherwise would be provided do not by themselves translate into special benefits but when combined with the unique proximity and access enjoyed by parcels in the Assessment District, they provide a direct advantage and special benefit to property in the Assessment District.

Access to improved outdoor and landscaped areas within the Assessment District

Since the parcels in the Assessment District are the only parcels that enjoy close and convenient access to the improved parks and landscaped areas, they directly benefit from the network of maintained public spaces funded by the assessments. This access improves the usability, recreational value, and aesthetic environment of the surrounding community. This enhanced access represents a distinct and tangible advantage that is not available to the general public or properties outside the Assessment District, and therefore constitutes a special benefit to properties within the Assessment District.

Improved views within the Assessment District

The City, by maintaining permanent public improvements funded by the assessments in the Assessment District, provides improved views to properties throughout the City. The properties in the Assessment District enjoy proximity, access, and visibility to a distributed network of parks, landscaped areas, and public facilities that are maintained through the assessments. Therefore, the improved and protected views provided by the assessments are another direct and tangible advantage that is uniquely conferred upon property within the Assessment District.

Improved nighttime visibility and safety from streetlights

Well maintained, effective street lighting provides special benefit to proximate parcels, within the range of the light, because it allows for use of the property in the evenings and night. Street lighting also provides special benefit as it increases safety and reduces the likelihood of crime on the proximate parcels.

Since the parcels in the Assessment District are the only parcels that receive this direct benefit throughout the City, they enjoy improved nighttime visibility and safety resulting from streetlights funded by the assessments. These lighting improvements enhance the usability of adjacent public spaces and right-of-way areas and contribute to safer travel, recreation, and activity during non-daylight hours. This is a direct and tangible advantage uniquely conferred upon properties within the Assessment District.

Creation of Individual Lots for Residential Use that, in Absence of the Assessments, Would Not Have Been Created

In the proposed Assessment District, many residential parcels were originally created through subdivision and development processes that required the installation of landscaping, lighting, and other public improvements as conditions of approval. The proposed assessments would provide the necessary funding for the continued maintenance of these improvements, which support the development and habitability of those parcels.

As parcels are sold, new owners would be informed of the assessments through title reports and, in some cases, through Department of Real Estate "White Paper" reports indicating that the parcels are subject to assessment. Purchase of property within the proposed Assessment District would also constitute agreement to pay the assessment.

In the absence of the proposed assessments, the continued maintenance and servicing of improvements associated with many existing residential lots would not be adequately funded. These parcels, and the improvements that were constructed to serve them, receive a direct advantage and special benefit from the assessments.

General versus Special Benefit

Article XIIIC of the California Constitution requires any local agency proposing to increase or impose a benefit assessment to "separate the general benefits from the special benefits conferred on a parcel." The rationale for separating special and general benefits is to ensure that property owners subject to the benefit assessment are not paying for general benefits. An assessment can fund special benefits but cannot fund general benefits. Accordingly, a separate estimate of the special and general benefit is given in this section.

In other words:

Total Benefit	=	General Benefit	+	Special Benefit

There is no widely accepted or statutory formula for general benefit. General benefits are benefits from improvements or services that are not special in nature, are not "particular and distinct" and are not "over and above" benefits received by other properties. SVTA vs. SCCOSA provides some clarification by indicating that general benefits provide "an indirect, derivative advantage" and are not necessarily proximate to the improvements.

In this Report, the general benefit is liberally estimated and described, and then budgeted so that it is funded by sources other than the Assessment.

The starting point for evaluating general and special benefits is the current, baseline level of service. The Assessment will fund improvements "over and above" this general, baseline level and the general benefits estimated in this section are over and above the baseline.

A formula to estimate the general benefit is listed below:

General Benefit	**=**	**Benefit to Real Property Outside the Assessment District**	**+**	**Benefit to Real Property Inside the Assessment District that is Indirect and Derivative**	**+**	**Benefit to the Public at Large**

Special benefit, on the other hand, is defined in the state constitution as "a particular and distinct benefit over and above general benefits conferred on real property located in the district or to the public at large." The SVTA v. SCCOSA decision indicates that a special benefit is conferred to a property if it "receives a direct advantage from the improvement (e.g., proximity to a park)." In these Assessments, as noted, properties in the District have close and unique proximity, views and access to the improvements and uniquely improved desirability from the improvements and other properties and the public at large do not receive significant benefits because they do not have proximity, access, or views of the Improvements. Therefore, the overwhelming proportion of the benefits conferred to property is special and is only minimally received by property outside the Districts or the public at large.

Benefit Finding

Quantification of General Benefit

In this section, the general benefit from landscaping and other types of improvements is liberally estimated and described, and then budgeted so that it is funded by sources other than the Assessment.

Benefit to Property *Outside and Nearby* the Assessment Districts

Properties within the Assessment District receive nearly all of the special benefits from the improvements because they enjoy unique proximity, access, and visibility to parks, landscaped areas, and public facilities funded by the assessments. These advantages are not conferred upon the public at large or properties outside the Assessment District.

Although general benefit is sometimes attributed to properties directly adjacent to an Assessment District, the parcels just outside Benicia's city limits are predominantly undeveloped open space. These parcels do not generate residents, employees, customers, or guests and are not reasonably accessed by the general public. Furthermore, they do not receive enhanced views, access, or property value from the improvements and have no anticipated future development that would result in such benefit.

Similarly, developed residential parcels in Vallejo, which is adjacent to Benicia to the west, have very limited direct access to Benicia's park and landscaping improvements, and this access is limited to automobile travel via Interstate 780 and the Columbus Parkway. Vallejo's (including Greater Vallejo Recreation District) facilities are far more accessible and convenient and provide offsetting benefit to Vallejo properties. Hence, even the nearby Vallejo parcels do not receive measurable benefit from Benicia's landscaping and parks.

Although several recreational trails (such as the Bay Area Ridge Trail) extend from City-managed lands into open space adjacent to the City limits, the affected parcels are undeveloped and receive no unique or parcel-specific advantage. Thus, under Article XIIID of the California Constitution, which requires that assessments be based strictly on the special benefit conferred to a property above and beyond general benefits, these parcels receive no measurable special benefit and are not assessed. The minor public benefit to users of these trails is already included in the Benefit to the Public at Large section below.

Because these open space parcels lack any identifiable or quantifiable advantage from the improvements, they receive no measurable general benefit under Article XIIID. Therefore, the general benefit to properties outside the Assessment District is determined to be negligible.

General Benefit that is Outside and Nearby **≈ 0.0%**

Benefit to Property *Inside* the Assessment Districts that is *Indirect and Derivative*

The "indirect and derivative" benefit to property within the Assessment District is particularly difficult to calculate. A solid argument can be presented that all benefit within the District is special because the other improvements are clearly "over and above" and "particular and distinct" when compared with the baseline level of service and the unique proximity, access and views of the other improvements enjoyed by benefiting properties in the Assessment District.

Nevertheless, the SVTA vs. SCCOSA decision indicates there may be general benefit "conferred on real property located in the district." A measure of the general benefits to property within the Assessment area is the percentage of land area within or directly abutting the District that is publicly owned and used for regional purposes such as regional parks, major roads, rail lines and other regional facilities because such properties used for regional purposes could provide indirect benefits to the public at large.

In the City of Benicia, the District is citywide and includes the boundaries of the entire incorporated area. Regional-use lands located within the city include the Benicia State Recreation Area, Benicia Capitol State Historic Park, and the I-680 corridor including the Benicia–Martinez Bridge right of way. These public facilities are used by the general public and provide broad regional access and benefit.

However, most of these areas are either linear transportation corridors, passive open space, or isolated sites that serve limited recreational or historic functions. They are not located in close proximity to the types of residential and neighborhood-serving improvements that are funded through the Assessment District, nor do they benefit from or contribute to the ongoing maintenance of local streetscapes, lighting, or parks that provide direct special benefit to assessable parcels. The regional sites are also publicly owned and do not represent parcels that would otherwise receive a direct and particular benefit from the improvements funded by the assessments.

To estimate the portion of general benefit attributable to these regional facilities, the total land area of the City of Benicia, which is approximately 8,200 acres, is compared with the area of publicly owned regional-use lands located within the city. These include approximately 447 acres of the Benicia State Recreation Area, 150 acres of I-680 and bridge right of way, and 1 acre for the Benicia Capitol State Historic Park. This results in an estimated 598 acres of regional-use land. To account for the limited access, passive nature, weak connection to District-funded improvements, and the inclusion of corridors or sites that do not directly enhance adjacent properties, a 40% reduction is applied, yielding a net of approximately 359 acres. When compared to the total citywide land area, this results in an estimated general benefit to property inside the District of 4.4%.

Estimated publicly owned regional-use land	+	598 acres
Limited relevance to improvements (-40%)	-	239 acres
Adjusted publicly owned regional-use land		359 acres
Total land area of the City of Benicia:	÷	8,200 acres
General Benefit Inside the District		**≈ 4.4 %**

Benefit To The Public At Large

The general benefit to the public at large can be estimated by the proportionate amount of time that the Assessment District's improvements are used and enjoyed by individuals who are not residents, employees, customers, or property owners in the Assessment District. It should be noted that the improvements maintained by the Assessment District do not attract the public at large in the same way as large regional parks or specialized destination venues, and they confer far less benefit to the general public than such facilities. In essence, the public does not visit an area to enjoy its outdoor landscaped improvements in the same way as they may visit a regional park or destination trailhead.

Approximately 15% of the City's publicly accessible landscaped frontage maintained by the Assessment District lies along major arterials that carry significant non-local traffic such as Military West, Rose Drive, and East Second Street. These corridors are commonly traveled by residents and non-residents alike, including visitors heading to the downtown area or marina. A generous assumption is made that 40% of trips along these arterials are by people who are not residents, employees, or customers of properties in the Assessment District. Of all the benefits provided by the improvements, it is estimated that only 10% of those benefits are conferred to passersby in the form of visual or aesthetic enjoyment.

Visibility Along Major Roadways
= 15% (landscaped frontage) × 40% (non-local traffic) × 10% (visual benefit)
≈ 0.6% General Benefit

According to the City of Benicia's 2024 Parks, Trails, and Open Space Master Plan, Benicia is not considered a major regional park destination. However, Benicia hosts several events and public attractions that may draw regional visitors. Parks such as Benicia Community Park, Alvarez Park, and the Marina area have hosted sports tournaments, festivals, and public gatherings. The City's First Street Green and nearby waterfront areas, along with centrally located parks like City Park and Jack London Park, lie along popular routes frequented by tourists and regional trail users. Events such as the Peddler's Fair, the seasonal Farmers Market, and access to the Bay Trail system may lead to occasional use of these parks and facilities by individuals not associated with properties in the Assessment District. It is conservatively estimated that 1.5% of park usage originates from individuals who are not associated with parcels in the Assessment District.

Occasional Use of Parks by Regional Visitors **≈ 1.5% General Benefit**

An additional 0.5% general benefit is included to conservatively account for incidental or untracked use of improvements maintained by the Assessment District. This includes occasional trail use, passive enjoyment of open spaces, and unquantified visits by non-residents who interact with the City's publicly accessible greenbelts, view corridors, and waterfront areas. For example, segments of the Bay Trail pass through Benicia and offer continuous pedestrian and bicycle access across City-managed landscapes, while several neighborhood parks and landscaped medians are visibly accessible from public sidewalks and roads. These types of untracked interactions are modest in scale but do exist, and the inclusion of a 0.5% factor ensures that the assessment calculations remain conservative and legally defensible by recognizing all potential public benefit, even when minimal or incidental.

Buffer for Unaccounted General Use **≈ 0.5% General Benefit**

Therefore, we find that the General Benefit to the Public at Large is the sum of the above components at 2.6%. This proportion will be funded by non-assessment sources.

Visibility Along Major Roadways		0.6%
Occasional Use of Parks by Regional Visitors	+	1.5%
Buffer for Unaccounted General Use	+	0.5%
General Benefit to the Public at Large		**≈ 2.6%**

Summary of General Benefit

Using a sum of these three measures of general benefit, we find that approximately 7.0% of the benefits conferred by the improvements may be general in nature and should be funded by sources other than the assessment.

	Landscaping General Benefit Calculation	
	0.00%	*Outside the District*
	4.40%	*Inside the District*
	2.60%	*Public At Large*
≈	*7.00%*	*Total General Benefit*

Zones of Benefit

The Benicia Parks, Landscape and Lighting Assessment District was formed to provide a funding source for the ongoing maintenance and servicing of parks, public landscaped areas, and street lighting throughout the City of Benicia. The boundaries of the Assessment District are coterminous with the City limits and include only those properties that receive a direct and particular benefit from the improvements funded by the assessments.

The SVTA decision indicates:

> *In a well-drawn district — limited to only parcels receiving special benefits from the improvement — every parcel within that district receives a shared special benefit. Under section 2, subdivision (i), these benefits can be construed as being general benefits since they are not "particular and distinct" and are not "over and above" the benefits received by other properties "located in the district."*
>
> *We do not believe that the voters intended to invalidate an assessment district that is narrowly drawn to include only properties directly benefiting from an improvement. Indeed, the ballot materials reflect otherwise. Thus, if an assessment district is narrowly drawn, the fact that a benefit is conferred throughout the district does not make it general rather than special. In that circumstance, the characterization of a benefit may depend on whether the parcel receives a direct advantage from the improvement (e.g., proximity to park) or receives an indirect, derivative advantage resulting from the overall public benefits of the improvement (e.g., general enhancement of the district's property values).*

Consistent with this precedent, the City of Benicia has designated three zones of benefit within the Assessment District based on the degree of special benefit conferred to each property. These zones are determined by both the parcel's proximity to parks and its practical access to those facilities. The zone boundaries account for barriers such as freeways, major roads, or terrain that may impede direct access.

- Zone A includes properties located within one-half mile of a public park with direct access. These parcels receive the highest level of benefit and are assessed at the full rate.
- Zone B includes parcels between one-half mile and one and one-half miles from a park, adjusted for physical accessibility. These properties receive a moderate level of benefit and are assessed at 60% of the Zone A rate.
- Zone C includes parcels more than one and one-half miles from a park or with significantly limited access. These parcels receive the least relative benefit and are assessed at 20% of the Zone A rate.

Each parcel in the Assessment District is assigned to one of these zones based on geographic information system (GIS) mapping and access analysis performed by the Assessment Engineer. This tiered approach ensures that assessment levels correspond to the relative degree of benefit received, as required by Article XIIID of the California Constitution.

Method of Assessment

As previously discussed, the proposed assessments will provide additional maintenance and services of existing improvements that will clearly confer special benefits to properties in the Assessment District. The allocation of special benefits to property is partially based on the type of property and the size of property. These benefits can also partially be measured by the occupants on property in the Assessment District because such parcel population density is a measure of the relative benefit a parcel receives from the improvements. It should be noted that many other types of "traditional" assessments also use parcel population densities to apportion the assessments. For example, the assessments for sewer systems, roads, and water systems are typically allocated based on the population density of the parcels assessed. Therefore, the apportionment of benefit is reasonably based on the type of parcel, the size of parcels, and the population density of parcels.

The primary step in apportioning assessments is to determine the relative special benefit for each property. This process involves determining the relative benefit received by each property in relation to a single-family home or, in other words, on the basis of Single Family Equivalents (SFE). This SFE methodology is commonly used to distribute assessments in proportion to estimated special benefit and is generally recognized as providing the basis for a fair and appropriate distribution of assessments. For the purposes of this Engineer's Report, all properties are designated an SFE value, which is each property's relative benefit in relation to a single-family home on one parcel. In this case, the "benchmark" property is the single-family detached dwelling which is one Single Family Equivalent or one SFE.

Finally, the special benefits to be derived from the proposed assessments will be conferred on property and are not based on a specific property owner's use of the improvements, a specific property owner's occupancy of property, or the property owner's demographic status such as age or number of dependents. However, it is ultimately people who value the special benefits described above and use and enjoy the Assessment District's landscaped areas. In other words, the benefits derived to property are related to the average number of people who could potentially live on, work at, or otherwise could use a property, not how the property is currently used by the present owner. Therefore, the number of people who could or potentially live on, work at, or otherwise use a property is one indicator of the relative level of benefit received by a property.

In conclusion, the Assessment Engineer determined that the appropriate method of assessment apportionment should be based on the type and use of property, the relative size of the property, its relative population and usage potential, and its proximity to landscaped areas. This method is further described below.

Residential Properties

Certain residential properties in the Assessment District that contain a single residential dwelling unit are assigned one Single Family Equivalent or 1.0 SFE. Detached or attached houses, zero-lot line houses and town homes are included in this category of single family residential property. If there is more than one single family detached dwelling on a parcel, it is charged one SFE per single family detached dwelling.

Properties with more than one residential unit (other than parcels with more than one detached single family dwelling as described above) are designated as multi-family residential properties. These properties benefit from the Improvements in proportion to the number of dwelling units that occupy each property, the average number of people who reside in multi-family residential units versus the average number of people who reside in a single family home and the relative size of each type of residential dwelling unit. The population density factors for the area in Solano County encompassing the Assessment District, as depicted in the following table, provide the basis for determining the SFE factors for residential properties. Using the total population in a certain property type in the area from the 2022 United States Census Bureau and dividing it by the total number of such households, finds that approximately 2.76 persons occupy each single family residence, whereas an average of 2.76 persons occupy each condominium. The ratio of 2.76 people on average for a single family residence and 2.76 people per dwelling unit in a condominium unit results in a population density equivalent of 1.00 for condominiums. Next, the relative building areas are factored into the analysis because special benefits are related to the average size of a property, in addition to average population densities. For a condominium, this calculation results in an SFE factor of 0.60 per dwelling unit. A similar calculation is used for the SFE Rates for other residential property types.

Table 2 - Residential Density and Assessment Factors

Type of Property	*Total Population*	*Occupied Households*	*Persons per Household*	*Pop. Density Equivalent*	*SqFt Factor*	*Proposed Rate*
Single Family Residential	19,636	7,124	2.76	1.00	1.00	**1.00**
Condominium	2,845	1,032	2.76	1.00	0.60	**0.60**
Duplex, Triplex, Fourplex	1,581	906	1.75	0.63	0.49	**0.31**
Multi-Family Residential (5+ Units)*	2,315	1,355	1.71	0.62	0.25	**0.16**
Mobile Home on Separate Lot	624	456	1.37	0.50	0.33	**0.17**

* For properties in excess of 20 units is determined to be 0.16 SFE per unit for the first 20 units and 0.10 SFE per each additional unit in excess of 20 dwelling units

Source: 2022 United States Census Bureau, City of Benicia, and property dwelling size information from the Solano County Assessor data and other sources.

The single family equivalency factor of 0.16 per dwelling unit for multifamily residential properties of 5 or more units applies to such properties with 20 or fewer units. Properties in excess of 20 units typically offer on-site recreational amenities and other facilities that tend to offset some of the benefits provided by the improvements. Therefore the benefit for properties in excess of 20 units is determined to be 0.16 SFE per unit for the first 20 units and 0.10 SFE per each additional unit in excess of 20 dwelling units.

Commercial/Industrial Properties

SFE values for commercial and industrial land uses are based on the equivalence of special benefit on a land area basis between single family residential property and the average commercial/industrial property. The SFE values for various commercial and industrial land uses are further defined by using average employee densities because the special benefit factors described previously can be measured by the average number of people who work at commercial/industrial properties.

In order to determine employee density factors, the findings from the San Diego Association of Governments Traffic Generators Study (the "SANDAG Study") are used because these findings were approved by the State Legislature as being a good representation of the average number of employees per acre of land area for commercial and industrial properties. As determined by the SANDAG Study, the average number of employees per acre for commercial and industrial property is 24.

In comparison, the average number of people residing in a single family home in the area is 2.76. Since the average lot size for a single family home in the Assessment District is approximately 0.20 acres, the average number of residents per acre of residential property is 13.8.

The employee density per acre is generally 1.7 times the population density of single family residential property per acre (24 employees per acre / 13.8 residents per acre). Therefore, the average employee density can be used as the basis for allocating benefit to commercial or industrial property since a commercial/industrial property with 1.7 employees receives generally similar special benefit to a residential property with 1 resident. This factor of equivalence of benefit between 1 resident to 1.7 employees is the basis for allocating commercial/industrial benefit. Table 3 below shows the average employees per acre of land area or portion thereof for commercial and industrial properties and lists the relative SFE factors per quarter acre for properties in each land use category.

Commercial and industrial properties in excess of 5 acres generally involve uses that are more land intensive relative to building areas and number of employees (lower coverage ratios). As a result, the benefit factors for commercial and industrial property land area in excess of 5 acres is determined to be the SFE rate per quarter acre for the first 5 acres and the relevant SFE rate per each additional acre over 5 acres.

Institutional properties that are used for residential, commercial or industrial purposes are also assessed at the appropriate residential, commercial or industrial rate.

Table 3 - Commercial/Industrial Density and Assessment Factors

Type of Commercial/Industrial Land Use	*Average Employees Per Acre* [1]	*SFE Units per Quarter Acre* [2]	*SFE Units per Acre After 5*
Commercial	24	0.500	0.500
Office	68	1.420	1.420
Shopping Center	24	0.500	0.500
Office	24	0.500	0.500
Self Storage or Parking Lot	1	0.021	

* SFE rate shown is for the first 5 acres of parcel size. Additional acreage is benefited at the rate shown above per acre.

1. Source: San Diego Association of Governments Traffic Generators Study.
2. The SFE factors for commercial and industrial parcels are applied by the quarter acre of land area or portion thereof. (Therefore, the minimum assessment for any assessable parcel in these categories is the SFE Units listed herein.) The rates apply up to first 5 acres of parcel size. Additional acreage is benefited at the rate shown above per acre or portion thereof.

Vacant/Undeveloped Properties

The benefit to undeveloped properties is determined to be proportional to the corresponding benefits for similar type developed properties, but at a lower rate due to the lack of improvements on the property. A measure of the benefits accruing to the underlying land is the average value of land in relation to Improvements for developed property. An analysis of the assessed valuation data from the Solano County found that approximately 28% of the assessed value of improved properties is classified as the land value. It is reasonable to assume, therefore, that approximately 28% of the benefits are related to the underlying land and 72% are related to the improvements and the day-to-day use of the property. Using this ratio, the SFE factor for vacant/undeveloped parcels is 0.28 per parcel.

Other Properties

Article XIIID of the Constitution stipulates that publicly owned properties must be assessed unless there is clear and convincing evidence that those properties receive no special benefit from the assessment.

All public properties that are specially benefited are assessed. Public right-of-way parcels, well, reservoir or other water rights parcels that cannot be developed into other improved uses offer similar public resource and open space benefits and/or typically do not generate employees, residents, customers or guests. Moreover, many of these parcels have limited economic value and, therefore, do not benefit from specific enhancement of property value. Such parcels are, therefore, not specially benefited and are not assessed.

Open space parcels, watershed parcels, parks, properties used for educational purposes, greenbelt lands without improvements and common areas typically offer open space and recreational areas on the property that serve to offset the benefits from the Assessment District. Therefore, these parcels receive minimal benefit and are assessed an SFE factor of 0. If such parcels are converted to residential or commercial use they shall be classified to such new use category and shall be assessed as previously described in this Report.

Other publicly owned property that is used for purposes similar to private residential, commercial, industrial or institutional uses is benefited and assessed at the same rate as such privately owned property.

Assessment Statement

The City Council of the City of Benicia, County of Solano, California, pursuant to the provisions of the Landscaping and Lighting Act of 1972 and Article XIIID of the California Constitution (collectively "the Act"), directed the formation of Parks, Landscape and Lighting Assessment District.

The Council directed the undersigned Engineer of Work to prepare and file a report presenting an estimate of costs, a diagram for the Assessment District and an assessment of the estimated costs of the maintenance and services upon all assessable parcels within the Assessment District, to which the description of the proposed maintenance and services are therein contained, reference is hereby made for further particulars.

The undersigned, by virtue of the power vested in me under the Act and the order of the City Council of the City of Benicia, hereby make the following assessment to cover the portion of the estimated cost of the maintenance and services, and the costs and expenses incidental thereto to be paid by the Assessment District.

The amount to be paid for the maintenance and services and the expense incidental thereto, to be paid by the Parks Landscaping and Lighting District for Fiscal Year 2026-27 is generally as follows:

Table 4 – Fiscal Year 2026-27 Summary Cost Estimate

City of Benicia
Parks, Landscape and Lighting Assessment District

Maintenance and Servicing	$	3,621,008
Utilities (electric)	$	251,994
Capital Outlay	$	788,413
Incidental Expenses	$	27,436
Total Expenditures	**$**	**4,688,851**
Less General Fund Contribution	$	(2,797,434)
Net Amount to Assessments	**$**	**1,891,417**

As required by the Act, an Assessment Diagram is hereto attached and made a part hereof showing the exterior boundaries of the Parks, Landscape and Lighting Assessment District. The distinctive number of each parcel or lot of land in the District is its Assessor Parcel Number appearing on the Assessment Roll.

And I do hereby assess and apportion the net amount of the cost and expenses of the improvements, including the costs and expenses incident thereto, upon the parcels and lots of land within the City of Benicia, Parks, Landscape and Lighting Assessment District, in accordance with the special benefits to be received by each parcel or lot, from the improvements, and more particularly set forth in the Cost Estimate and Method of Assessment hereto attached and by reference made a part hereof.

The assessment is made upon the parcels or lots of land within the Parks, Landscape and Lighting Assessment District in proportion to the special benefits to be received by the parcels or lots of land, from the improvements.

The assessment is subject to an annual increase tied to the increase, if any, in the Consumer Price Index-U for the San Francisco Bay Area as of December of each succeeding year (the "CPI"), with a maximum annual adjustment not to exceed 4%. Any change in the CPI in excess of 4% shall be cumulatively reserved as the "Unused CPI" and shall be used to increase the maximum authorized assessment rate in years in which the CPI is less than 4%. The maximum authorized assessment rate is equal to the maximum assessment rate in the first fiscal year the assessment was levied adjusted annually by the lesser of 1) 4% or 2) the change in the CPI plus any Unused CPI as described above.

Each parcel or lot of land is described in the Assessment Roll by reference to its parcel number as shown on the Assessor's Maps of the Solano County for Fiscal Year 2026-27. For a more particular description of the property, reference is hereby made to the deeds and maps on file and of record in the office of the County Recorder of the County.

I hereby place opposite the Assessor Parcel Number for each parcel or lot within the Assessment Roll, the amount of the assessment for Fiscal Year 2026-27 for each parcel or lot of land within the Parks, Landscape and Lighting Assessment District.

Dated: July 15, 2025 Engineer of Work

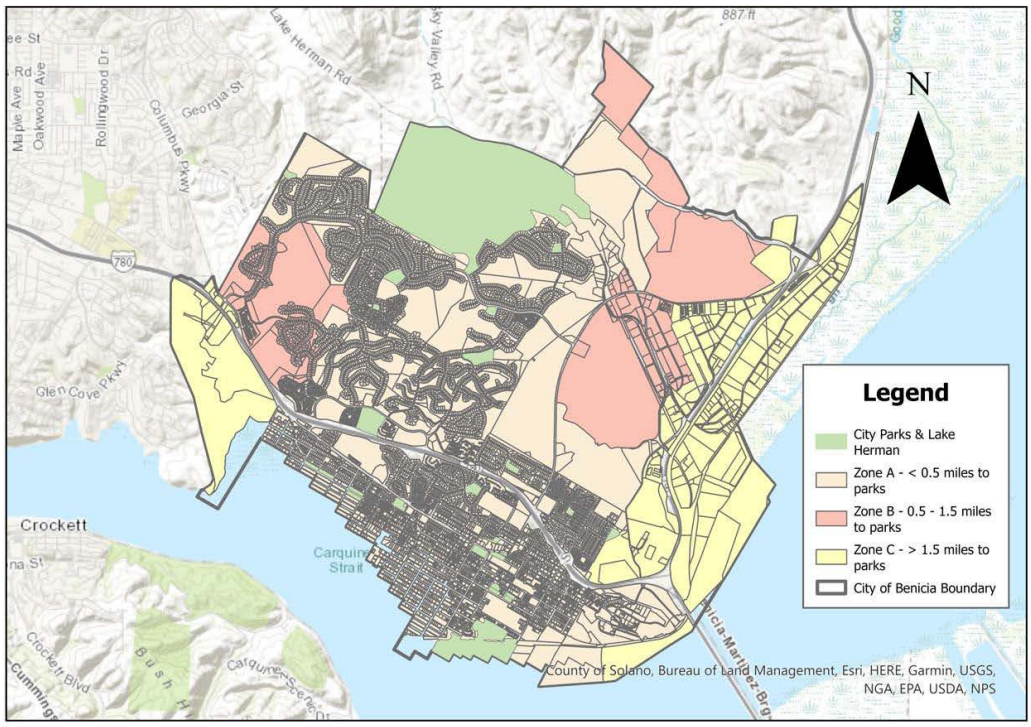


By _____

Edric W. H. Kwan, P.E.
License No. C062829

Assessment Diagram

The boundaries of the Parks, Landscape and Lighting Assessment District in the City of Benicia are displayed on the following Assessment Diagram.



FILED IN THE OFFICE OF THE CLERK OF THE CITY OF BENICIA, CALIFORNIA, THIS _____ DAY OF _____, 2025.

_____
CLERK

RECORDED IN THE OFFICE OF THE CLERK OF THE CITY OF BENICIA, CALIFORNIA THIS ____DAY OF _____, 2025.

_____
CLERK

AN ASSESSMENT WAS CONFIRMED AND LEVIED BY THE CITY OF BENICIA, ON THE LOTS, PIECES AND PARCELS OF LAND ON THIS ASSESSMENT DIAGRAM ON THE _____ DAY OF _____, 2025 FOR THE FISCAL YEAR 2025-26 AND SAID ASSESSMENT DIAGRAM AND THE ASSESSMENT ROLL FOR SAID FISCAL YEAR WERE FILED IN THE OFFICE OF THE COUNTY AUDITOR OF THE SOLANO COUNTY ON THE _____ DAY OF _____, 2025. REFERENCE IS HEREBY MADE TO SAID RECORDED ASSESSMENT ROLL FOR THE EXACT AMOUNT OF EACH ASSESSMENT LEVIED AGAINST EACH PARCEL OF LAND.

_____
CLERK

Note:
REFERENCE IS HEREBY MADE TO THE MAPS AND DEEDS OF RECORD IN THE OFFICE OF THE ASSESSOR OF THE SOLANO COUNTY FOR A DETAILED DESCRIPTION OF THE LINES AND DIMENSIONS OF ANY PARCEL SHOWN HEREIN. THOSE MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH PARCELS. EACH PARCEL IS IDENTIFIED IN SAID MAPS BY ITS ISTINCTIVE ASSESSOR'S PARCEL NUMBER.

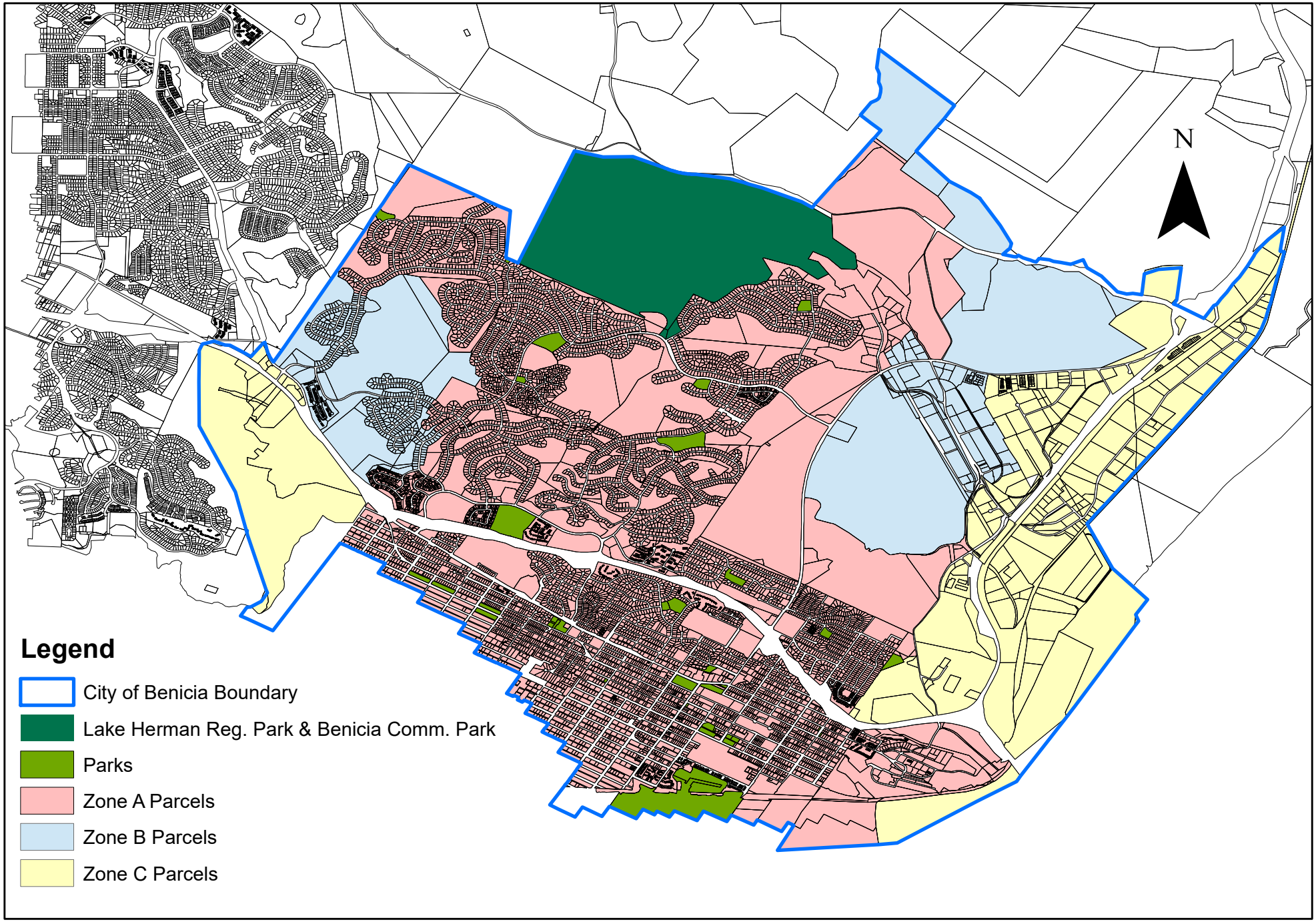
PREPARED BY SCI CONSULTING GROUP
4745 MANGELS BLVD
FAIRFIELD, CA 94534
707-430-4300

CITY OF BENICIA
PARK, LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT
ASSESSMENT DIAGRAM

Assessment Roll

An Assessment Roll (a listing of all parcels assessed within the Parks, Landscape and Lighting Assessment District and the amount of the assessment) has been filed with the City Clerk and is, by reference, made part of this report and will be available for public inspection during normal office hours.

Each lot or parcel listed on the Assessment Roll is shown and illustrated on the latest County Assessor records and these records are, by reference made part of this report. These records shall govern for all details concerning the description of the lots or parcels.


N
Legend
City of Benicia Boundary
Lake Herman Reg. Park & Benicia Comm. Park
Parks
Zone A Parcels
Zone B Parcels
Zone C Parcels

AGENDA ITEM
CITY COUNCIL MEETING DATE – JULY 15, 2025
BUSINESS ITEM

TO : City Manager

FROM : Economic Development Manager

SUBJECT : **AGREEMENT WITH BC DESIGN HAUS FOR TOURISM MARKETING SERVICES**

EXECUTIVE SUMMARY:

The City issued a Request for Proposals (RFP No. 25-037) for tourism marketing services to elevate Benicia's position as a regional destination. After a thorough review of submitted proposals, staff recommends awarding the contract to BC Design Haus, whose submission demonstrated the strongest alignment with the City's tourism goals. The proposed scope includes strategic marketing, multimedia advertising, website and brand enhancements, and public engagement strategies tailored to highlight Benicia's unique historic, cultural, and waterfront assets.

RECOMMENDATION:

Move to adopt a resolution (Attachment 1) authorizing the City Manager to execute a Professional Services Agreement (Attachment 2) with BC Design Haus for tourism marketing services for fiscal year 2025-2026 in an amount not-to-exceed $68,020 in the proposed contract.

BUDGET INFORMATION:

Under the adopted FY 2026 budget, $75,000 was allocated for tourism marketing services under the Advertising line item (Fund 010-2210-7001). The proposed services with BC Design Haus totals $68,020 (Attachment 3) and includes all core services outlined in the RFP. Optional media spending is not included and may be pursued separately if additional funding is available. Approval of this contract does not require any additional budget appropriation.

BACKGROUND:

Tourism has long been recognized as a strategic priority for Benicia's economic development. The 2007 Economic Development Strategic Plan (Attachment 4) identified tourism marketing as a key initiative to stimulate visitor activity, particularly in the downtown area. The Plan emphasized implementing tourism marketing, promoting first-floor retail uses along First Street, enhancing the appeal of the waterfront district, and establishing a Business Improvement District (BID) as complementary strategies to support a vibrant local economy.

To achieve these objectives, the City developed a Tourism Marketing Strategic Plan in 2008 and hired its first tourism marketing consultant to initiate and lead the program. In 2023, the Tourism Marketing Strategic Plan was updated to guide the next 8–10 years of tourism growth, outlining strategic phases to elevate Benicia's visibility and enhance its appeal as a destination.

Since the implementation of the tourism marketing program, downtown sales tax revenue has doubled, contributing to an economic output of $40,000,000.

In late 2024, the City issued a Request for Proposals (RFP) for Tourism Marketing Services. The evaluation process included both scoring and interviews, conducted by EDB members Penny Stell and Rachel Noble, and Tourism Subcommittee Chair Mike Caplin along with the City's Economic Development Manager. Following a comprehensive review, the panel selected BC Design Haus for its outstanding understanding of Benicia and the regional tourism landscape, its compelling vision for positioning Benicia as a premier tourism destination, and its proven experience working with municipalities such as the Cities of Pasadena, Culver City, and Santa Cruz, as well as global brands including Nike, Pepsi, Nestlé, and Sony.

NEXT STEPS:
Upon Council approval, the City Manager will sign the agreement with BC Design Haus (Attachment 2). Marketing activities with BC Design Haus will begin in July 2025 and end in June 2026.

ALTERNATIVE ACTIONS:
Should Council choose not to approve the contract, staff will request further direction on how to proceed.

CEQA Analysis	This action is not subject to environmental review under CEQA, pursuant to Guidelines Section 15378(b)(5), as it constitutes administrative activities that will not result in direct or indirect physical changes to the environment.

ATTACHMENTS:
1. Resolution – Agreement with BC Design Haus for Tourism Marketing Services
2. Agreement with BC Design Haus
3. BC Design Haus Proposal for 2025 Tourism Marketing RFP
4. 2007 Economic Development Strategy

For more information contact: Colette Schow, Economic Development Manager
Phone: (707) 746-4202
E-mail: cschow@ci.benicia.ca.us

RESOLUTION NO. 25-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH BC DESIGN HAUS FOR TOURISM MARKETING SERVICES FOR FISCAL YEAR 2025-2026

WHEREAS, the City of Benicia recognizes tourism as a strategic economic development priority, as outlined in the 2007 Economic Development Strategic Plan and the 2023 update of the Tourism Marketing Strategic Plan; and

WHEREAS, the City issued Request for Proposals (RFP No. 25-037) in late 2024 seeking qualified firms to provide tourism marketing services that would enhance Benicia's position as a premier regional destination; and

WHEREAS, a review panel composed of members of the Economic Development Board and Tourism Subcommittee, along with City staff, evaluated the proposals and conducted interviews with qualified firms; and

WHEREAS, BC Design Haus was selected based on its strong alignment with the City's tourism objectives, experience with municipal and global clients, and its creative vision for elevating Benicia's historic, cultural, and waterfront appeal; and

WHEREAS, the proposed contract amount of $68,020 is within the allocated $75,000 in the FY 2026 budget for tourism marketing services under the Advertising line item (Fund 010-2210-7001), and no additional budget appropriation is required.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Benicia does hereby authorize the City Manager to execute a Professional Services Agreement with BC Design Haus in an amount not to exceed $68,020 for the provision of tourism marketing services for Fiscal Year 2025-2026.

*****

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 15th day of July 2025 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

_____
Steve Young, Mayor

Attest:

_____
Lisa Wolfe, City Clerk

_____
Date

Contract ID # 26-054

PROFESSIONAL SERVICES AGREEMENT

($50,000 OR MORE)

BETWEEN

CITY OF BENICIA AND

BC Design Haus

This Professional Services Agreement (the "Agreement") is dated July 25, 2025, and is by and between the City of Benicia, a political subdivision of the State of California ("City") and BC Design Haus, located at 540 Orange Grove Pl, Pasadena, CA 91103-3357, United States, a California Corporation, licensed to do business in California, ("Consultant") relating to Tourism Marketing Services (“Services").

Recitals

WHEREAS, City wishes to retain Consultant to provide Tourism Marketing Services 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 exhibits and appendices and other documents incorporated herein by reference.

B. **Consultant:** BC Design Haus

C. **City:** City of Benicia

D. **Project:** Tourism Marketing Services, 26-054

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 Exhibit A, and provide all Deliverables described in Exhibit 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 Exhibit 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 **$68,020** 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 Exhibit 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 Exhibit 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:
Colette Schow
Economic Development Manager
City of Benicia
250 East L Street
Benicia, CA 94510
Phone: (707) 746-4202
Email: cschow@ci.benicia.ca.us

Consultant:
Bernadette Capulong
CEO & Founder
540 Orange Grove Pl, Pasadena, CA 91103-3357, United States

Phone: (310) 684-2602

Email: bcapulong@bcdesignhaus.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 Exhibit 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 Exhibit 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 $68,020 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 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 Exhibit 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 Exhibit 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 agree 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 25, 2025, by and between BC Design Haus, 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. 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.

2.5. 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.

2.6. 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.

2.7. 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.

2.8. 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.

"BC Design Haus" By:_____

Its:_____

"City" By:_____

Its:_____

"City Attorney" By:_____

Its: City Attorney

Exhibits List

A - Scope of Work

Exhibit A

Scope of Work

SCOPE OF WORK AND DELIVERABLES

Imagine Benicia as a thriving, vibrant destination, a place where the hum of life fills the air as locals and visitors alike stroll through the historic downtown, browsing one-of-a-kind shops and savoring meals at bustling cafes. Picture families gathered along the waterfront, their laughter carried by the breeze as kayakers glide across the shimmering water and picnickers relax under the shade of centuries-old trees. Envision community events that not only draw crowds from across the Bay Area but leave them in awe of Benicia's charm, history, and hospitality, making them eager to return.

This is more than a vision, it's the potential waiting to be unlocked. By implementing targeted marketing strategies and creating meaningful connections with visitors, we'll transform these scenes into everyday reality. Our actions will cultivate a stronger identity for Benicia, boosting visitor engagement, driving foot traffic to local businesses, and forging a lasting emotional connection between the city and its audience. Together, we'll build an experience where every visitor feels the magic of Benicia, and every dollar spent contributes to a thriving, sustainable local economy.

This is how we plan to make our envision for Benecia a reality:

3.1 Marketing

3.1. Yearly Marketing Strategy: A Roadmap for Growth

The yearly marketing strategy will serve as the foundation of Benicia's tourism success, a roadmap that guides every effort to highlight the city's unique character and offerings. This strategy will carefully craft seasonal campaigns that celebrate Benicia's charm while purposefully directing visitors to local businesses, ensuring both a memorable experience for travelers and tangible economic benefits for the community.

- Example Deliverable:
  A "Benicia through the Seasons" calendar with quarterly themes like:
  - Spring: "Art Blooms in Benicia" an arts and crafts festival with pop-up vendor stalls downtown, driving foot traffic to local shops and eateries.
  - Summer: "Waterfront Escapes" highlighting outdoor activities like kayaking tours, guided waterfront walks, and family picnic spots.
  - Fall: "History and Harvest" a heritage walk with food tastings at local restaurants.
  - Winter: "Holidays in Historic Benicia," a holiday shopping guide spotlighting local businesses.

Each campaign strategically focuses on drawing tourists into Benicia's business districts, increasing foot traffic, boosting retail sales, and positioning Benicia as a destination for repeat visits.

3.2. Brand Advertising: Telling Benicia's Story

Benicia's story is a tapestry woven with creativity, rich history, and breathtaking natural beauty. Our advertising approach will bring this story to life, crafting compelling narratives and visuals that not only captivate visitors but also inspire them to experience the city firsthand, bringing their curiosity, energy, and spending power into Benicia's vibrant community.

- Example Deliverable:
  A short video ad campaign, "Your Next Adventure Awaits in Benicia," featuring:
  - A couple strolling through historic downtown, buying locally made crafts.

- Families enjoying a waterfront picnic and a paddleboarding session.
- Artists showcasing their works at a gallery event.
- Digital and print ads running in regional magazines, targeting day-trippers and weekenders from Napa, the East Bay, and Sacramento.

By positioning Benicia as a “hidden gem” and inspiring visits, advertising campaigns increase demand for local goods, services, and experiences.

3.3. Advertising Campaign Optimization

Picture this: a visitor scrolling through Instagram, captivated by a stunning ad showcasing Benicia’s vibrant waterfront and charming downtown. With a single click, they’re transported to the Visit Benicia website, where they’re inspired to plan a day trip filled with boutique shopping, delightful dining, and exploring the city’s rich history. Through advanced analytics, we’ll turn those clicks into real-world visits, ensuring every campaign not only reaches the right audience but also drives meaningful action that benefits Benicia’s local economy.

- Example Deliverable:
  Monthly reports tracking ad performance, including:
  - Visitor traffic to the Visit Benicia website.
  - Engagement metrics for social media posts.
  - ROI on paid ads, ensuring campaigns attract high-value visitors.

With data-driven insights, we can refine campaigns to target audiences with the highest economic impact, such as families who shop locally and stay for meals.

3.4. Social Media Strategy: Creating Digital Buzz

Imagine scrolling through Instagram and being captivated by breathtaking images of Benicia’s serene waterfront at sunset, lively videos showcasing bustling local events, and heartfelt testimonials from visitors who’ve fallen in love with the city’s charm. This is the kind of engaging, authentic content we’ll craft stories and visuals that make Benicia irresistible and leave audiences eager to experience its magic for themselves.

- Example Deliverable:
  Weekly posts like:
  - A TikTok series featuring local artisans crafting unique goods.
  - Instagram reels of waterfront yoga sessions or sunset dining.
  - Facebook live streams of downtown events.
  - A hashtag campaign, #BeniciaBound, encouraging visitors to share their experiences.

By increasing digital visibility, social media drives foot traffic to events and businesses, converting online interest into real-world spending.

3.5. VisitBenicia.org: A Digital Gateway to Benicia

The website is often a visitor’s first encounter with the heart of Benicia, and we’ll ensure it’s an unforgettable introduction. It will serve as a digital gateway, inviting visitors to explore the city’s historic charm, vibrant waterfront, and dynamic arts and culture scene—leaving them eager to experience it all in person.

- Example Deliverable:
  Interactive itineraries for various audiences:
  - Families: "A Day of Fun in Benicia" with morning kayaking, lunch at a local café, and an afternoon museum tour.
  - Couples: "Romantic Escapes" featuring boutique shopping and waterfront dining.

- Blog posts like “5 Must-Do Activities on Benicia’s Waterfront.”
- Dynamic event calendars with ticket links to local happenings.

A well-designed website simplifies planning, encouraging more extended visits and increased spending in local businesses.

3.6. Publicity and Media Outreach

What if a prominent Bay Area magazine spotlighted Benicia in a feature titled “The Perfect Weekend Getaway”? Or a local influencer shared an Instagram story raving about their favorite boutique in the heart of downtown? That’s the transformative power of strategic publicity, putting Benicia on the map and inspiring visitors to discover its unique charm firsthand.

- Example Deliverable:
  - Press releases for major events like the “Benicia Waterfront Festival.”
  - Outreach to influencers and media with tailored press kits highlighting Benicia’s attractions.
  - Partnerships with tour operators to include Benicia in their itineraries.

Media coverage builds Benicia’s reputation, attracting visitors from broader markets.

3.7. Community Liaison and Visitor Center Coordination

Visitors deserve a warm and inviting welcome, and we will make sure they receive it by seamlessly coordinating Benicia’s visitor centers. These hubs will become more than just information spots, they will be gateways to unforgettable experiences, offering helpful guidance, engaging materials, and a true reflection of Benicia’s hospitality.

- Example Deliverable:
  - Visitor Center Training Manual for consistent messaging.
  - Custom-designed brochures and maps featuring Benicia’s attractions.

A seamless visitor experience encourages exploration, increasing the likelihood of repeat visits and spending.

3.8. Strategic Planning Calendar

Imagine a year filled with thoughtfully planned events that showcase Benicia’s unique strengths—from its rich history and vibrant arts scene to its scenic waterfront and welcoming community. We’ll design a strategic calendar that not only highlights these attributes but also drives foot traffic to local businesses and draws a diverse array of visitors, ensuring every event contributes to the city’s growth and economic vitality.

- Example Deliverable:
  A Promotions Calendar including:
  - Seasonal downtown shopping nights.
  - Weekly waterfront farmers’ markets.
  - Art walks tied to gallery openings.

A steady stream of events keeps Benicia top of mind for visitors, sustaining local business revenue year-round.

DESIGN & BRANDING

DELIVERING SOLUTIONS THAT PUSH BOUNDARIES



Request for Proposal – City of Benicia RFP 25-037

Tourism Marketing Services

December 2, 2024

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Cover Letter

COVER LETTER

December 2, 2024

Colette Schow
Economic Development Manager for the City of Benicia

BC Design Haus is honored to present our proposal to the City of Benicia for Tourism Marketing Services. As a leading agency in creative branding and strategic marketing, we bring proven expertise in economic development and tourism promotion, particularly for cities that seek to enrich community pride, attract visitors, and foster a dynamic economic landscape. With a rich history of successful campaigns for public sector clients and expertise in creating integrated, data-driven marketing strategies, we understand the unique potential and goals of the City.

Benicia, with its stunning waterfront, rich history, and vibrant arts scene, has all the ingredients to become a top destination. Our team is skilled at crafting compelling marketing campaigns that resonate with your target audience. We'll combine traditional and digital strategies to maximize your reach and drive visitor engagement.

As outlined in your RFP, the City of Benicia seeks to elevate its tourism profile by highlighting Benicia's natural beauty, cultural heritage, and unique experiences. We'll develop a tailored marketing strategy that appeals to a diverse range of visitors, from outdoor enthusiasts to families and art lovers. We'll use storytelling and strategic campaigns to connect emotionally with your audience and inspire them to explore your city's historic downtown, waterfront, and cultural events.

Imagine Benicia as a haven of heritage and scenic beauty, a peaceful escape within easy reach of bustling cities like San Francisco and Napa Valley. With a well-orchestrated marketing approach, Benicia’s reputation can grow as a hub for arts, nature, and community, serving as a unique touchstone of Northern California’s rich history and warm hospitality. Our goal is to reinforce Benicia’s brand as a cultural and outdoor haven, drawing visitors through cohesive, high-impact marketing initiatives that increase foot traffic, visitor engagement, and economic benefits for local businesses.

We'll work to solidify Benicia's reputation as a cultural and outdoor destination, drawing visitors with impactful marketing initiatives that benefit local businesses using a dynamic blend of marketing insights, creative excellence, and analytical expertise. From comprehensive brand positioning to social media storytelling, we will highlight Benicia’s one-of-a-kind offerings across digital platforms, print materials, and public relations channels.

Let's Partner to Elevate the City of Benicia Brand

Our proposal is designed to align closely with Benicia’s vision and objectives, focusing on:

- **Driving Economic Growth and Community Pride**: By showcasing Benicia’s unique qualities and creating compelling narratives, we aim to increase visibility and attract visitors who will contribute to local economic development.
- **Expanding Visitor Engagement and Enhancing Accessibility**: We will create clear and engaging resources that make it easy for tourists to discover all that Benicia offers, from its waterfront and historic downtown to its vibrant arts and cultural scene.

- **Strengthening Benicia's Brand Identity Through Authentic Storytelling**: By producing captivating digital content and incorporating Benicia's community values, we'll reinforce the city's brand as a welcoming, unforgettable destination.

Our strategy blends targeted digital outreach, compelling video and content creation, and a seamless visitor experience to ensure Benicia's story resonates. By fostering collaboration with City staff, we'll create user-friendly resources that inspire visitors and support Benicia's goals for economic growth.

Our commitment to excellence, coupled with our certifications as a **WBE, WBENC, and LSBE agency**, underpins our ability to deliver top-tier marketing services that reflect Benicia's aspirations for growth and recognition. With over 25 years of combined experience, our team is uniquely positioned to bring Benicia's tourism vision to life.

We look forward to partnering with the City of Benicia to shape a vibrant tourism brand that celebrates and supports its economic development goals. Let's work together to elevate Benicia's reputation, creating a destination that embodies the heart of Northern California's charm and allure.

Sincerely,

Bernadette Capulong
CEO & Founder





Company Contact Info:
Legal Business Name: BC Design Haus Inc.
Organization Type: S Corporation
A California sole-proprietorship company
Address: 540 Orange Grove Pl
Pasadena, CA, 91103
Ofc. Phone: (310) 684-2602

Name of Sole proprietorship: Bernadette Capulong, - CEO & Founder
Email Address: bcapulong@bcdesignhaus.com
Personal Phone: (310) 486-2441
Website: www.bcdesignhaus.com

About BC Design Haus

ABOUT BC DESIGN HAUS

BC Design Haus offers customized and creative strategies in Digital Communication, Graphic Design, and General Communication and Marketing services.

Company: BC Design Haus, Inc.
Organizational Structure: S Corporation
Organizational Size: 12
Professional Registrations: WBENC/WOSB, WBE, MBE, SBE, SAM
Professional Affiliations: AIGA, Goldman Sachs 10,000 Small Businesses, Keynote Speaker
Years in Business: 9



BC Design Haus (BCDH) was established in 2015 as a women-owned, full-service creative branding and marketing agency. We are a creative visionary for both government, small, and billion-dollar global companies, with proven ROI across corporate America and the public sector.

***Bernadette Capulong, our CEO and Founder*,** is the Creative Director and Innovator with over 25+ years of experience working with global brands like Nestlé, IBM, Procter & Gamble, and Mattel. Since inception, BC Design Haus has worked with multiple high-profile public and private companies, including non-profit and local businesses to execute marketing efforts with successful branding & marketing campaigns.

OUR DIVERSE CLIENT BASE

BC Design Haus has a proven track record of delivering exceptional results for a wide range of clients, including:

- **Global corporations:** PepsiCo, Nestle, Nike
- **Local government entities:** The cities of Pasadena, Culver City, Los Angeles
- **State government agencies:** Olympic Consortium (OWDC), GearUp Washington State

This diverse client base demonstrates our ability to adapt our approach to meet the unique needs of different organizations.

Our Expertise in Public Sector Marketing and Communications

As an award-winning design and marketing agency, BC Design Haus is uniquely positioned to deliver exceptional results for the City of Benicia marketing and communications needs. Our deep understanding of the complexities and nuances of public sector marketing and extensive experience crafting compelling campaigns make us the ideal partner.

CAPABILITIES

Specific to the City of Benicia, our team excels in:

- Designing social media strategies, developing website content, and optimizing digital assets that enhance visitor engagement with Benicia's offerings, while providing actionable KPIs to measure impact.
- Creating branded digital and print materials that authentically represent Benicia's unique character and appeal. Our team is skilled in both conceptualizing and producing polished, production-ready materials that align with Benicia's brand identity and capture its charm.
- End-to-end video production expertise, including scriptwriting, location scouting, and producing video content that showcases Benicia's historical, cultural, and recreational attractions, bringing the city's story to life for diverse audiences.
- Crafting culturally relevant and community-focused messaging that reflects Benicia's values, fostering a sense of pride and deeper connection within the community, while increasing visitor engagement.
- Analyzing campaign performance with detailed metrics and engagement reports, providing data-driven insights and recommendations to refine and amplify Benicia's tourism and economic development strategies over time.



Our comprehensive approach ensures that all communication efforts are tailored to Benicia's unique identity, enhancing its reputation as a warm, welcoming, and vibrant destination.

Our marketing services capabilities include:

- Graphic Design
- Brand Identity
- Marketing Strategy
- Social Media Strategy & Management
- Branding & Strategy
- Digital Marketing
- Website Design and Development
- Print Collateral
- Digital Advertising
- Photography
- Video Production & Content Creation
- Public Relations

7 Reasons BC Design Haus is the Right Partner for the City of Benicia's Tourism Marketing Campaign:

1. **Extensive Experience in Tourism and Economic Development Campaigns**
   BC Design Haus has a proven track record of creating campaigns that enhance local economies and engage communities. Our experience aligns with Benicia's goals to promote tourism, community pride, and economic growth by highlighting the city's unique character and attractions.

2. **Innovative, Visitor-Centered Content Creation**
   We specialize in producing dynamic video content, interactive graphics, and engaging social media posts that guide and inspire visitors. By delivering "insider guides" and visually compelling content, we ensure that potential visitors to Benicia can easily explore and plan their experience.

3. **Commitment to Accessibility and Inclusion**
   As a woman-owned, minority-owned firm, BC Design Haus values inclusivity and accessibility. We produce all content in both English and Spanish, supporting Benicia's goal of creating a welcoming atmosphere for visitors and community members alike, regardless of language or background.

4. **Proven Success in Enhancing Destination Brand Identity**
   Our team has a strong background in elevating brand identity through cohesive, visually captivating designs. We will enhance Benicia's tourism brand with consistent visuals and a seamless digital experience that reinforces the city's welcoming, artistic, and historic identity.

5. **Technical Expertise in Digital Optimization**
   BC Design Haus ensures that all video, graphic, and social media content is optimized for both web and mobile platforms. This technical expertise aligns with Benicia's objective to offer a modern, user-friendly experience that visitors can access easily on any device, increasing reach and engagement.

6. **Focus on Engaging, Community-Driven Social Media Content**
   Our social media strategy will amplify Benicia's unique story and drive community pride. Through local stories, event highlights, and Q&A sessions, we foster a sense of community and excitement, directly supporting Benicia's vision of becoming a top destination for cultural and recreational tourism.

7. **Hands-On Training and Knowledge Transfer for Lasting Impact**
   Beyond the campaign launch, BC Design Haus is committed to empowering Benicia's team with the tools to independently manage and update content. Our tailored training sessions and self-paced modules ensure that Benicia's tourism efforts can sustain and expand well beyond the project term.

Our commitment to creativity, inclusivity, and collaboration makes BC Design Haus an ideal partner to bring Benicia's tourism vision to life, fostering economic growth and a thriving community spirit.

Relevant Experience

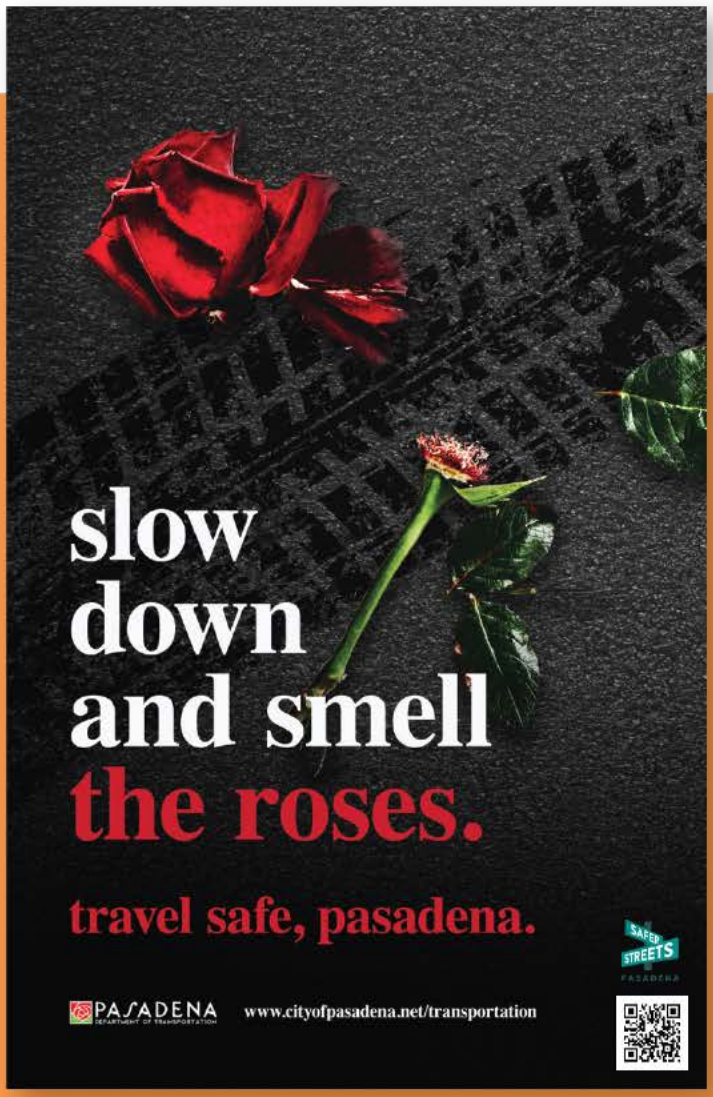
PASADENA
SAFER STREETS

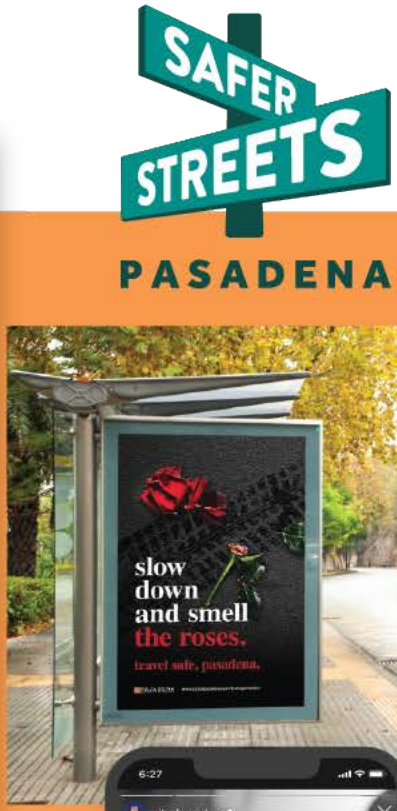
Case Study

EXAMPLE & CASE STUDY #1: City of Pasadena *(communication/media campaign, OOH, social media, digital and print collateral)*

PROBLEM: Pasadena faced increasing concerns about traffic safety and pedestrian fatalities. The city sought to create a more pedestrian-friendly environment and reduce the risk of accidents.

SOLUTION: BC Design Haus was tasked with developing a comprehensive public awareness campaign to promote safer streets in Pasadena. The "Safer Streets" campaign aimed to educate residents and visitors about traffic safety rules, encourage responsible driving, and create a more pedestrian-friendly environment.







Key Elements:

- **Visual Identity:** A strong visual identity was developed, featuring a consistent color palette, typography, and imagery. The campaign slogan, "It only takes a second to impact a life," was a powerful message to encourage responsible driving.
- **Multi-Channel Approach:** The campaign utilized a variety of media channels, including print advertisements, billboards, bus wraps, social media, and digital displays.
- **Community Engagement:** Pop-up events, canvassing, and partnerships with local organizations were implemented to foster community involvement and raise awareness.
- **Educational Materials:** Brochures, flyers, and other educational materials were distributed to provide information about traffic safety rules and best practices.

RESULTS:

- Increased public awareness of traffic safety issues.
- Reduced pedestrian fatalities and injuries.
- Improved pedestrian infrastructure, such as crosswalks and bike lanes.
- Fostered a stronger sense of community and shared responsibility for traffic safety

KPI's – Measuring Success:

Community Engagement:

- Increased public awareness of the campaign and its goals
- Positive feedback and support from residents
- Higher attendance at community events
- Growth in social media engagement and online discussions

Brand Awareness:

- Increased brand recognition and positive perceptions of Pasadena
- Improved brand reputation and image

Campaign-Specific Metrics:

- Website traffic and engagement
- Social media follower growth and engagement
- Click-through rates for advertisements
- Conversion rates for calls to action (e.g., signing up for a newsletter, contacting a business)

Conclusion:

The Safer Streets Pasadena campaign was a successful initiative that demonstrated BC Design Haus's ability to develop effective public awareness campaigns and create lasting change in the community. Through a combination of strong branding, targeted messaging, and community engagement, the campaign helped to make Pasadena a safer place for pedestrians and drivers alike.

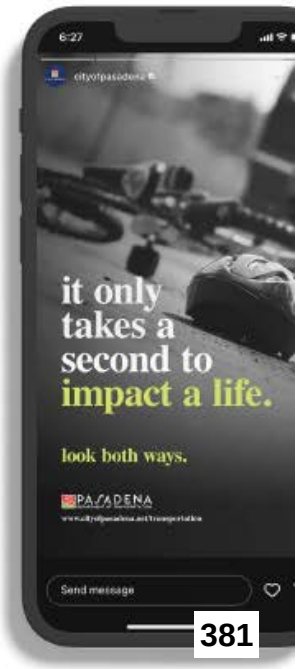
City of Pasadena

"Safer Streets" Media Outreach Campaign













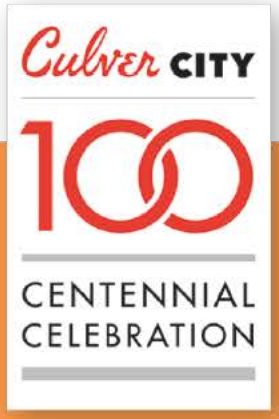
CULVER CITY

Case Study

EXAMPLE & CASE STUDY #2: Culver City Centennial Celebration *(brand identity development, content development, promotions, collateral material)*

PROBLEM: Culver City, a vibrant city in Los Angeles County, was celebrating its 100th anniversary. To make the event memorable and impactful, LACG recognized the need for a strong visual identity that would unify the celebration and create a lasting impression.

SOLUTION: BC Design Haus was tasked with crafting the key visual elements for the centennial celebration. This included eye-catching invitations, a range of collateral materials like posters and brochures, and potentially even merchandise. By creating a cohesive brand identity and adapting it across all marketing materials, BC Design Haus helped ensure a unified and engaging experience throughout the year-long celebration.









Key Elements:

- **Brand Identity Development:** BC Design Haus adapted the unique and memorable brand identity across all marketing materials which captured the spirit of Culver City and its 100-year history.
- **Collateral Material Design:** A variety of marketing materials were designed, including invitations, posters, brochures, and promotional materials, all featuring the consistent brand identity.
- **Event Branding:** The brand identity was integrated into all aspects of the centennial celebration, from the logo and signage to the decorations and entertainment.

RESULTS:

- **Successful Celebration:** The centennial celebration was a resounding success, thanks in part to the strong visual identity created by BC Design Haus.
- **Increased Community Engagement:** The cohesive branding helped to create a sense of unity and excitement among residents and visitors.
- **Positive Publicity:** The celebration generated positive media attention and helped to enhance Culver City's reputation as a vibrant and thriving community.

KPI's – Measuring Success:

- **Website analytics:** Tracking website traffic, user engagement, and conversions to measure the effectiveness of online marketing efforts.
- **Social media analytics:** Monitoring social media engagement, reach, and sentiment to gauge the impact of the campaign on public perception.
- **Event attendance:** Tracking attendance figures for various events and activities associated with the celebration.

Conclusion:

The Culver City Centennial Celebration case study demonstrates BC Design Haus's ability to create impactful brand identities and develop effective marketing materials for public sector initiatives. By working closely with LACG, we were able to deliver a memorable and successful celebration that strengthened Culver City's community spirit and left a lasting impression.



SYCAMORES

Case Study

EXAMPLE & CASE STUDY #3: Sycamores naming change launch
(campaign development, website design & development, brand identity animation, brand book, email, collateral material)

PROBLEM: Sycamores.org, a non-profit organization serving over 18,000 vulnerable children, youth, and families in underserved communities, sought to refresh their brand to better reflect their mission and connect with their target audience. The goal was also to increase donations and Gala attendees.

SOLUTION: BC Design Haus was tasked with delivering a comprehensive rebranding solution that would revitalize Sycamores.org's brand and enhance their impact.







Our experience with the Sycamores.org rebranding project demonstrates our ability to deliver comprehensive branding solutions that drive positive outcomes for non-profit organizations. For this non-profit serving vulnerable children, youth, and families in underserved communities, we implemented a holistic rebranding initiative that included a new logo, a compelling naming campaign, and a redesigned website.

To attract donors and generate support for the rebranding campaign, we employed a variety of marketing tactics. These included website design, logo identity, animation, email templates, print collateral, and photography. Our efforts were particularly focused on increasing attendance at the upcoming Gala, a key fundraising event for Sycamores.org.

Key Elements:

- **Brand Identity Development:** We created a new logo, color palette, and typography that captured Sycamores.org's essence and aligned with their mission.
- **Naming Campaign:** We developed a compelling new name that resonated with the organization's values and target audience.
- **Website Redesign:** We designed a user-friendly and visually appealing website that effectively communicated Sycamores.org's services and impact.
- **Collateral Materials:** We created a variety of marketing materials, including brochures, flyers, and social media graphics, that reflected the new brand identity.
- **Digital and Print Collateral:** We developed engaging animations, impactful photography, and advertising materials to support the rebranding efforts.

RESULTS:

- **Increased Brand Awareness:** The rebranding campaign successfully increased awareness of Sycamores.org among donors, volunteers, and the community.
- **Enhanced Donor Engagement:** The new brand resonated with donors and fostered a deeper connection with the organization's mission.
- **Improved Website Traffic:** The redesigned website attracted more visitors and made it easier for people to learn about Sycamores.org's services.
- **Enhanced Brand Perception:** The rebranding initiative positively impacted the perception of Sycamores.org as a trusted and effective non-profit organization.

KPI's – Measuring Success:

- **Website Traffic:** Tracking changes in website traffic before and after the rebranding to measure increased visibility and engagement.
- **Social Media Engagement:** Monitoring metrics such as likes, shares, comments, and follower growth on social media platforms to gauge audience response.
- **Donor Acquisition and Retention:** Tracking the number of new donors acquired and the retention rate of existing donors to assess the impact of the rebranding on fundraising efforts.
- **Generate exciting and Gala attendance.**

Conclusion:

By creating a strong brand identity and developing engaging marketing materials, we were able to generate excitement and anticipation for the Gala. This led to increased ticket sales and donations, ultimately contributing to the success of the event.

Through our efforts, we successfully increased donor awareness, engagement, and support for Sycamores.org. This project highlights our ability to enhance non-profit branding and digital presence, fostering a deeper connection with their target audience and driving positive outcomes.











Executive Summary

PROPOSAL SUMMARY

Benicia is more than a destination, it's an experience. From its charming historic downtown and stunning waterfront to its vibrant arts and cultural community, Benicia offers a unique blend of heritage and creativity that sets it apart. Our mission is to amplify this uniqueness, transforming Benicia into a premier travel destination while driving sustainable economic growth for the city and its businesses.

At **BC Design Haus**, we specialize in creating emotionally resonant, results-driven marketing strategies that bring destinations like Benicia to life. With over 25 years of combined expertise in tourism, branding, and digital marketing, our team is uniquely equipped to partner with the City of Benicia in realizing its tourism goals.

This proposal outlines a comprehensive, multi-channel strategy rooted in Benicia's Strategic Tourism Marketing Plan. From crafting captivating seasonal campaigns to managing the Visit Benicia website and social media platforms, our approach is designed to engage diverse audiences, encourage extended visits, and inspire repeat trips. By highlighting Benicia's natural beauty, cultural richness, and welcoming community, we will create a compelling visitor experience that turns day-trippers into brand ambassadors and shoppers into lifelong fans.

Our actions are carefully tailored to ensure measurable impact. Through strategic advertising campaigns, targeted publicity efforts, and innovative storytelling, we will increase visitor traffic, drive footfall to local businesses, and elevate Benicia's profile as a must-visit destination. Each initiative will be backed by robust analytics and performance tracking, ensuring optimal use of resources and continuous improvement.

Beyond driving visitation, we aim to foster deeper connections. Our strategy will highlight Benicia's values, its people, and the pride its residents take in their city. Whether it's a family enjoying a sunny afternoon along the waterfront, a couple exploring the galleries and antique shops, or a visitor discovering the city's rich history for the first time, every experience will reflect the authentic Benicia spirit.

We are committed to working hand in hand with the City of Benicia, its stakeholders, and its vibrant community to create lasting economic growth and an elevated brand identity. Together, we will make Benicia a destination that visitors don't just see but feel—a place they'll return to, again and again.

Scope of Work

SCOPE OF WORK AND DELIVERABLES

Imagine Benicia as a thriving, vibrant destination, a place where the hum of life fills the air as locals and visitors alike stroll through the historic downtown, browsing one-of-a-kind shops and savoring meals at bustling cafes. Picture families gathered along the waterfront, their laughter carried by the breeze as kayakers glide across the shimmering water and picnickers relax under the shade of centuries-old trees. Envision community events that not only draw crowds from across the Bay Area but leave them in awe of Benicia's charm, history, and hospitality, making them eager to return.

This is more than a vision, it's the potential waiting to be unlocked. By implementing targeted marketing strategies and creating meaningful connections with visitors, we'll transform these scenes into everyday reality. Our actions will cultivate a stronger identity for Benicia, boosting visitor engagement, driving foot traffic to local businesses, and forging a lasting emotional connection between the city and its audience. Together, we'll build an experience where every visitor feels the magic of Benicia, and every dollar spent contributes to a thriving, sustainable local economy.

This is how we plan to make our envision for Benecia a reality:

3.1 Marketing

3.1. Yearly Marketing Strategy: A Roadmap for Growth

The yearly marketing strategy will serve as the foundation of Benicia's tourism success, a roadmap that guides every effort to highlight the city's unique character and offerings. This strategy will carefully craft seasonal campaigns that celebrate Benicia's charm while purposefully directing visitors to local businesses, ensuring both a memorable experience for travelers and tangible economic benefits for the community.

- Example Deliverable:
  A "Benicia through the Seasons" calendar with quarterly themes like:
  - Spring: "Art Blooms in Benicia" an arts and crafts festival with pop-up vendor stalls downtown, driving foot traffic to local shops and eateries.
  - Summer: "Waterfront Escapes" highlighting outdoor activities like kayaking tours, guided waterfront walks, and family picnic spots.
  - Fall: "History and Harvest" a heritage walk with food tastings at local restaurants.
  - Winter: "Holidays in Historic Benicia," a holiday shopping guide spotlighting local businesses.

Each campaign strategically focuses on drawing tourists into Benicia's business districts, increasing foot traffic, boosting retail sales, and positioning Benicia as a destination for repeat visits.

3.2. Brand Advertising: Telling Benicia's Story

Benicia's story is a tapestry woven with creativity, rich history, and breathtaking natural beauty. Our advertising approach will bring this story to life, crafting compelling narratives and visuals that not only captivate visitors but also inspire them to experience the city firsthand, bringing their curiosity, energy, and spending power into Benicia's vibrant community.

- Example Deliverable:
  A short video ad campaign, "Your Next Adventure Awaits in Benicia," featuring:
  - A couple strolling through historic downtown, buying locally made crafts.

- Families enjoying a waterfront picnic and a paddleboarding session.
- Artists showcasing their works at a gallery event.
- Digital and print ads running in regional magazines, targeting day-trippers and weekenders from Napa, the East Bay, and Sacramento.

By positioning Benicia as a “hidden gem” and inspiring visits, advertising campaigns increase demand for local goods, services, and experiences.

3.3. Advertising Campaign Optimization

Picture this: a visitor scrolling through Instagram, captivated by a stunning ad showcasing Benicia’s vibrant waterfront and charming downtown. With a single click, they’re transported to the Visit Benicia website, where they’re inspired to plan a day trip filled with boutique shopping, delightful dining, and exploring the city’s rich history. Through advanced analytics, we’ll turn those clicks into real-world visits, ensuring every campaign not only reaches the right audience but also drives meaningful action that benefits Benicia’s local economy.

- Example Deliverable:
  Monthly reports tracking ad performance, including:
  - Visitor traffic to the Visit Benicia website.
  - Engagement metrics for social media posts.
  - ROI on paid ads, ensuring campaigns attract high-value visitors.

With data-driven insights, we can refine campaigns to target audiences with the highest economic impact, such as families who shop locally and stay for meals.

3.4. Social Media Strategy: Creating Digital Buzz

Imagine scrolling through Instagram and being captivated by breathtaking images of Benicia’s serene waterfront at sunset, lively videos showcasing bustling local events, and heartfelt testimonials from visitors who’ve fallen in love with the city’s charm. This is the kind of engaging, authentic content we’ll craft stories and visuals that make Benicia irresistible and leave audiences eager to experience its magic for themselves.

- Example Deliverable:
  Weekly posts like:
  - A TikTok series featuring local artisans crafting unique goods.
  - Instagram reels of waterfront yoga sessions or sunset dining.
  - Facebook live streams of downtown events.
  - A hashtag campaign, #BeniciaBound, encouraging visitors to share their experiences.

By increasing digital visibility, social media drives foot traffic to events and businesses, converting online interest into real-world spending.

3.5. VisitBenicia.org: A Digital Gateway to Benicia

The website is often a visitor’s first encounter with the heart of Benicia, and we’ll ensure it’s an unforgettable introduction. It will serve as a digital gateway, inviting visitors to explore the city’s historic charm, vibrant waterfront, and dynamic arts and culture scene—leaving them eager to experience it all in person.

- Example Deliverable:
  Interactive itineraries for various audiences:
  - Families: "A Day of Fun in Benicia" with morning kayaking, lunch at a local café, and an afternoon museum tour.
  - Couples: "Romantic Escapes" featuring boutique shopping and waterfront dining.

- Blog posts like “5 Must-Do Activities on Benicia’s Waterfront.”
- Dynamic event calendars with ticket links to local happenings.

A well-designed website simplifies planning, encouraging more extended visits and increased spending in local businesses.

3.6. Publicity and Media Outreach

What if a prominent Bay Area magazine spotlighted Benicia in a feature titled “The Perfect Weekend Getaway”? Or a local influencer shared an Instagram story raving about their favorite boutique in the heart of downtown? That’s the transformative power of strategic publicity, putting Benicia on the map and inspiring visitors to discover its unique charm firsthand.

- Example Deliverable:
  - Press releases for major events like the “Benicia Waterfront Festival.”
  - Outreach to influencers and media with tailored press kits highlighting Benicia’s attractions.
  - Partnerships with tour operators to include Benicia in their itineraries.

Media coverage builds Benicia’s reputation, attracting visitors from broader markets.

3.7. Community Liaison and Visitor Center Coordination

Visitors deserve a warm and inviting welcome, and we will make sure they receive it by seamlessly coordinating Benicia’s visitor centers. These hubs will become more than just information spots, they will be gateways to unforgettable experiences, offering helpful guidance, engaging materials, and a true reflection of Benicia’s hospitality.

- Example Deliverable:
  - Visitor Center Training Manual for consistent messaging.
  - Custom-designed brochures and maps featuring Benicia’s attractions.

A seamless visitor experience encourages exploration, increasing the likelihood of repeat visits and spending.

3.8. Strategic Planning Calendar

Imagine a year filled with thoughtfully planned events that showcase Benicia’s unique strengths—from its rich history and vibrant arts scene to its scenic waterfront and welcoming community. We’ll design a strategic calendar that not only highlights these attributes but also drives foot traffic to local businesses and draws a diverse array of visitors, ensuring every event contributes to the city’s growth and economic vitality.

- Example Deliverable:
  A Promotions Calendar including:
  - Seasonal downtown shopping nights.
  - Weekly waterfront farmers’ markets.
  - Art walks tied to gallery openings.

A steady stream of events keeps Benicia top of mind for visitors, sustaining local business revenue year-round.

BC Design Haus Staff



BERNADETTE CAPULONG

CEO, Exec. Creative Directior

As CEO/Creative Director at BC Design Haus, Bernadette leads the creative development process, oversees client engagements, and develops integrated creative solutions that maintain brand integrity and elevate the user experience. She is skilled in managing workflow, timelines, and project assignments. She also possesses strong interpersonal and organizational skills, enabling them to effectively manage integrated marketing solutions. Bernadette's impeccable client service skills further contribute to their success in delivering exceptional results.

ANGELICA MARTINEZ

Project Manager

Angelica Martinez is a highly accomplished Project Manager with 10+ years of experience in driving projects from inception to completion. Her expertise lies in leading cross-functional teams, fostering collaboration, and ensuring transparent communication throughout the project lifecycle. Angelica consistently delivers projects on time and within scope, exceeding key performance indicators and achieving measurable results. Her strong communication and organizational skills enable her to effectively manage diverse stakeholders and ensure project success.





ROBERT SHEPYER

Copywriter, Content Specialist

Robert's versatility extends to a wide range of writing tasks, from crafting impactful press releases and scripts to conducting in-depth research and trend analysis. His strong creative touch elevates promotional campaigns and art direction, bringing cohesive and visually appealing marketing materials to life. Robert's ability to blend creativity with strategic thinking makes them a valuable asset in driving brand awareness and generating leads.

Nicole Finochio

Graphic Designer

Nicole is highly proficient in Adobe Creative Suite (Photoshop, Illustrator, InDesign, and Premiere Pro) and Toon Boom (Storyboard Pro and Harmony), enabling them to bring their creative visions to life. Her ability to adapt designs to meet specific requirements and client feedback ensures that their work aligns with project goals and themes. Her dedication to delivering high-quality work makes them a valuable asset to any creative team.





Cynthia Orjeda

Acquisition & Marketing

With over a decade of experience, Cynthia is a highly organized and detail-oriented professional with a proven track record in providing comprehensive support to executives, managers, and teams.
Her strategic management skills enable them to effectively facilitate tasks and projects using tools like Trello, Monday.com, and Basecamp.



Omair Ali

Digital Marketing

With over a decade of experience in software development and digital marketing, Omair has a proven track record of executing impactful strategies that enhance brand visibility and drive organic traffic.
His expertise in SEO management and innovative social media initiatives has consistently delivered results. He is proficient in a wide range of tools and platforms, including Modern Campus, SugarCRM, HubSpot, Adobe Lightroom, SEM, Screaming Frog SEO, Canva Pro Image, Asana, and Salesforce.

OTHER STAFF

CREATIVE

- Guy Manwaring — *Sr. Art Dir.*
- Alex Djolakian — *Art Dir, Illustr., Retoucher*
- Lori Berezin — *Sr. Copywriter*
- Judie Stillman — *Sr. Copywriter*
- Sarah Ok — *Graphic Design*
- Eduardo Becerril — *Graphic Design*
- Silvia Gutierrez — *Director & Producer*
- Armando Salas — *Creative Content*
- Jasmin Velazquez — *Admin.,Prod. Support*
- Mark Powers — *Admin.,Prod. Support*
- Tomas Carrasco — *Admin.,Prod. Support*
- Rylan Little — *Talent*
- Diego Taracena — *Editor*

TECHNICAL

- Amna Liaqat — *Social Media Specialist*
- Omair Ali — *Digital Mrkt., Devel, Tech.*
- Richard Ryan — *Proj. Mgr. of Devel. & Tech.*
- Gaurav Mehrotra — *SEO, Digital Mrkt.*

MARKETING & OPS

- Faith Taylor — *Dir. of Business Devel.*
- Bruno Fernandes — *Marketing Assoc.*
- Katya Barahona — *HR. & Oper.*
- Kat Burkic — *Brand Mrkt., Strategist*

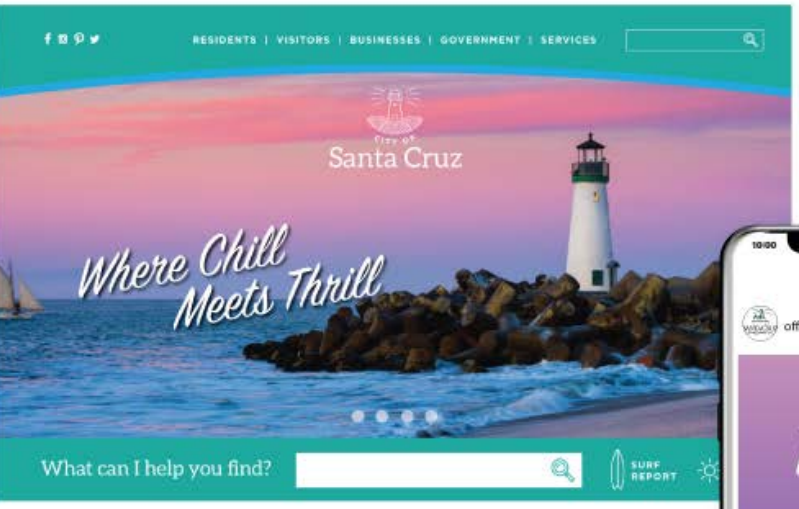


Portfolio

WORK SAMPLES

City of Santa Cruz (Economic Dev.)
"What's special about Santa Cruz"
Website & campaign concepts

SCAN MORE WORK GEN2







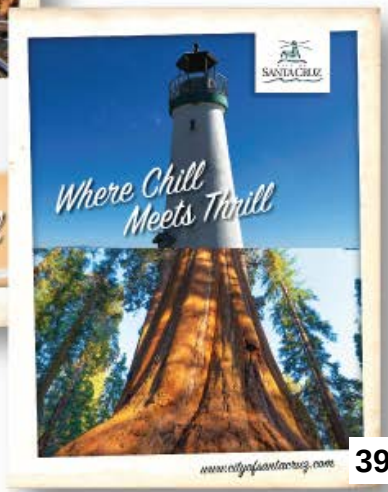




CITY OF Santa Cruz







SCAN MORE WORK GEN2

City Of Pasadena (Economic Dev.)
Concept Development – OOH, Website Design, Logo Identity, etc.











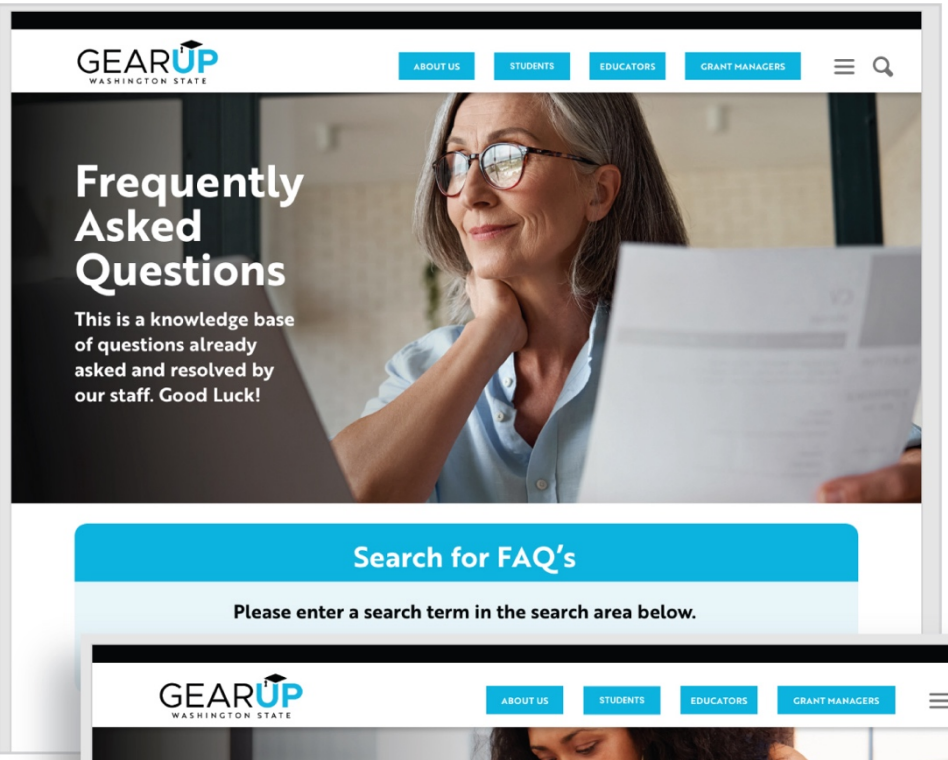
DISCOVER PASADENA



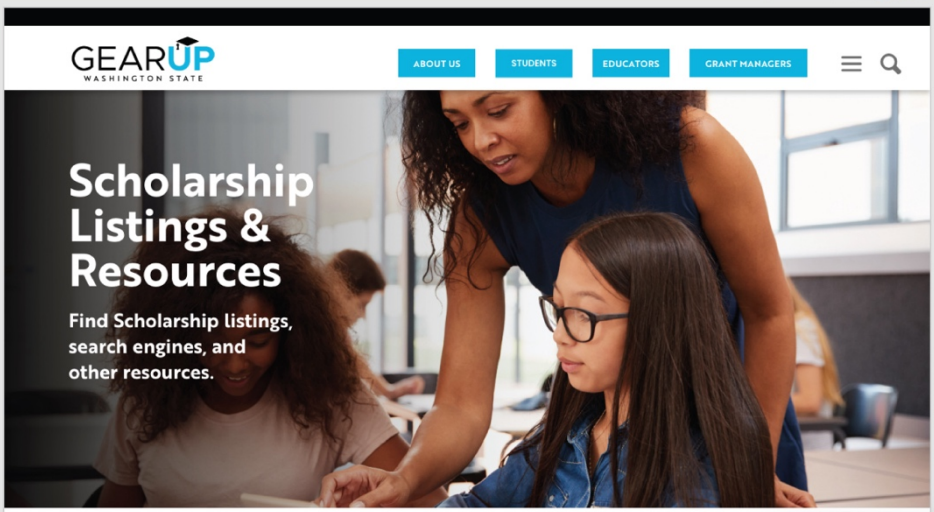
GearUp Washington State Agency:
Website Design & Development and
Brand Identity Development

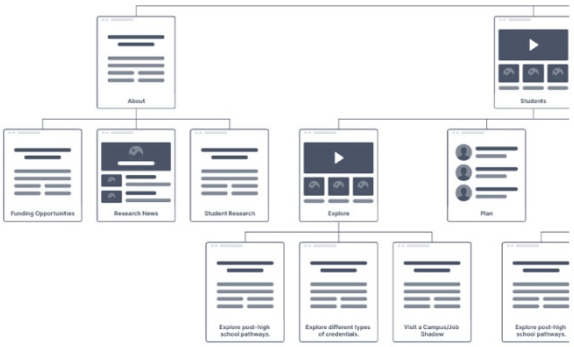
SCAN MORE WORK GEN2

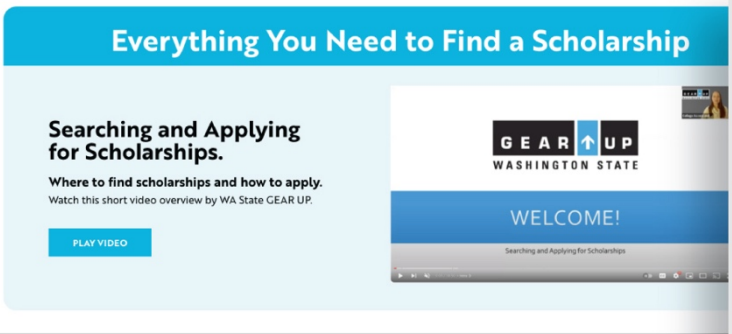
GEARUP WASHINGTON STATE

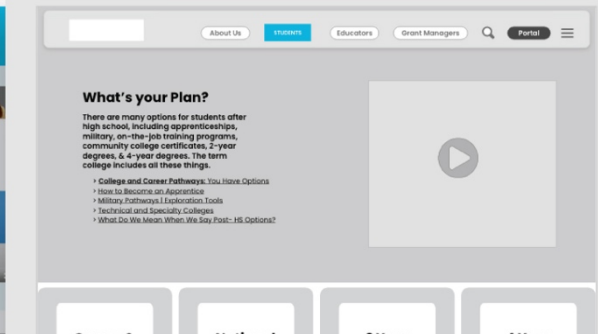


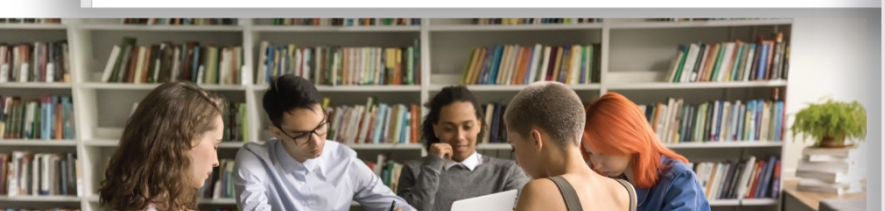












Cost Proposal

PROJECT TEAM RESOURCES

- **Project Manager:** Responsible for overall project planning, budget management, communication, and client liaison. This individual will have a bird's-eye view of the city of Inglewood's projects and ensure deliverables meet deadlines and expectations.
- **Admin: Provides administrative support to the design team(s)** like organizing documentation, managing resources, and coordinating communication with stakeholders**.**
- **Graphic Designer(s):** Responsible for translating concepts into visuals, creating mockups, and iterating on designs based on feedback.
- **UX Designer:** Primarily focuses on the **user experience** of a product or service, ensuring it is usable, enjoyable, and meets user needs.
- **Retoucher:** Specializes in editing and manipulating digital photographs
- **Illustrator:** Is a visual artist who specializes in creating two-dimensional images to communicate ideas, stories, or concepts. They use their artistic skills and a variety of tools, both traditional and digital, to bring their creative visions to life.
- **Art Director:** Acts as the **visual visionary** and shepherd of the overall artistic style and direction.
- **Creative Director:** Leads the design process, sets the visual direction, and guides the team to achieve the desired branding and user experience.
- **Strategist:** Acts as the bridge between business goals and design decisions. Conduct research and workshops to understand business objectives, target audiences, and user needs.
- **Social Media:** Manages social media platforms, content creation, and community engagement.
- **Research:** Conducts user research (surveys, interviews, usability testing) to understand user needs, behaviors, and pain points.
- **PR:** Manages public relations activities, media outreach, and crisis communication.
- **Media Buying:** Purchases advertising space and time across various media channels.
- **Content Strategist/Writer:** Plans and creates the website content, ensuring it aligns with user needs and SEO best practices.
- **Proofreader:** Ensures the website is polished, error-free, and delivers a seamless user experience.

PRICE PROPOSAL

This work plan outlines the phases, tasks, deliverables, estimated timeframes, and resources required for each aspect of Benicia's yearly marketing strategy (3.1). *This plan will be implemented for the contract duration.*

Client review time is not included in this schedule.

Phase 1: Strategy & Planning (6 Weeks)

Tasks:

- **Research (2 Week):** Analyze the existing strategy document (Benicia Tourism Strategy) to understand target demographics, competitor analysis, and current tourism trends.
- **Goal Setting & Budgeting (1 Week):** Review the (4) tourism goals and allocate budget for marketing initiatives.
    - **Goals:**
    - Increase day trips to the city
    - Increase overall sales-tax collections from retail and restaurants
    - Increase utilization of tourism assets
    - Increase community pride in Benicia's assets
- **Content Calendar Development (3 Weeks):** Create a content calendar outlining themes, events, and promotional activities for each season (Spring, Summer, Fall, Winter).

Deliverables:

- Target audience personas
- Market research report
- Yearly tourism goals and budget
- "Benicia Through the Seasons" content calendar

Total Hours: 72.0hrs
Total Cost: $10,520.00

Phase 2: Content Creation & Development (10-14 Weeks)

Tasks:

- **Develop Seasonal Campaign Materials (4-6 Weeks):**
    - **Spring:** Design materials for "Art Blooms in Benicia" festival (e.g., posters, flyers, social media graphics).
    - **Summer:** Develop content for "Waterfront Escapes" campaign (e.g., videos showcasing kayaking, picnic spots).
    - **Fall:** Create materials for "History and Harvest" event (e.g., map for heritage walk, flyers advertising food tastings).

- **Winter:** Design visuals for "Holidays in Historic Benicia" campaign (e.g., holiday shopping guide promoting local businesses).

- **Brand Video Production (4-6 Weeks):** Scriptwriting, filming, and editing a short video ad showcasing Benicia's charm ("Your Next Adventure Awaits in Benicia").
- **Social Media Content Development (2 Week):** Create templates and schedules for weekly social media posts (Instagram, Facebook).

Deliverables:

- Seasonal campaign materials (posters, flyers, social media graphics)
- "Your Next Adventure Awaits in Benicia" video ad
- Social media content calendar

Total Hours: 242.0hrs
Total Cost: $31,220.00
Printing fees are not included in this fee.

Phase 3: Implementation & Launch (8-12 Weeks)

Tasks:

- **Campaign Launch & Website Optimization (to existing website) (4-6 Weeks):**
  - Develop interactive itineraries for the VisitBenicia.org website (e.g., "A Day of Fun in Benicia" for families).
  - Design dynamic event calendars and blog posts for the website. (20 hours)
  - Launch the "Your Next Adventure Awaits in Benicia" video ad across targeted platforms (regional magazines, social media).
  - Manage social media accounts, posting engaging content according to the calendar.
- **Publicity & Media Outreach (2 Week):** Develop press kits, reach out to media outlets and influencers for coverage, and build partnerships with tour operators.
- **Social Media Implementation (4 Months):** A comprehensive social media implementation, including content creation, community management, and paid advertising. *The cost of paid advertising is not included in this budget. Please see the separate budget below.*
- **Visitor Center Coordination (2-4 Week):**
  - Create a Visitor Center Training Manual
  - Design custom brochures and maps highlighting Benicia's attractions.

Deliverables:

- Updated VisitBenicia.org website with interactive itineraries, event calendars, and blog posts
- Press releases and outreach to media/influencers
- Visitor Center Training Manual and custom brochures

Total Hours: 204.0hrs
Total Cost: $26,280.00
Media Spend Budget: $20,000.00

Phase 4: Monitoring & Optimization (Ongoing)

Tasks:

- **Track campaign performance (Ongoing):** Analyze website traffic, social media engagement, and visitor conversion rates.
- **Refine campaigns based on data (Ongoing):** Based on analytics, optimize ad placements, adjust content strategies, and personalize outreach to target audiences.
- **Event Evaluation (Quarterly):** Evaluate seasonal events for effectiveness and visitor satisfaction, make adjustments for future iterations.

Deliverables:

- Monthly reports on campaign performance
- Ongoing content and campaign adjustments based on data
- Quarterly event evaluation reports

Total Hours: *Hours vary by task.*
Total Cost: Included

Subtotal: $68,020.00

- **Total Weeks: 24-32 weeks**
- **Total Hours: 518.0hrs**

Grand Total: $88,020.00

- **With Media Budget: $20,000.00**

Out of Pocket Expenses

Out of pocket expenses refers to a business-related cost(s) incurred outside of the original scope of work or consulting fees. This is because they may not be a necessary expense in order to provide the final deliverable. It is reimbursable to BC Design Haus OR paid directly to the third party. These expenses may occur at each phase of a project and throughout its life cycle. These are various charges which include, but is not limited to: regular or custom color copies or proofs, specialty paper/material printing/all printing, large-format printing, shipping & handling, travel expenses, meals/craft services, tolls & parking, onsite meetings more than 50 miles, third party vendors expenses, marketing event materials, marketing event attendance, media/advertising sponsorship, press releases, presentation materials, focus group sessions or other research methodologies, survey fees, facility, facilitator, translator, translations, participant incentives, online subscriptions, application fees, other licenses, stock photo, stock art, stock art usage rights, illustration, photography, photography stylists & assistance fees, videography, talent, props & sets, Photoshop retouching, product & packaging samples, other reference materials, etc.

Bernadette Capulong
CEO & Founder



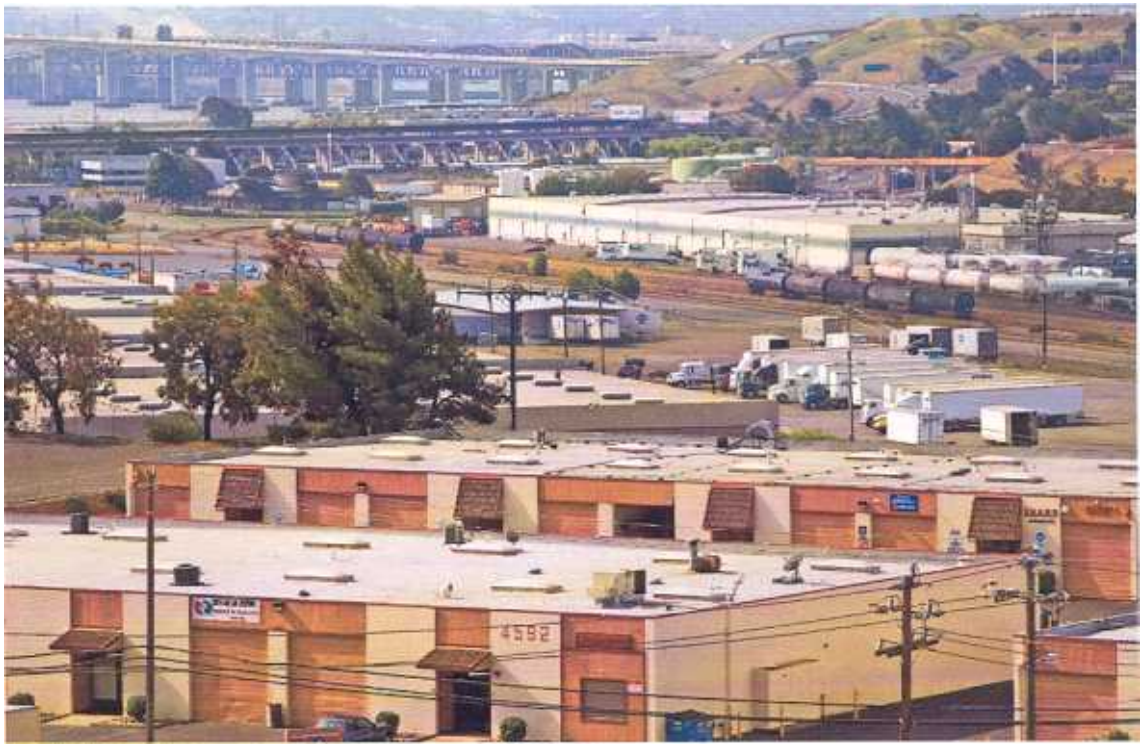
DESIGN & BRANDING

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ECONOMIC DEVELOPMENT STRATEGY
CITY OF BENICIA, CALIFORNIA



September 2007

ECONOMIC DEVELOPMENT STRATEGY
CITY OF BENICIA, CALIFORNIA

City Council

Mayor Steve Messina
Vice Mayor Alan Schwartzman
Councilmember Mark Hughes
Councilmember Elizabeth Patterson
Councilmember Bill Whitney

Economic Development Board

Chair J.B. Davis
Larry Fullington
Norm Hattich
Suzanne Kleiman (through June 30, 2007)
Vice Chair Duane Oliveira
Sophie Pasibe
Vice Chair Leah Perry-Shelhorn (through June 30, 2007)
Eldon Petersen
Chris Strawbridge

City Staff

City Manager Jim Erickson
Economic Development Manager Amalia Lorentz
Administrative Secretary Teri Davena

Introduction: Welcome to Benicia

From its beginning as a ranching land grant to a military compound to waterfront tanneries and canneries to a factory town to a suburban hamlet – Benicia's economic identity has evolved since its founding over 150 years ago, and will certainly continue to change. This Strategy provides direction for the form of the changes. Today's seven million square foot industrial park hosts a number of corporate headquarters, while the charming downtown offers boutiques, salons, and dining where rough-and-tumble saloons once stood.

This "split personality" is reconciled in a town with career opportunities across a wide spectrum of salaries and fields, and a built-in customer base for downtown. It's also a town with a preponderance of middle-income and high-income households, very low crime by Bay Area standards, and a strong affinity for the "small town" lifestyle, with big parades, festivals, and neighborly greetings in the street. This fortunate situation allows the City to focus on economic development efforts for businesses, rather than struggle with quality of life issues that inhibit business growth, like panhandling, homelessness, and vandalism.

Focusing our vision on business growth also makes for an economic development challenge in terms of meeting the needs of all the existing as well as prospective businesses. The fine-grained fabric downtown bears little resemblance to the corporate park atmosphere on the other side of the freeway. The type of support locally-owned small businesses need and the programs they are eligible for are different than the issues facing big corporations - recognizing that with Benicia's largest employer, Valero Refining, topping out at around 500 employees, our biggest businesses are not faceless conglomerates.

Regardless of size of the business, this 2007 *Economic Development Strategy*'s ten-year goals apply to all: **retention** and **expansion** of our existing business, and **attraction** of new ones. The City will not rest on the laurels of its recent achievements - like tax-sharing agreements to retain two of the top sales-tax generating companies in town, or a fee deferral agreement to attract a new hotel to the east side - but rather, use them as a spur to build more businesses and further diversify the economic opportunities. Citywide programs already underway supporting these goals include outreach to all businesses via an economic development letter in the annual business license renewals, electronic newsletter, and funding the Solano College Small Business Development Center's presentation of bimonthly trainings in Benicia for business owners.

Until now, Benicia's official Economic Development Strategy ("Strategy") dated from 1994-95. Cities use economic development strategies for a variety of purposes which can include building relationships with the business community, focusing staff activities, providing guidance during budgeting times, and giving more detailed analysis than that contained in the General Plan's required economic development element. While the old Strategy appropriately responded to economic concerns of the time, it did not address economic development issues that have come to the forefront for Benicia in the 21st century, such as tourism, Internet access and speed, and business improvement districts.

This Introduction reviews the demographic background of the community and establishes the baseline data from which its priorities were created.

Community Demographics

Census 2000 data shows that Benicia (population 26,865 in 2000, since increased to 27,916 in 2007 as estimated by the State Department of Finance) is above average for both income and education, relative to both the County and the State. The median household income (in 1999 dollars) was $67,617 in Benicia, compared to Fairfield's $51,151, Vallejo's $50,030, and the State's $47,493. The recent Downtown Mixed Use Master Plan estimated that the median household income jumped to $78,794 in 2006. Benicia residents are highly educated – 37% of adults had a bachelor's degree or higher, compared to 20% in Fairfield, 21% in Vallejo, 27% in California, and 24% nationally.

Census 2000 data showed that white-collar professions (management, office, sales, etc.) are predominant among the 14,139 employed residents. There were 4080 people who lived and worked in Benicia. The unemployment rate was a low 2.6%.

Benicia Resident Occupations	
Management/professional/related	6455
Service	1785
Sales/office	3677
Construction/maintenance	1005
Manufacturing/transportation	1175
Farming/forestry	
Total employed residents	
source: Census 2000	

In 2006, the Benicia labor force had grown to 17,100 with an unemployment rate of 3%, according to the State of California's Employment Development Department. This still compares positively to the 2006 statewide unemployment rate of 4.9%, and the Fairfield-Vallejo area (including Benicia) rate of 4.8%.

In 2006, there were 1,640 licensed business entities in Benicia, collectively reporting 7,887 jobs on their City business licenses. That excludes government employees, insurance agents, banks, religious organizations, and any other entity exempt from the business license tax. Data from the 2004 County Business Patterns reports a total of 11,908 employees citywide, highlighting the difficulty in correctly estimating the total number of jobs in town, depending on the data source, time of year of survey, and other variables.

The fact that the Census 2000 data indicated less than 30% of employed Benicians are employed in Benicia suggests a labor market imbalance. Data from 2003 suggests that this imbalance is not inherent to the existing economic mix of businesses in Benicia. There were a high number of technical/sales/financial companies here, as well as a smaller number of manufacturing and construction businesses. (The data in the following chart does not reflect jobs in the public sector or businesses with zero employees.) Better connecting employment growth to the type of jobs likely to be held by Benicians will enhance individual opportunities, but also help ameliorate the environmental impact of commuting.

Benicia Business Mix									
Business Category	*Number of Businesses*	*1-4 employees*	*5-9*	*10-19*	*20-49*	*50-99*	*100-249*	*250-499*	*500 +*
Farming/forestry	1	1	0	0	0	0	0	0	0
Construction	104	54	21	8	7	8	4	2	0
Manufacturing/ transportation	121	32	26	26	20	10	6	1	0

Business Category	*Number of Businesses*	*1-4 employees*	*5-9*	*10-19*	*20-49*	*50-99*	*100-249*	*250-499*	*500 +*
Sales/office (not incl. real estate sales)	222	98	50	40	18	10	4	1	1
Professional/scientific /financial/real estate	199	134	37	21	4	1	2	0	0
Services	232	126	39	46	18	2	1	0	0
Unclassified	2	2	0	0	0	0	0	0	0
Total Businesses	**881**	**447**	**173**	**141**	**67**	**31**	**17**	**4**	**1**
source: County Business Patterns, 2003									

Sales tax: Sales tax revenue is a primary measure of economic vitality, and a benchmark statewide. The City receives $1 for every $100 in taxable sales. The citywide total for 2006 was $5,351,476, which was a 210% increase over 2002, just four years earlier. The total sales tax grew each successive year by 9-41%. The annual per capita sales tax in 2006 was about $200.

Property tax revenues are not discussed in any detail throughout this Strategy because recent years have shown that the real estate market's swings are not directly correlated to economic development activity. New capital investment is taken as a desirable effect of economic development efforts, but doesn't in itself necessarily mean more jobs or a stronger business sector.

Where to Go?

On paper, it looks like Benicia - with an urban limit line precluding expansion beyond the existing City limits without voter approval - has relatively high amounts of developable property. There is two-thirds more commercial land vacant and one-third more industrial land vacant than what is currently developed. However, the industrial opportunities consist mainly of large properties with development challenges, and the commercial opportunities are mainly in the downtown (mostly small infill parcels, notably the two-acre City owned gravel parking area on East E Street at East 2nd Street) and the historic Arsenal area, which has current and former proposals for new residential rather than commercial on the largest vacant parcels on Jefferson Ridge and Grant Street.

Non-Residentially Zoned Available and Developed Acreage

Downtown/Office Commercial	11
General Commercial	44
Commercial subtotal	55
(includes City-owned E Street lot)	
Limited Industrial	367
General Industrial	89
Industrial subtotal	456
(includes both Yuba and Pine Lake)	
Available Land Total:	511 acres
Developed Land Total:	1299 acres
Commercial:	*86 acres*
Industrial:	*1213 acres*

Vacant and Developed Land: The City's Community Development Department completed a Municipal Services Review in 2005. The study found 511 acres of vacant commercial/industrial property (including the Discovery Builders site, estimated as 311 developable

acres) that could be developed. This does not include land designated as permanent open space, public facilities, or environmentally-constrained land like wetlands.

Clearly the Benicia Business Park (BBP) project with over 300 acres in the entitlement process in summer 2007 represents the bulk of the opportunity for new development. Over the lifespan of this Strategy, the older buildings in the industrial area outside the BBP will be redeveloped, but those will be over time at unpredictable intervals, while the BBP comprises a quarter of the inventory in one project, albeit phased. Unequivocally stating the community's economic goals for the industrial area will be even more important to do before BBP construction starts.

Current Policy Framework: General Plan

A number of General Plan Goals (fully enumerated in Appendix A) directly and indirectly address economic development, including:

- the value of the "small town" identity (2.1);
- development fees (2.4);
- sustainable new development (2.5);
- balanced business mix (2.6);
- high-wage jobs (2.7);
- sensitivity to the Port's needs (2.8, 2.9, 2.10);
- balanced land use mix in the lower Arsenal (2.11);
- strengthening downtown (2.12) while supporting other commercial centers (2.13);
- good access to the industrial park (2.24);
- maintaining historic character (3.1); and
- promote special events and the arts (3.5, 3.6).

All these values established by the General Plan represent the parameters of our economic development initiatives, and no changes to any of them are proposed as part of the Strategy.

Moving Forward

Now we move from the overall background of the community's economics and the general goals of business attraction, retention, and expansion, to their specific application in priority areas. At its September 2006 meeting, the EDB came to consensus on the following priority items for the new Strategy:

- Increasing tourism;
- Supporting and maintaining downtown as the community's core;
- Increasing research and development (R&D) and campus-style office uses in the Benicia Industrial Park (BIP), through zoning changes, incentives, or other means.

The next two sections are grouped by priorities: tourism and downtown together, and BIP expansion of R&D/office campus as a stand-alone priority. In reality of course, growing companies in the BIP only helps downtown because it brings in new customers, and a thriving downtown impresses prospective BIP company owners. We are one community, and the success of one must be the success of all.

I. Tourism and Downtown

Downtown is the key to understanding Benicia's character and community values. First Street between the water and Military, and one block east and west, is the dining and strolling epicenter, the gathering spot for community events, and the home to the State Capitol Historic Park. Its eleven blocks of interesting architecture, charming boutiques, and historic flavor give downtown a special place in the heart of the community. Changes to downtown are not to be lightly proposed, but staying the same will not attract more tourists and residents to spend more time and money downtown. The recommendations for the downtown and tourism priorities keep that in mind.

Develop a tourism plan for the community, starting with a tourism brand, which will drive future marketing programs and partnerships with the City and private sector.

Tourism is widely acknowledged as both a significant economic influence for downtown retailers now, and as a big opportunity for the City in the future, for the downtown, the waterfront open spaces, and the Arsenal areas in particular. Capitalizing on that opportunity will take more financial and human resources than the community has devoted to the issue in the past.

What is Tourism?

Tourism is generally defined as movement of people outside of their normal dwelling or working environment. It carries the implication that the visitors intend to have a pleasurable, leisure-oriented experience. Thus, the primary tourist market in this discussion is not residents, employees of local companies, or people visiting town for work. **Tourists are people who visit Benicia with the express purpose of enjoying themselves.** They are pre-disposed to have a good time!

Benicia needs a "lure" (or brand) for tourism, as a first step in a tourism plan that would encompass signage, marketing, events, etc. Before embarking on any of those implementation pieces - as desperately needed as new signage is - the brand has to be developed and adopted. If not, the tourism effort will continue to suffer from uncoordinated marketing and advertising, and little to no leverage of the City's tourism funding.

The recommended way to pursue branding is to hire a marketing professional, most likely through a Request for Proposals (RFP) process. The funding for this (estimated to be in the $50,000 range) was approved as part of the 2007-09 Economic Development budget, and the RFP was issued in July 2007. The scope of work will start with a public process with the many local tourism stakeholders, to develop a brand that is meaningful for the community. The public process in and of itself will be invaluable in building cooperation among the tourist attractions, merchants, non-profits, and the City.

The professional experience of the consultant will be invaluable in determining the market potential (who the target audience is and what messages appeal to them) of the brand's implementation. The benefits should include an enhanced sense of community and a tool to increase tourism revenues. Once the brand is in place, a consistent tourism plan across channels can be developed.

Tourism, while a focus of many downtown stakeholders, is not limited in scope to the downtown. The historic Arsenal and many miles of waterfront are other potential tourism mines. The Arsenal, physically removed from downtown, will particularly benefit from a comprehensive tourism plan that taps into its historic assets.

Encourage first-floor retail uses on First Street.

Downtown Benicia's retail strength is its restaurants, collectively accounting for 54% of the sales tax gathered in the downtown in 2006, followed by specialty stores (including gifts, arts, antiques, apparel, and sporting goods) at 18% of the total and home improvement and furnishings, at 15%. Preserving and growing retail downtown is the reason for encouraging more ground-floor retail uses fronting First Street.

Currently, office uses are allowed in the Downtown Commercial (CD) district that encompasses most of First Street, and will be allowed with some restrictions in the forthcoming Downtown Mixed Use Master Plan (DMUMP), anticipated to be adopted in late summer 2007. Some merchants feel that ground-floor offices detract from the character of the shopping district. Many communities have grappled with this issue and the EDB discussed it many times, most recently weighing in that incentives rather than penalties or outright exclusions were the better route. Another approach would require landlords to hold a vacant space that was suitable for retail open for retail for a reasonable amount of time, giving prospective retail tenants a little extra time to find the space. A use permit process would be the vehicle for that.

Fund Business Improvement District (BID) start-up costs if requested by a ratepayers' committee.

BIDs are assessment districts voluntarily formed by the payees. The prospective assessees vote on the district by a mail-in vote tabulated by the City Clerk; if the vote is passed, the City Council is asked to approve the district. If authorized, funds are collected by the City and passed through to the BID, which has its own board and budget.

The BID board's budget determines the amount of the total assessment, and characteristics like location and use can also affect the individual assessment amount. For example, a retail business in the "central zone" might pay more per square foot than an office in the "outer zone", however the BID board defines those areas. BIDs fund "above and beyond" improvements or activities like security, advertising, sidewalk cleaning, events, parking, planters, etc.

Case studies indicate that successful BIDs start

BID Alphabet Soup

The different types of BIDs are:

- B(Business)BID - *assesses businesses*
- P(Property)BID - *assesses businesses and property owners*
- T(Tourism)BID - *assesses tourist-serving businesses*
- CBD (Community Benefits District) - *assesses commercial and residential property owners*

The trend seems to be away from BBIDs and toward PBIDs downtown, because PBIDs generate more funds and are authorized to last longer. With the increasing amounts of for-sale infill housing being built in downtowns, the number of CBDs nationally is expected to rise.

with a core group of business owners and property owners who plan an improvement program for an area, estimate a budget to implement those improvements, and then build support for the program throughout the district. City staff is usually involved throughout the process to ensure the BID's legal and financial feasibility. Some BID committees request government financial support at an early stage to fund consultant services and legal work to shape the BID.

The City of Benicia should consider funding the start-up costs to create a BID downtown – or elsehwere in town, like the Arsenal or Industrial Park - when a steering committee of assessees develops a proposal to initiate one. City staff should also be made available, if possible, to support the steering committee's work, ensuring a successful public-private partnership to keep downtown visitor-friendly.

Invest in capital improvements downtown.

Continued investment in capital improvements downtown has been an ongoing EDB priority. This means completing the recommendations in the City's own *Downtown Streetscape Plan* (1990), as well as undertaking additional capital projects that will stimulate new private investment and bolster the existing business district, as detailed in the EDB's 2007-09 Strategic Plan priorities. Those projects are (in order of importance as determined by the EDB):

- First Street tourism-oriented beautification - plaza and more benches on street, nighttime accent lighting on trees and/or street poles, hanging flower baskets, wayfinding signage, information kiosk, etc.
- First Street circulation and parking improvements - bulbouts at crosswalks, crosswalk improvements (special paving, lighting, etc.), implement angled parking (or painted Ts), use trolley for special events.
- Develop E Street lot as mixed-use residential over commercial building with public parking component.
- News rack ordinance leading to standardized racks.

The beautification improvements in particular are examples of the types of projects that a BID might contribute funding to for downtown's benefit.

Downtown and Tourism Benchmarks

Sales tax: There can be no question that downtown Benicia (First Street from the water north to Military, and one block east and west) is growing economically. The sales tax received from Downtown was $204,981 in 2006, which was 4% of the Citywide total. Downtown sales tax was up from $199,516 in 2005, reflecting an increase in sales of more than a half-million dollars from 2005 to 2006, attributable to a combination of new merchants and growing merchant strength. The area has filled in to the point where only three vacant lots on First Street itself remain, and one of which will be under construction with a mixed-use development imminently.

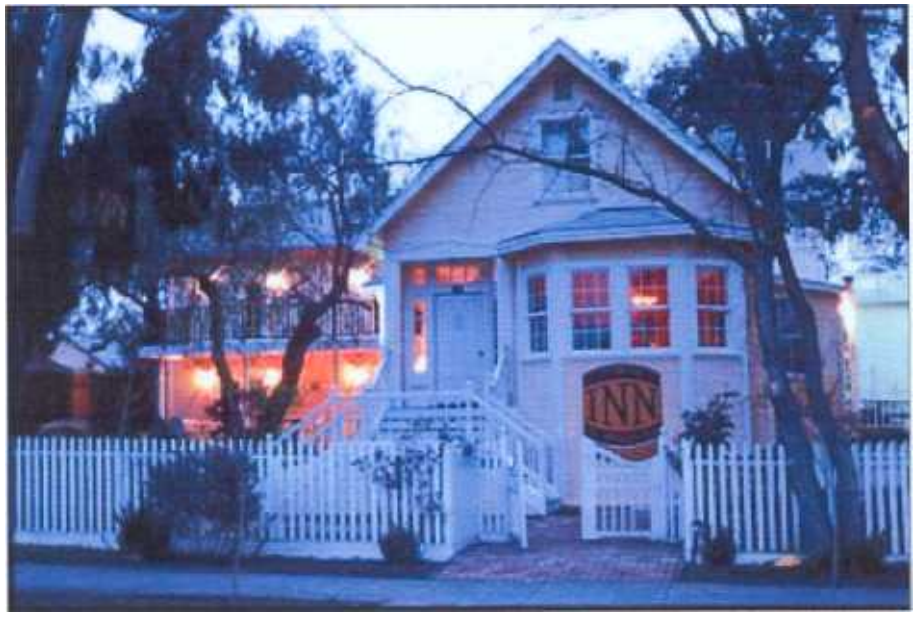
Jobs: The 265 licensed downtown businesses together provided 477 jobs in 2006. As of late 2006, about 70% of ground-floor frontage downtown was in retail (including restaurant) use, with about 30% as office or other non-retail use. This is an increase for retail from 2002, when

the breakdown was estimated at 66% retail and 34% non-retail. However, future changes in the split will be a reflection of the overall commercial market, since there is no absolute requirement in the forthcoming DMUMP or recommendation for such in this *Strategy*.

Rental rates: The asking rate for commercial leases, offering a snapshot of the market, is another reflection of downtown's economic strength. In April 2007, retail-suitable vacancies were advertised at $1.80 to $2.50 per square foot per month, while office vacancies downtown are asking around $2 per square foot per month. That figure approaches the asking rents for office in downtown Walnut Creek ($2.68) and Bishop Ranch in San Ramon ($2.35), according to real estate brokerage Cornish & Carey's *Fourth Quarter 2006 Market Summary*. This compares to an average asking rent of $3.00 for new retail vacancies in the Southampton Center, and $1.15-1.50 per square foot for office in the industrial area. These relatively high asking prices indicate property owner confidence in downtown.

Hotel tax: The Transient Occupancy Tax (TOT) of 9% collected by the City in 2005-06 was $200,011, up from $188,231 in 2004-05 and $196,519 in 2003-04. Benicia's hotel market is comprised of more business than leisure travelers, so the TOT receipts are "depressed" by the number of long-term stays at any of the three hotels in the City (stays over 30 days are exempt from TOT payment). Room rates, of course, also influence the receipts. With a fourth hotel of about 35 rooms under construction now, the TOT revenue will rise starting in 2008. The City of Fairfield, as a comparison, generated $1,459,800 in TOT in 2005-06, at a TOT rate of 10%.

Economic impact: The State of California provides County-level economic impact data for the travel industry. Dean Runyan Associates' *California Travel Impacts by County 2005* report shows that Solano County captured $530,800,000 in visitor spending, resulting in $6.3 million in local (city and county) tax revenue and supporting 6,840 jobs.



The Inn at Benicia Bay in Downtown Benicia

II. Increase research and development and campus-style office uses in the Benicia Industrial Park.

The Benicia Industrial Park (BIP) is in many ways the economic engine in Benicia, as well as a significant employment center in Solano County. Benicia's industrial area is second only to Fairfield's in square footage in the county. Although the BIP is referred to as if it were one entity, in fact it is a business park with many property owners, developed over many years, and housing a variety of industrial and office uses, from biotech sales to construction yards to manufacturing lines. Anchored by the Valero refinery and its supplier companies, the BIP has diversified beyond petroleum into pipe organs, nutriceuticals, and motocross accessories.

The policy recommendations in this section are intended to ease the BIP area into the future without damaging the base. We know that in the future, the addition of the Benicia Business Park acreage will add about 25% more property to the developed BIP, which otherwise has only a couple infill sites remaining. Many factors go into companies' site selection process, such as proximity to workforce, customers, and suppliers, business costs, quality of life (crime, schools, weather), and infrastructure needs (transportation and technology). Each of these will be ranked differently by different companies, and no single community can meet all the criteria for all companies. The recommendations in this section aim at strengthening Benicia's position within the context of a competitive site selection process that offers partial opportunities to influence the outcome.

Update Zoning Code to encourage clean energy, high-tech, research and development (R&D) uses in industrial districts, and/or create new overlay for certain technology uses without discouraging existing businesses.

The existing Zoning Code divides the BIP mainly into Limited (IL) and General (IG) industrial districts, with smaller areas designated as Water-related Industrial (IW) and Industrial Park (IP). Research and development (the Zoning Code definition of which is not detailed) is allowed in all industrial districts except IW. Software design, medical device testing, green energy system designs, and other technology-related uses could fall into a number of categories, including "office", depending on the specifics. Stand-alone office uses are not allowed in any industrial district except IP (which is a very small corner of the BIP covering Bio-Rad).

Better defining the uses the community would like to encourage, and clarifying in which districts they are allowed, is a process through the Community Development Department that will assist in attracting those businesses. As staff and the EDB have frequently heard from brokers, adding certainty to the development process is good.

A great example of that is in one of our Solano County neighbors. The City of Dixon recently defined and added "bioscience" to its Zoning Code as allowed in light industrial districts to help bring in those uses to the community. Result: A Genentech research and development campus. The zoning was not necessarily the deciding factor, but according to Dixon City staff, it gave Dixon an advantage because it minimized the company's entitlement time and costs.

Work with Benicia Industrial Park Association (BIPA) to conduct technology needs assessment for present and future Industrial Park users; implement its recommendations.

Mixed reports come in from the BIP about the quality and availability of Internet access. Some businesses seem fine with their current service, but since our goal is to attract more technology companies, access will only become more important. The technology standard is ever-evolving: WiMax is now replacing WiFi as a broadband delivery vehicle, for example.

This is a situation that calls for an expert assessment of the present and future technology needs in the BIP, and recommendations for what the City should do to implement its findings. BIPA, a group of business representatives, property owners, and industrial brokers and developers, should be integrally involved in this study, with members offered the opportunity to contribute to it and define its parameters.

Revise fee deferral program to target high-wage job growth; consider sales tax rebates and other financial incentives only for high-wage paying companies.

Situations where incentives would make a genuine difference, or when the subject even comes up in discussion, are rare. The reasons relate to the larger issues around economic development in California.

Like most cities, Benicia is too limited in its resources to mount an effective national attraction campaign on our own. Staff does some outreach for smaller retail and restaurant users, but most attraction leads for industrial or large commercial uses come through the region and state. The State of California and the Solano Economic Development Corporation (EDC) work together to field business inquiries from out of state, generally receiving a request and then putting out information on behalf of the inquiring business/broker. The EDC is also proactive about attraction, attending trade shows to represent the region and targeting industries for marketing. These efforts turn into leads that Benicia can and does respond to when the City meets the specified conditions. Frequently cited conditions are proximity to four-year universities and major airports; depending on how these are worded and what distance is desired, Benicia may not meet those criteria. The EDC is working to further target its recruitment work, which may result in more business leads particularly suited to Solano County.

The State of California offers one financial incentive to California companies - employment training reimbursements. If the training and the company meet certain criteria, the State Employment Training Panel (ETP) may approve a grant. Four Benicia companies have taken advantage of these funds in the past 10 years.

Both the State and the City are involved in authorizing Industrial Development Bonds (IDBs), tax-exempt private activity bonds. The City (or another agency) acts as the Industrial Development Authority and approves the issuance, then forwards it to the State for approval. One company in Benicia, still located here, has done an IDB. When interest rates are low, this is a less attractive form of financing because of the additional processing time.

The City's existing fee deferral program guidelines need updating. The program is theoretically open to all businesses willing to work with staff and go to the Council to request it, even those that don't offer employment opportunities targeted to residents, or that don't significantly increase the City's fiscal base. The current main criterion is creating 10 new jobs that pay at least $10 per hour. The program should be revised to target only those companies encouraged to locate here (high-tech, clean energy, etc.) that offer high-wage jobs. These are more likely to be held by Benicians, who are relatively well-educated, thus helping to reduce environmental impacts of residents commuting out of town to work, and employees commuting into town for their jobs.

The same criteria should be used when considering case-by-case sales tax rebates and other reimbursement/forgiveness incentives. While Benicia has seldom if ever offered cash-equivalent incentives to companies (land or rent write-downs, relocation costs, etc.), allocating funds to incentives could be considered; similar benefit criteria should be applied to the companies in the transaction. Up-front incentives are not uncommon, especially in other states and within California among cities and counties with redevelopment agencies.

Industrial Area Benchmarks

Sales tax: The sales tax received from the BIP was $3.8 million in 2006, equal to 71% of the citywide total. That was up from $3.1 million in 2005, meaning that gross sales generated by BIP companies grew by over seventy million dollars from 2005 to 2006. Some of this is attributable to the Valero refinery's improvement program (Benicia receives sales tax on some components of the various projects), and some is because of the increased performance by almost all of the major sales tax generators in the BIP.

Jobs: The 452 licensed businesses in the BIP collectively reported 6,336 jobs in 2006. The biggest private employers citywide are all located in the BIP.

Benicia's Top 10 Private Employers 2006

1. Valero Refining Company (538 employees)
2. Bio-Rad (181)
3. Dunlop Manufacturing (164)
4. Coca-Cola Bottling (145)
5. Pepsi Bottling (138)
6. Radiator Express (130)
7. Philip Services (120)
8. Cytosport (119)
9. Central Coast Wine/Henry Wine Group (104)
10. Benicia Fabrication and Machine (102)

Rental rates: The asking rate for industrial leases, offering a snapshot of the market, is another measurement of the BIP's economic strength. In April 2007, warehouse vacancies were advertised at $.33 to $.75 per square foot per month, with manufacturing/flex space asking around $.52-.80 per square foot per month. The few office-only listings in the BIP were in the $1.15-1.50 range, whereas office rents in the newer business parks in Fairfield were asking $1.75, indicating the BIP's office options are seen as undesirable, most likely because of their age.

By comparison, office rates elsewhere in Benicia were in the $2 range. Over the lifespan of this *Strategy*, the rental rates for office and warehouse/manufacturing/flex space will be affected by outside influences - namely, the larger Bay Area industrial market, and the influx of space at the Benicia Business Park coming on-line over a 20-year phased period.

III. Conclusion

These policies are intended to create a better tax base and more revenue diversification for the City as well as supporting our businesses. One way of looking at the role of economic development is that it is supposed to make the pie bigger, rather than slice it up differently. To that end, the future could hold a number of actions not necessarily enumerated in detail in this Strategy, but consistent with its overall intent to "grow the pie".

Movement toward new or enhanced revenues - such as increasing the transient occupancy tax or creating a redevelopment project area to collect tax increment in the Arsenal/Yuba areas - are examples of next steps that may become feasible. Increased revenue would provide more support for economic development efforts as described in this plan. An increase in TOT, for example, is a natural funding support for tourism efforts, while exploring the establishment of a redevelopment area in the Arsenal/Yuba could address that area's unique infrastructure, historic, and economic needs.

Meanwhile, this plan depends on support from and partnership with organizations like the Chamber of Commerce, Benicia Main Street, arts providers, historical and cultural associations, and others, most of whom have existing relationships with the City to do their good works.

The City Council's adoption of this Strategy will provide policy direction to City employees and a clear message to prospective businesses about our community priorities and economic development interests. Regular monitoring of benchmarks like number of jobs and the tax revenues will provide opportunities for adjustments in focus for staff and the EDB, beefing up in some areas and scaling back in others. The excitement in local economic development comes in delivering programs that closely respond to business needs, and with this Strategy, our goal is to do just that.

Appendix A: Benicia General Plan Goals Guiding the Economic Development Strategy

GOAL 2.1: Preserve Benicia as a small-sized city.

"Small-sized city" refers to Benicia's open and uncluttered space, safe neighborhoods and streets, pedestrian-friendly streets, the "Main Street" character of First Street, open vistas of hills and water, historic sites and buildings, strong sense of community and civic pride, good schools, well developed community facilities including parks and a library, low-crime, small town atmosphere, and numerous community-wide celebrations, cultural events, and family-oriented activities.

GOAL 2.4: Ensure that development pays its own way.

State law allows cities to assess fees to ensure that development pays for itself; however the law also requires a nexus between fees imposed on developers and the public improvements funded by those fees.

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.

Sustainable development maintains or enhances economic opportunity and community well-being while protecting and restoring the natural environment upon which people and economies depend. Sustainable development meets the needs of the present without compromising the ability of future generations to meet their own needs. This goal is the heart of the entire General Plan. It is a citywide expression of urban development policy. Nearly every policy and program in the General Plan, in some manner, serves to implement this goal.

GOAL 2.6: Attract and retain a balance of different kinds of industrial uses to Benicia.

GOAL 2.7: Attract and retain industrial facilities that provide fiscal and economic benefits to—and meet the present and future needs of—Benicia.

GOAL 2.8: Maintain the viability of the Port now and in the future to benefit the City of Benicia.

GOAL 2.9: Ensure adequate land for port activity.

GOAL 2.10: Provide for carefully-defined visual and physical public access where security and safety considerations permit.

This goal is not intended to conflict with other goals and policies encouraging port viability and industrial growth.

GOAL 2.11: Encourage the retention and continued evolution of the lower Arsenal into a historic/cultural/commercial/industrial center of mutually compatible uses.

The "lower Arsenal" is south of I-780, between the freeway and the water-related industrial lands.

GOAL 2.12: Strengthen the Downtown as the City's central commercial zone.

GOAL 2.13: Support the economic viability of existing commercial centers.

GOAL 2.24: Continue to provide safe and direct access to the Industrial Park.

GOAL 3.1: Maintain and enhance Benicia's historic character.

GOAL 3.5: Promote events with wide community attraction.

GOAL 3.6: Support and promote the arts as a major element in Benicia's community identity.

AGENDA ITEM
CITY COUNCIL MEETING DATE – JULY 15, 2025
BUSINESS ITEM

TO : City Manager

FROM : Economic Development Manager

SUBJECT : **DIRECTION FOR ECONOMIC DEVELOPMENT BUSINESS GRANT PROGRAM FOR FY 2025-2026 AND FY 2026-2027**

EXECUTIVE SUMMARY:

The Economic Development Division seeks City Council direction on funding priorities for the Business Grant Program for Fiscal Year (FY) 2025-2026 and FY 2026-2027. This guidance will help shape the allocation of the $150,000 annual grant funding to support local businesses, stimulate economic growth, and advance the City's strategic development goals.

RECOMMENDATION:

Provide direction on funding priorities and program allocations for the Economic Development Division's Business Grant Program as part of FY 2025-2026 and FY 2026-2027 budgets.

BUDGET INFORMATION:

The Economic Development Division is funded through the City's General Fund (010-2210). The current two-year budget, adopted by the City Council on June 17, 2025, includes $150,000 per fiscal year for a business grant program. This funding was made available by reallocating resources from the professional consulting services budget, which was previously designated for economic analyses, technical studies, and special project support.

BACKGROUND:

The Economic Development Division's priorities, as established by the City Council during the last two City Council Goal Setting Workshops, include a focus on the future of the downtown area, placemaking, and identifying opportunities for growth and improvement. In support of these goals, the Division completed a Placemaking Analysis for the downtown area to assess key strengths, weaknesses, and areas for enhancement.

In addition to the downtown related priorities set by City Council, the Economic Development Division's ongoing work program includes:

- Business recruitment, retention and growth
- Business resources and support
- Tourism marketing program to support local businesses and downtown as an economic and cultural hub
- Development attraction of Priority Development Areas (PDA) with a key focus on the Eastern Gateway
- Citywide developer relations and support
- Business License Tax Code update planned for November 2026 ballot
- Economic Analysis for Valero site

During the FY 2025-2027 budget development process, the City Council Budget Subcommittee recommended including a business grant program focused on downtown investment. In response, the Economic Development Division presented potential grant ideas at the May 20, 2025, City Council Budget Study Session (Attachment 1). Although Council discussed the proposals, specific feedback on fund allocations or changes was not provided.

At the June 3, 2025, Budget Study Session, Council revisited the Division's budget but deferred final direction, requesting that the item return for further discussion.

Proposed Grant Programs

Based on proposals and feedback from City Council discussions to date, and in alignment with strategic priorities, staff is presenting the following grant programs for consideration. Implementation of these programs will involve extensive staff coordination, including developing application processes, conducting outreach to eligible businesses, managing awards, and monitoring outcomes.

Investing in the Future of Downtown

1. Special Events & Pop-Up Activation Grant
Amount: $20,000 per fiscal year (FY 26 & FY27)
Support events or pop-ups that attract foot traffic and vibrancy to downtown contributing to tourism foot traffic goals and placemaking efforts.

2. Façade Improvements for Downtown Businesses
Amount: $40,000 (one-time allocation)
Improve the visual appeal of commercial buildings and businesses downtown through exterior painting, signage, lighting, windows, awnings, landscaping, etc., enhancing downtown vitality and supporting placemaking goals.

3. Commercial Kitchen Installation or Upgrades
Amount: $90,000 (one-time allocation)
This grant would address the shortage of commercial kitchens in the downtown area, enabling the growth of food-based businesses, attracting new restaurants, and enhancing placemaking goals and sales tax generation.

Supporting Business Needs in the Industrial Park
Amount: $130,000 (FY 2026-2027 placeholder)
This grant program is proposed for the 2026–2027 cycle to address the evolving needs of Industrial Park businesses, including impacts and changes needed due to the Valero refinery closure. Delaying implementation will allow for targeted stakeholder outreach through the City Council Task Force and Economic Analysis and provide time to assess future plans for the Valero site and surrounding area.

NEXT STEPS:
Staff will revise the Economic Development Division's budget and incorporate programmatic changes based on City Council direction. If Council chooses to proceed with the Business Grant Program, staff will return with a proposed program framework for Council review and approval.

ALTERNATIVE ACTIONS:
If no direction is provided, the $150,000 annual allocation for the Business Grant Program will remain unallocated until guidance is received.

CEQA Analysis	Administrative activities that will not result in direct or indirect physical changes in the environment do not constitute a project and are not subject to environmental review under CEQA Guidelines Section 15378(b)(5).

ATTACHMENT:
1. May 20, 2025 City Council Budget Presentation

For more information contact: Colette Schow, Economic Development Manager
Phone: (707) 746-4202
E-mail: cschow@ci.benicia.ca.us

FY26 & FY27 Budget Study Session Department Summaries & Economic Development

May 20, 2025

Jeff Tschudi | Finance Director
Roxanna Moradi | Budget Manager
Colette Schow | Economic Development Manager



THE CITY OF BENICIA CALIFORNIA

Study Session Purpose



Budget Development Timeline

January 7	Council Review/Approve Budget Development Policy
January – February	Budget Kickoff, Training, and OpenGov Entries
March 10-13	Budget Meetings: City Manager, Finance, Department Heads and staff, and Budget Subcommittee
March – April	Address action items, post-meeting requests, staffing
May 6	Budget Study Session – Community Grants
May 20	Budget Study Session – Department Summaries + Economic Development
June 3	Council Review of Proposed Budget
June 17	Council Adoption of FY26 and FY27 Budgets

Budget Subcommittee

Vice Mayor Macenski and Councilmember Largaespada were appointed to staff the Budget Subcommittee on January 7th.

Short-Term Observations/ Recommendations:

Infrastructure & Facility Maintenance
Fiscal Stability
Internal support to departments
Economic & community development

Attended Budget Development meetings to review departmental operations/programming, budget itemizations, and staffing.

Future-Orientated Workplan:

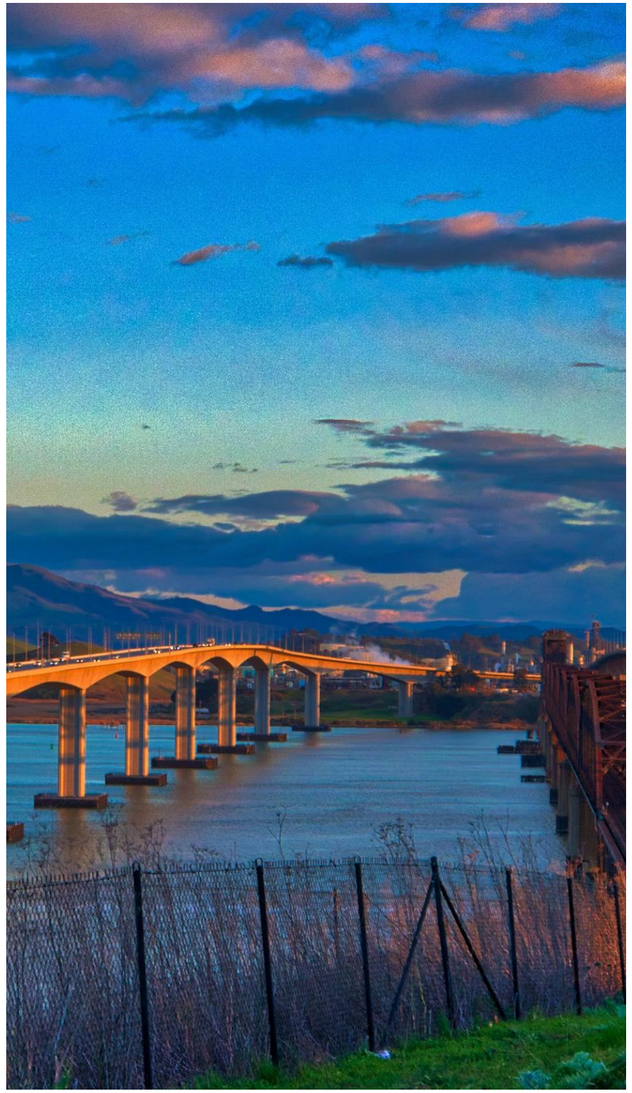
Identify areas that need further evaluation to be considered next cycle

General Fund Net Impact

General Fund	FY26 Proposed	FY27 Proposed
Revenues	65,859,686	67,549,825
Expenses	65,859,686	67,549,825
Surplus/(Deficit)	$0	$0

Balanced budget for FY26 and FY27 with no use of General Fund reserves to balance budget.

Balanced short term operating budget does not equate to balanced long-term outlook.



FTE Reduction

On January 7, 2025 City Council directed staff to return with a FY26 Proposed Budget of 218 FTEs or less. This was a reduction in the original staff recommendation to adopt a budget development policy that maintains existing service levels and FTEs of 222.75.

FTE Reduction

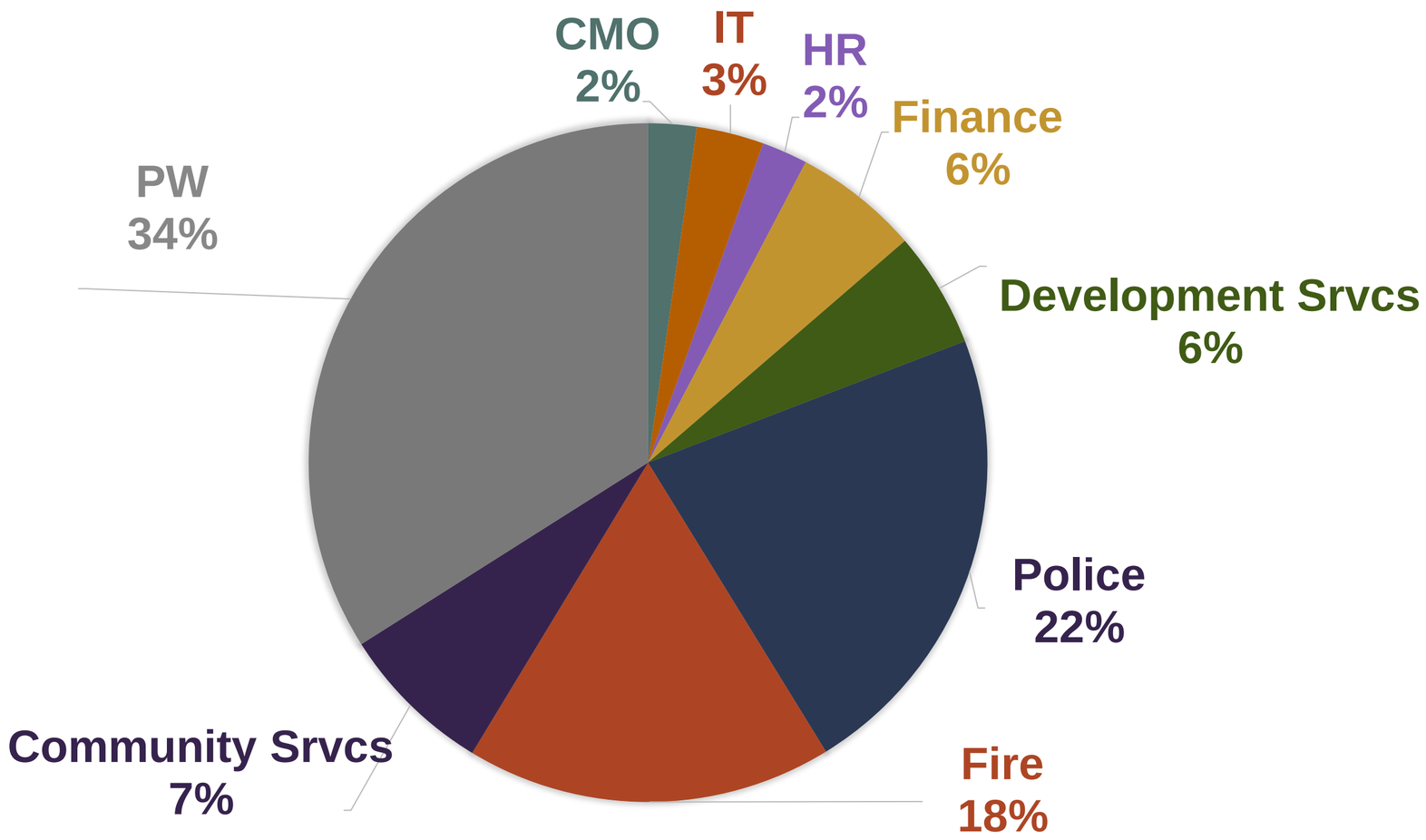
Department	FY25	Reductions		FY26	FY27
Information Technology	7.00			7.00	7.00
Human Resources	5.75	-1.00	HR Assistant	4.75	4.75
City Manager	5.00			5.00	5.00
Community Services	18.00	-2.00	Superintendent, Lib Technician	16.00	16.00
Development Services	12.00			12.00	13.00
Finance	13.00			13.00	13.00
Fire	38.00			38.00	37.00
Police	48.00			48.00	48.00
Public Works	76.00	-2.00	Custodians	74.00	74.00
Total FTEs – All Funds	222.75	-5.00		217.75	217.75

General Fund FTE

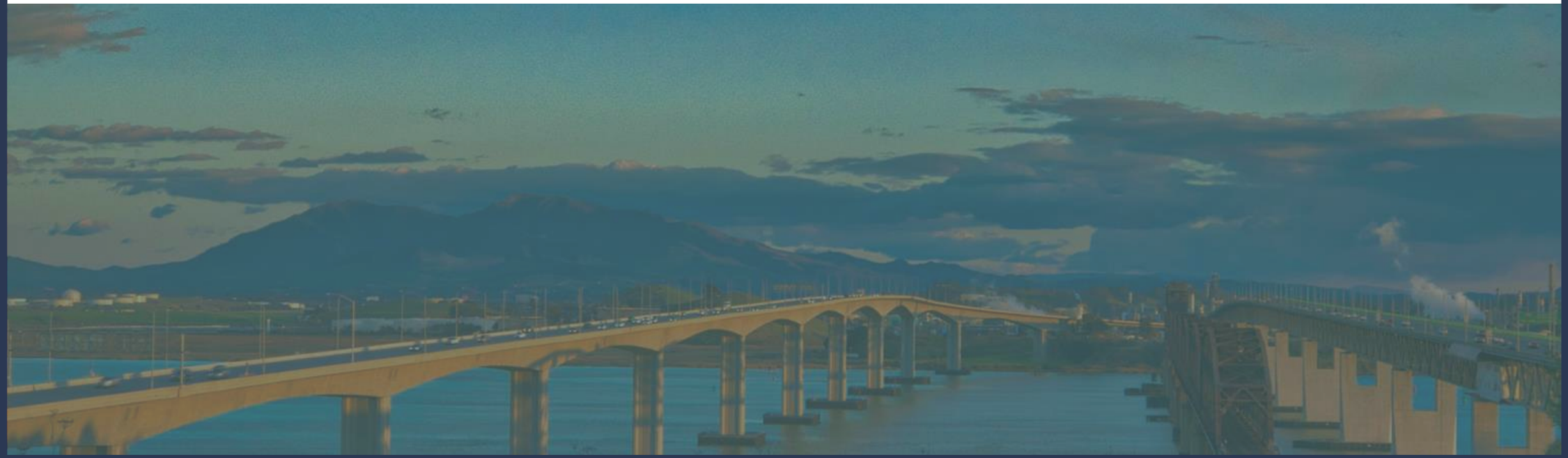
- About 76% of all FTEs are funded by the General Fund

Department	FY26 FTE	FY27 FTE
Administrative Services	11.75	11.75
City Clerk	0.50	0.50
City Manager	4.50	4.50
Community Services	15.22	15.22
Development Services	12.00	13.00
Finance	12.00	12.00
Fire	38.00	37.00
Police	48.00	48.00
Public Works	23.58	23.58
Total FTEs	**165.55**	**165.55**

FTE Distribution by Department - All Funds



Departmental Summaries



Fire – Highlights

General Fund	FY26	FY27
Total Revenue	**1,259,200**	**959,200**
Expense		
Personnel	12,458,967	13,190,898
Operations	1,750,661	1,613,483
Total Expense	**14,209,628**	**14,804,381**

- Industrial Safety Ordinance
- Fire Inspection Services – Vacancy in inspection services and increased demand requiring use of professional services
- Fire Station Maintenance

Position	FY26	FY27
Admin Secretary	1	1
Community Preservation Officer	1	0
Division Fire Chief	3	3
Fire Captain	6	6
Fire Chief	1	1
Fire Engineer	9	9
Fire Lieutenant	3	3
Fire Prevention Inspector II	1	1
Paramedic Firefighter	12	12
Senior Mgmt Analyst	1	1
Total FTE	**38**	**37**

Police – Highlights

General Fund	FY26	FY27
Total Revenue	**994,168**	**994,168**
Expense		
Personnel	13,306,815	14,357,810
Operations	1,974,058	2,040,424
Total Expense	**15,280,873**	**16,398,234**

- Axon Body Cameras
- Physical Fitness Testing

Position	FY26	FY27
Community Service Officer I	1	1
Community Service Officer II	3	3
Deputy Police Chief	1	1
Executive Asst To Police Chief	1	1
Police Chief	1	1
Police Lieutenant	1	1
Police Officer	22	22
Police Records Supervisor	1	1
Police Sergeant	6	6
Public Safety Dispatch I	2	2
Public Safety Dispatch II	7	7
Public Safety Dispatch Sup	1	1
Senior Mgmt. Analyst	1	1
Total FTE	**48**	**48**

Development Services – Highlights

Divisions: Building, Planning

General Fund	FY26	FY27
Total Revenue	**1,654,800**	**1,688,200**
Expense		
Personnel	2,653,021	2,850,376
Operations	1,605,428	1,424,759
Total Expense	**5,913,249**	**5,963,335**

- Development Engineering
- Housing Element

Position	FY26	FY27
Assistant Planner	1	1
Associate Planner	1	1
Asst City Mgr/Community Dev Dir	1	1
Building Inspection Supervisor	1	1
Building Inspector I	1	1
Community Dev Coordinator	1	1
Community Preservation Officer	0	1
Deputy Director/Bldg Official	1	1
Development Services Tech I	1	1
Development Services Tech II	1	1
Permit Services Specialist	1	1
Planning Manager	1	1
Senior Mgmnt Analyst	1	1
Total FTE	12	13

Community Services – Highlights

Divisions: Library, Recreation

General Fund	FY26	FY27
Total Revenue	**2,122,500**	**2,142,500**
Expense		
Personnel	4,024,016	4,139,214
Operations	1,270,311	1,253,420
Total Expense	**7,416,827**	**7,535,134**

- Program demand unaffected by fee increases.
  - Resident Use vs. Non-Resident Use
- Public Art maintenance - contract services
- Library furniture

Position	FY26	FY27
Admin Clerk II	1	1
Admin Secretary	1	1
Community Services Director	1	1
Librarian II	2	2
Library Superintendent	1	1
Library Technician II	3	3
Literacy Program Supervisor	1	1
Recreation Coordinator	1	1
Recreation Manager	3	3
Senior Librarian	2	2
Total FTE	16	16

City Manager's Office – Highlights

Divisions: City Clerk, Economic Development

General Fund	FY26	FY27
Total Revenue	**-**	**-**
Expense		
Personnel	1,473,863	1,523,528
Operations	1,153,667	1,289,906
Total Expense	**2,617,530**	**2,813,434**

Position	FY26	FY27
City Manager	1	1
Deputy City Clerk	1	1
Deputy City Manager	1	1
Economic Development Mgr II	1	1
Executive Asst To City Manager	1	1
Total FTE	5	5

- Part-time staffing augmentation
- Parks Landscape and Lighting District (PLLAD): Joint project between CMO and PW. CMO budget includes outreach costs while PW budget includes engineering costs.

Human Resources - Highlights

General Fund	FY26	FY27
Total Revenue	**-**	**-**
Expense		
Personnel	822,707	849,958
Operations	379,076	382,865
Total Expense	**1,201,783**	**1,232,823**

Position	FY26	FY27
Human Resources Analyst I	1.00	1.00
Human Resources Analyst II	0.75	0.75
Human Resources Manager	1.00	1.00
Human Resources Technician	1.00	1.00
Senior Human Resources Tech	1.00	1.00
Total FTE	4.75	4.75

- Benefit Administration, Employee Safety and Risk Management
- Recruitment
- Training and Development

Information Technology - Highlights

General Fund	FY26	FY27
Total Revenue	**-**	**-**
Expense		
Personnel	1,130,166	1,170,718
Operations	1,674,761	1,514,444
Total Expense	**2,804,927**	**2,685,162**

Position	FY26	FY27
GIS Coordinator	1	1
IT Assistant	3	3
IT Manager	1	1
IT Analyst II	2	2
Total FTE	7	7

- SharePoint modernization and standardization
- Security and Infrastructure Maintenance (with Apex)

Finance - Highlights

General Fund	FY26	FY27
Total Revenue	**-**	**-**
Expense		
Personnel	2,199,884	2,280,530
Operations	1,148,836	1,126,212
Total Expense	**3,348,720**	**3,406,742**

- Complete the remodel of Tyler Munis ERP (reimplementation)
  - Grants, Project Ledger, Contracts
- Financial Services consultants

Position	FY26	FY27
Account Clerk II	1	1
Accountant I/II	1	1
Accounting Manager	1	1
Accounting Technician	2	2
Budget Manager	1	1
Finance Director	1	1
Payroll Analyst II	1	1
Senior Account Clerk	2	2
Senior Accountant	2	2
Senior Financial Analyst	1	1
Total FTEs	**13**	**13**

Public Works - Highlights

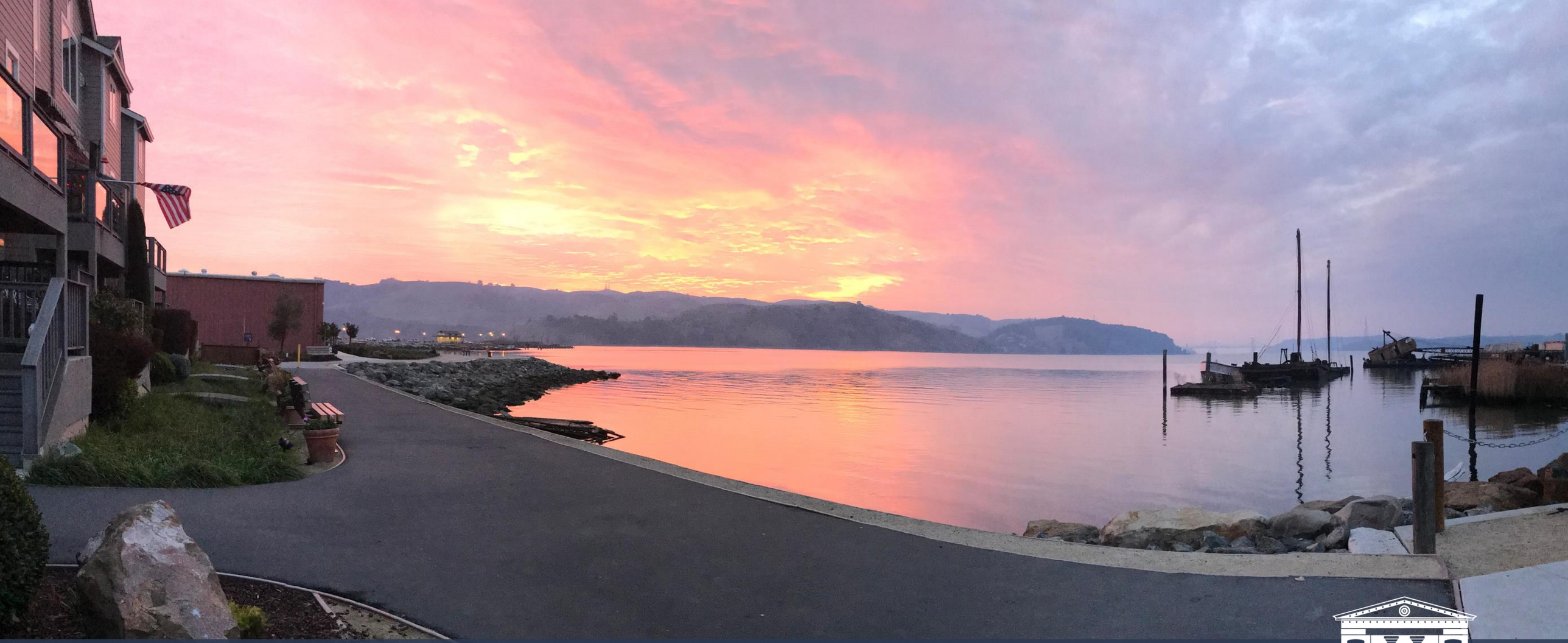
Divisions: Administration, Fleet Maintenance, Street Maintenance, Parks, Building Maintenance, Water Treatment, Water Maintenance, Wastewater Treatment, Wastewater Maintenance

General Fund	FY26	FY27
Total Revenue	**254,000**	**255,000**
Expense		
Personnel	4,745,191	5,014,336
Operations	4,740,870	4,056,736
Total Expense	**4,740,870**	**4,056,736**

- Facilities Condition Assessment
- Streets
- Reduction of Water Capital Projects (Enterprise Funds)

Public Works - FTE

Position	FY26	FY27
Admin Secretary	1	1
Associate Civil Engineer	1	1
Deputy Pw Dir City Eng	1	1
Deputy Pw Dir Operations	1	1
Deputy Pw Dir Utilities	1	1
Engineering Technician I	1	1
Field Utilities Streets Appr	6	6
Field Utilities Streets Jrny	7	7
Field Utilities Streets Sup	2	2
Irrigation Specialist	1	1
Laboratory Analyst	1	1
Maintenance Technologist I	5	5
Maintenance Technologist II	2	2
Maintenance Worker III PCS	3	3
Maintenance Worker III PW	3	3
Mechanic	1	1
Parks Bldg Maint Supervisor	1	1
Plbm Journeyman	6	6
PLBM Worker	1	1
Project Manager	1	1
Public Works Director	1	1
Public Works Inspector	1	1
Public Works Maint Supt	1	1
Senior Administrative Clerk	4	4
Senior Civil Engineer	1	1
Senior Mechanic	1	1
Senior Mgmt Analyst	2	2
Wastewater Operator II	1	1
Wastewater Operator III	3	3
Wastewater Plant Supervisor	1	1
Wastewater Plant Supt	1	1
Water Operator III	2	2
Water Operator IV	4	4
Water Plant Supervisor	1	1
Water Plant Supt	1	1
Water Quality Supervisor	1	1
WQ Technician I	1	1
WQ Technician II	1	1
Total FTE	74	74



ECONOMIC DEVELOPMENT

THE CITY OF BENICIA CALIFORNIA

TOURISM PROGRAM

- Strengthens and diversifies the local economy
- Boosts downtown visits and spending
- Puts Benicia on the map in new markets



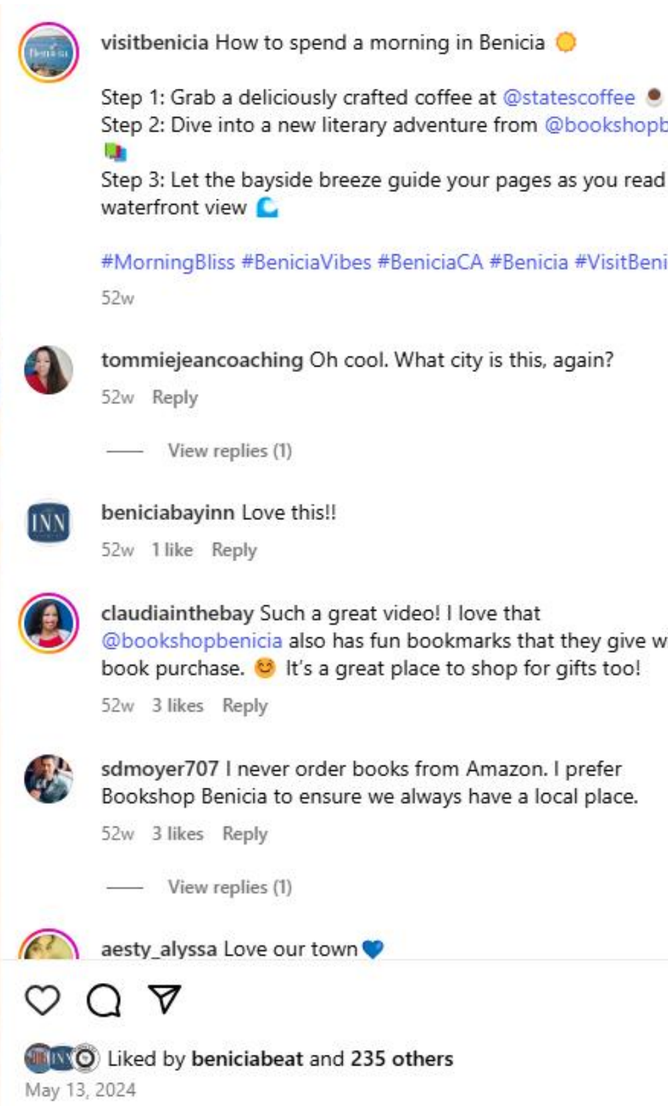
TOURISM PROGRAM

337% Increase in Facebook content interactions

100,000 VisitBenicia.org Visitors per year

Over 300,000 Audience Reach on social media





WHAT'S TO COME

- Digital Marketing
- Advertising
- Partnering with local businesses, influencers, and stakeholders to increase engagement & advertising



New in FY 2026

- Expanded Advertising
- Rebrand
- New Website



BUSINESS GRANT PROGRAM

THE CITY OF BENICIA CALIFORNIA

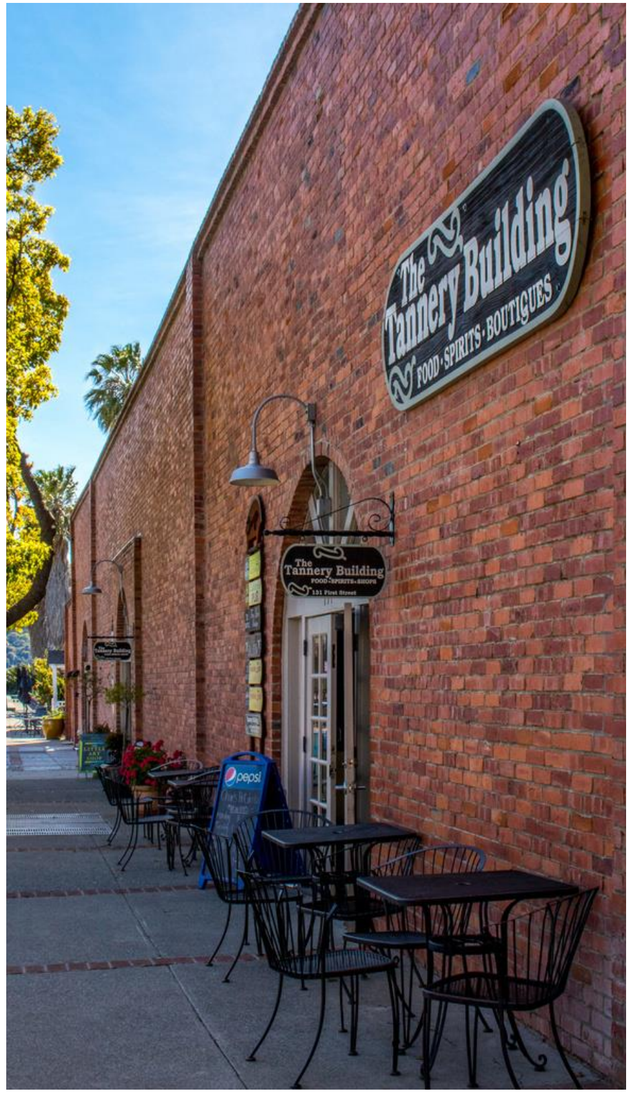
BUSINESS GRANTS

Overview

Developed as part of City Council goals, this initiative builds on the downtown placemaking analysis to strengthen the downtown.

Key Findings

- Underutilized Spaces
- Ground-Floor Office Space
- Funding and Coordination Challenges
- Commercial Kitchen Shortage



BUSINESS GRANTS

Year 1 - Facade Improvements:

- $150,000 allocated for facade improvement grants to enhance the visual appeal of downtown businesses.
- Grant amounts in $10,000 - $25,000

Year 2 - Commercial Kitchens:

- $150,000 designated for installing or upgrading commercial kitchens to attract and support hospitality-based businesses.
- Grant amounts in $25,000 - $35,000



BUSINESS GRANTS

Small Business Accessibility Program

Targeted Funding for ADA Improvements

CASp Funds

FY26: $25,000

FY27: $25,000





LOOKING AHEAD: VALERO

THE CITY OF BENICIA CALIFORNIA

ACTION PLAN

Summary

- Fiscal Impact and Economic Analysis
- Engagement with local businesses and State and Federal agencies
- Opportunities for future land use and policy updates

QUESTIONS?



THE CITY OF BENICIA CALIFORNIA

AGENDA ITEM
CITY COUNCIL MEETING DATE – JULY 15, 2025
BUSINESS ITEM

TO : City Manager

FROM : Assistant City Manager

SUBJECT : **COMMERCIAL REGULATIONS STREAMLINING AMENDMENTS**

EXECUTIVE SUMMARY:

The proposed amendments would update and streamline certain land use regulations, clarify land use classifications and definitions, establish consistency in land use regulations citywide, and clean up various code references for internal consistency and organization. More specifically, the amendments would address day care centers, home-based businesses, formula businesses, studios, body art and piercing, alcoholic beverage sales, bars, taverns and nightclubs, alcoholic beverage service at eating and drinking establishments, take-out service at eating establishments, live entertainment, mobile food vending, health and fitness facilities, commercial recreation facilities, and sports and entertainment assembly.

In addition, the amendments would change the name of the Community Development Department to Development Services Department to eliminate confusion related to another existing city department (Community Services Department) and clarify the function of the department.

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); and
2. Adopt a resolution (Attachment 2) amending the Chapter 4 (Form Based Code) of the Downtown Mixed Use Master Plan (DMUMP).

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 activity that may have a positive impact to additional future revenue.

BACKGROUND:

The City of Benicia adopted its current Zoning Ordinance in 1987. The DMUMP, which regulates land use and the form of the development in the downtown area, was adopted

in 2007. Most commercial regulations in the city are unchanged since their adoption. However, there have been various societal, technological and economic shifts since that time that necessitate updates. In addition, the City has received feedback from small business owners, the business community, and others that the current level of regulation imposes costs and delays that affect the feasibility for small businesses.

This project would support implementation of the City's Resiliency Plan, Goal 3: Expand Economic Development, by streamlining new business review and facilitating economic growth.

Economic Development Board Discussion
The Economic Development Board (EDB) received a presentation and discussed this topic on September 25, 2024.[1] Board members expressed appreciation for the effort to remove barriers for new businesses, where appropriate for the community, and agreed that updates would be beneficial for economic growth.

While Board members generally agreed that the regulations identified present sticking points, they expressed hesitation with easing the floor area limitation of 1,500 square feet for studios on First Street. Specifically, it was noted that studio-type uses can generate spikes in parking demand and have the potential to displace other economically beneficial uses, such as retail stores and restaurants.

City Council Discussion
The City Council received a report and overview of the project approach on October 15, 2024.[2] Councilmembers expressed an overall intent to streamline requirements and reduce the need for use permits where appropriate, with consideration to the need for businesses to move efficiently through the City's permit processes. In addition to the concepts presented during the meeting, the Council directed staff to review the City's formula business regulations, evaluate the concentration of alcohol sales (bottle shops), and ease use permit requirements for commercial operation on New Year's Eve and certain other holidays.

Planning Commission and Economic Development Board Study Session
The Planning Commission and EDB conducted a joint meeting and study session concerning the proposed amendments on March 27, 2025.[2] Following a staff presentation and clarifying questions from commissioners, one member of the public asked questions related to the downtown and expressed concern that the nightclub use type should not overlap with Outdoor Entertainment. Commissioners discussed a variety of topics including formula businesses, existing constraints within the City's development criteria and the broader business market, and sports practice and training facilities as a desired use in Benicia relative to location and industrial considerations.

Planning Commission Public Hearing
The Planning Commission conducted a public hearing to consider the proposed amendments on June 26, 2025 (see staff report, Attachment 3). Following a staff presentation, one member of the public offered comment. Clarifying information was

[1] The agenda item and minutes may be viewed at www.ci.benicia.ca.us/agendas

provided about the proposed definitions for “nightclub” and the proposed temporary relief provision for holidays. 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. 25-2, Attachment 4 and draft minutes, Attachment 5)

Nonconforming Uses
The proposed amendments would reduce permitting requirements for a variety of uses, though regulation changes for some business types (i.e., liquor stores and commercial recreation uses in the Industrial Park) may result in those existing businesses becoming “nonconforming” meaning that the business was in compliance with the requirements of the Zoning Ordinance when it was established, but with the proposed amendments would no longer be in compliance. New businesses would need to obtain a use permit to operate while nonconforming businesses would be able to continue to operate.

Because the City does not maintain a comprehensive list of the location, type and size of each business, it is not feasible to prepare an analysis of potential nonconforming businesses. Zoning changes would not have an immediate impact on existing, lawful businesses because the Zoning Ordinance makes an allowance for the continued operation of “nonconforming uses” (BMC 17.98.020). If a use is no longer permitted in a zoning district, then it can continue to operate but not expand (BMC 17.98.030). A pre-existing use, for which a use permit is now required, may seek a use permit for expansion (BMC 17.98.070). In May 2025, the City conducted outreach to three known businesses in the industrial park that fall under the commercial recreation and health/fitness categories to provide a description of the existing and proposed regulations, and direct contact information for follow up questions or discussion.

Proposed Amendments
The project would amend the BMC and DMUMP to reduce discretionary permitting for many commercial use types. In some cases, parameters for operational hours, square footage and location are proposed in the interest of land use compatibility. Additional changes to clean up formatting, clarify wording and update cross references will improve the usability of the City’s land use regulations and improve consistency from chapter to chapter and across documents (BMC and DMUMP). A Zoning Map is provided for reference as Attachment 6.

- **Day care centers**: would change from conditionally permitted (use permit is required) to permitted in all residential districts, as well as the Community Commercial, Open Space, and Public and Semipublic Districts.

- **Home-based business**: regulations would be fully updated, including removal of the home occupation permit. Allowed business types would be expanded to include limited at-home instruction, personal services, retail and horticulture.

- **Formula businesses**: regulations would be deleted.

- **Studios**: in the Town Core Zone, would be permitted up to 1500 square feet floor area and would be conditionally permitted if exceeding 1500 square feet

(proposed DMUMP amendments include similar square footage thresholds for health/fitness studios and commercial recreation).

- **Body art/piercing**: restrictions in the DMUMP would be deleted.

- **Alcoholic beverage sales**: would be permitted when accessory to tasting, microbrewery, neighborhood market. As primary use (bottle shop, liquor store), a use permit would be required in the General Commercial District (matching existing downtown regulations).

- **Temporary relief of noise regulations (hours only)**: would be granted until 12:30 a.m. on the evening of December 31/January 1 and July 3/July 4 of each year in the Town Core Zone.

- **Bars, taverns / drinking establishments:** the 9 pm threshold for permitted use would be extended to 10 pm. A use permit would be required for operations after 10 pm.

- **Nightclubs**: would be separately defined and not permitted. (note: outdoor entertainment is separate and would not be affected by this change.)

- **Restaurants**: would no longer be required to obtain a use permit for full alcoholic beverage service (this current regulation applies outside of the downtown only). Take-out service restrictions and separate regulation would be deleted.

- **Live entertainment**: would become a permitted use in the Mixed Use-Infill, General Commercial and Waterfront Commercial districts when located indoors and accessory to an eating or drinking establishment.

- **Mobile food vending**: regulations would be updated to remove the mobile food vending permit, clarify regulations, and remove the parking requirement.

- **Health/fitness facilities**: would be a permitted use in all commercial districts, mixed use districts, and Town Core Zone. Would be a permitted use in the Limited Industrial District and would require a use permit within geographic parameters in the General Industrial District.

- **Commercial recreation**: would be a permitted use in the General Commercial and Mixed Use-Infill Districts and Town Core Zone; would be a conditional use in the Community Commercial District. In the Limited Industrial District, would be conditionally permitted for single-tenant indoor sports training, archery and shooting galleries within geographic parameters. Game center regulations would be deleted.

- **Sports and entertainment assembly**: would be conditionally permitted only in the General Commercial, Public and Semipublic and Open Space Districts.

- **Department Name**: The Community Development Department would be renamed Development Services Department. This change has already been previewed in the two-year budget for FY 2026-2027.

NEXT STEPS:
A second reading and adoption of the amendment to the BMC is scheduled for August 19, 2025. If adopted at the second reading, the BMC amendments would become effective 30 days after adoption.

The proposed resolution does not require a second reading and may take effect 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 15301 and 15305 which apply to existing facilities and minor alterations to land use limitations; 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. Draft Resolution amending the Downtown Mixed Use Master Plan
3. Planning Commission Staff Report (without attachments), June 26, 2025
4. Planning Commission Resolution No. 25-2 with Exhibits A and B
5. Draft Planning Commission Meeting Minutes, June 26, 2025
6. Zoning Map

For more information contact: Suzanne Thorsen, AICP, Assistant City Manager
Phone: 707-746-4280
E-mail: sthorsen@ci.benicia.ca.us

CITY OF BENICIA

ORDINANCE NO. 25-___

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BENICIA AMENDING CHAPTER 2.32 (PLANNING DEPARTMENT) OF TITLE 2 (ADMINISTRATION AND PERSONNEL) AND ALL REFERENCES WITHIN THE BENICIA MUNICIPAL CODE AND PERSONNEL CLASSIFICATION PLAN TO CHANGE THE NAME OF THE PLANNING DEPARTMENT TO THE DEVELOPMENT SERVICES DEPARTMENT AND TO CHANGE THE TITLE OF COMMUNITY DEVELOPMENT DIRECTOR TO DEVELOPMENT SERVICES DIRECTOR, AND AMENDING CHAPTERS 17.12 (DEFINITIONS), 17.16 (USE CLASSIFICATIONS), 17.24 (RESIDENTIAL DISTRICTS), 17.26 (MIXED USE DISTRICTS), 17.28 (COMMERCIAL DISTRICTS), 17.32 (INDUSTRIAL DISTRICTS), 17.36 (OS OPEN SPACE DISTRICT), 17.40 (PS PUBLIC AND SEMIPUBLIC DISTRICT) AND 17.70 (GENERAL REGULATIONS) OF TITLE 17 (ZONING) OF THE BENICIA MUNICIPAL CODE TO CLARIFY, UPDATE AND STREAMLINE COMMERCIAL REGULATIONS

WHEREAS, the Community Development Department is also called the Planning Department pursuant to Chapter 2 (Administration and Enforcement) of the Benicia Municipal Code; and

WHEREAS, the Department's name does not clearly articulate its purpose to the general public and is easily confused with that of the Community Services Department; and

WHEREAS, Goal 3 of the City of Benicia Resiliency Plan is to expand economic development; and

WHEREAS, certain current commercial regulations impede business attraction, establishment and expansion due to permit and discretionary hearing requirements; and

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 and to promote clarity for all users; and

WHEREAS, the Economic Development Board conducted a study session discussion of conceptual zoning changes, accepted public comment, and provided feedback on September 25, 2024; and

WHEREAS, the City Council accepted public comment and provided direction concerning the proposed amendments on October 15, 2024; and

WHEREAS, the Planning Commission and Economic Development Board conducted a study session and accepted public comment on March 27, 2025; and

WHEREAS, the Planning Commission conducted a duly noticed public hearing at a special meeting on June 26, 2025, 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 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 _____; and

WHEREAS, pursuant to the California Environmental Quality Act (CEQA), the City Council find this project to be categorically exempt pursuant to the California Environmental Quality Act (CEQA) Guidelines Sections 15301 and 15305 which apply to existing facilities and minor alterations to land use limitations; the proposed zoning 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; and

WHEREAS, it is clarified that while the text amendments themselves are deemed to be categorically exempt from further CEQA review, new projects or developments regulated with the updated amendments may still be subject to CEQA review on a case-by-case basis to ensure that any significant environmental impacts are adequately addressed; 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 Titles 2 and 17, and the following goals 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 2.13: Support the viability of existing commercial centers.

THE CITY COUNCIL OF THE CITY OF BENICIA DOES ORDAIN AS FOLLOWS:

Section 1.

Chapter 2.32 (Planning Department) of Title 2 (Administration and Personnel) of The Benicia Municipal Code is hereby renamed Development Services Department.

Section 2.

Section 2.32.101 (Creation – Director) of Chapter 2.32 (Planning Department) of Title 2 (Administration and Personnel) of the Benicia Municipal Code is hereby amended as follows:

2.32.010 Creation – Director.
There is in the city government a department known as the ~~planning~~ development services department. The administrative officer of the department is the ~~community development~~ development services director.

Section 3

All references to the "planning department" or "community development department" within the Benicia Municipal Code or City of Benicia personnel classification plan, as established in Ordinance No. 75-16 and subsequently amended, shall be stricken and replaced with "development services department" including but not limited to such references as may be contained in Title 2 (Administration and Personnel), Title 5 (Business Taxes, Licenses and Regulations), Title 6 (Animal Control Regulations), Title 12 (Streets, Sidewalks and Public Places), Title 15 (Buildings and Construction), Title 16 (Subdivisions), Title 17 (Zoning), and Title 18 (Signs).

Section 4

All references to "community development director" within the Benicia Municipal Code or personnel classification plan, as established in Ordinance No. 75-16 and subsequently amended, shall be stricken and replaced with "development services director" including but not limited to such references as may be contained in Title 1 (General Provisions), Title 2 (Administration and Personnel), Title 3 (Revenue and Finance), Title 5 (Business Taxes, Licenses and Regulations), Title 6 (Animal Control Regulations), Title 12 (Streets, Sidewalks and Public Places), Title 16 (Subdivisions), Title 17 (Zoning), and Title 18 (Signs).

Section 5.

Section 17.12.030 (Definitions) of Chapter 17.12 (Definitions) of Title 17 (Zoning) of the Benicia Municipal Code is hereby amended to delete the definitions of "Convenience market" and "Formula business", and to amend the definitions of "Entertainment Live" and "Home occupations" as follows:

~~"Convenience market" means retail sales of food, beverages and small convenience items primarily for off-premises consumption and typically found in establishments with long or late hours of operation and a relatively small building. This definition excludes delicatessens and other specialty food shops and establishments having a sizeable assortment of fresh fruits and vegetables, and fresh cut meat.~~

"Entertainment, live" means r~~egulations pertaining to live entertainment in this chapter apply to the following~~ activities ~~where they~~ such as comedy, musical or theatrical performances by one or more persons which occur on a scheduled basis three or more days during a calendar year on the site of a use other than a public or semipublic use.~~:~~

~~A. A comedy act, musical, theatrical, or dance recital performed by one or more persons, regardless of whether performers are compensated;~~
~~B. Any form of dancing by patrons or guests at a business establishment;~~
~~C. A fashion show, except when conducted within an enclosed building used primarily for the manufacture or sale of clothing.~~

~~"Formula business" means an eating and drinking establishment that maintains any of the following features in common with more than four other establishments in the nine Bay Area counties: standardized array of services and/or merchandise, trademark, logo, service mark, symbol, sign, decor, uniform, menu, or other similar standardized feature.~~

"Home-based business ~~occupations~~" means ~~occupations~~ an office or commercial business conducted in a dwelling unit~~, garage, or accessory building~~ that ~~are~~ is incidental to the principal residential use ~~of the lot or site~~. It does not include cottage food operations defined separately herein.

Section 6.

Section 17.16.040 (Public and semipublic use classifications) of Chapter 17.16 (Use Classifications of Title 17 (Zoning) of the Benicia Municipal Code is hereby amended to modify the use classification for "Day care center" as follows:

"Day care center" means a state-licensed child day care facility other than a family day care home that provides nonmedical care to children under 18 years of age on a less than 24-hour basis, and includes infant centers, nursery schools, preschools, extended day care facilities, and school age child care centers.

Section 7.

Section 17.16.050 (Commercial use classifications) of Chapter 17.16 (Use Classifications of Title 17 (Zoning) of the Benicia Municipal Code is hereby amended to delete the use classifications of "Eating and Drinking Establishments with Take-Out Service" (L.4), "Eating and Drinking Establishments – Limited" (L.4.b), "Eating and Drinking Establishments – Truck Stop" (L.5), "Commercial Recreation and Entertainment – Card room, game center, billiard parlor" (I.1) and Commercial

Recreation and Entertainment – Limited (I.2); to modify the use classifications for "Commercial Recreation and Entertainment" (I), "Eating and Drinking Establishments with full alcoholic beverage service" (L.2), "Eating and Drinking Establishments – Mobile Food Vending"; to add sub-use classifications for "Eating and Drinking Establishments -Night club" (L.6), "Food and Beverage Sales – Alcoholic Beverage Sales - Off-premise" (M.1), "Food and Beverage Sales – Convenience Market" (M.2); and to add use classifications for "Health/Fitness Facilities", "Sports and Entertainment, Assembly" and "Truck Stop" in alphabetical order and re-letter all sections accordingly as follows:

I. Commercial Recreation and Entertainment, Indoor. ~~Provision of participant or spectator~~ Facilities providing indoor amusement, recreation or entertainment for a fee or admission charge. This classification includes theaters, ~~sports stadiums and arenas, amusement parks,~~ bowling alleys, billiard parlors, ice/roller skating rinks, play centers, game arcades (video games, pinball, etc.), indoor sports practice and training (e.g., batting cages), ~~golf courses, miniature golf courses, scale-model courses,~~ indoor archery or shooting galleries~~., tennis/racquetball courts, health/fitness clubs, pinball arcades or electronic games centers having three or more coin-operated game machines, card rooms, subject to the regulation of Chapter 5.08 BMC, and facilities used exclusively for bingo games, as regulated by Chapter 5.12 BMC.~~ This use classification does not include adult businesses, nor any establishment engaged in gambling or betting.

~~1. Card room, game center, billiard parlor.~~

~~2. Limited. Indoor movie theaters and performing arts theaters.~~

L. Eating and Drinking Establishments. Businesses serving prepared food or beverages for consumption on or off the premises, not including cannabis or cannabis products.

1. With Wine and Beer Service. Alcoholic beverages served are limited to wine and beer.
2. With full alcoholic beverage service. Alcoholic beverages served include distilled spirits.
3. With Live Entertainment. Establishments offering live entertainment, as defined in Chapter 17.12 BMC (Definitions).

~~4. With Take-Out Service. Establishments at which 20 percent or more of the transactions are sales for off-site consumption, and which serve or deliver prepared food to persons in vehicles or have more than two work stations at which employees package or service prepared food and receive payment.~~

~~A~~4. Drive-Up. Service from a building to persons in vehicles through an outdoor service window.

~~5. Limited. Establishments that do not serve persons in vehicles.~~

~~6. Truck Stop. A facility geared primarily to providing services for truckers, including on-site fueling, repair and servicing of freight trucks; restaurant facilities; restrooms; towing services; overnight accommodations and related services.~~

~~6~~5. Mobile Food Vending. The sale of ready-to-consume prepared foods from vehicles ~~located on private property or approved public property~~ on a semi-permanent basis during hours of operation. ~~Vehicular~~ Mobile food vending generally has the following characteristics:

a. Food and beverages are ordered and served from a take-out counter that is integral to the vehicle;

b. Food and beverages are paid for prior to consumption;

c. Food and beverages are served in disposable wrappers, plates or containers; and

d. Food and beverages are prepared and sold for primarily off-site consumption with limited on-site consumption.

6. Night Club. A facility serving alcoholic beverages for on-site consumption and providing live entertainment, examples of which include live music and/or dancing, comedy, etc. after 10:00 p.m. one or more nights per week. Does not include adult oriented businesses.

M. Food and Beverage Sales. Retail sales of food and beverages for off-site preparation and consumption, not including cannabis or cannabis products. Typical uses include groceries, liquor stores, or delicatessens. Establishments at which 20 percent or more of the transactions are sales of prepared food for on-site or take-out consumption shall be classified as “catering services” or “eating and drinking establishments.”

1. Alcoholic Beverage Sales – Off-premise. The retail sale of beer, wine, and/or spirits in sealed containers for off-premise consumption as a primary business activity. Does not include alcohol sales that are conducted on a temporary basis pursuant to a day license or equivalent permit from the California Department of Alcoholic Beverage Control, nor sales that are accessory to and part of a beverage tasting facility, microbrewery, market or similar use.

2. “Convenience market.” ~~means~~ The retail sales of food, beverages and small convenience items primarily for off-premises consumption and typically found in establishments with long or late hours of operation and a relatively small building. This definition excludes delicatessens and other specialty food shops and establishments having a sizeable assortment of fresh fruits and vegetables, and fresh cut meat.

Health/Fitness Facilities. Establishments primarily engaged in providing physical fitness services, exercise equipment, and related activities for the improvement or maintenance of physical health and well-being. This classification includes gyms, health clubs, yoga studios, and similar establishments offering exercise classes, personal training, cardiovascular equipment, weight training equipment, and other fitness-related services.

Sports and Entertainment, Assembly. A facility that provides for indoor or outdoor spectator-oriented sports including sports stadiums, arenas, or tournament facilities; and outdoor amusement facilities such as amusement parks, mini-golf, etc.

Truck Stop. A facility geared primarily to providing services for truckers, including on-site fueling, repair and servicing of freight trucks; restaurant facilities; restrooms; towing services; overnight accommodations and related services.

Section 8.

Section 17.16.050 (Accessory use classifications) of Chapter 17.16 (Use Classifications of Title 17 (Zoning) of the Benicia Municipal Code is hereby amended to modify the use classification for Accessory Uses and Structures as follows:

A. Accessory Uses and Structures. Uses and structures that are incidental to the principal permitted or conditionally permitted use or structure on a site and are customarily found on the same site. This classification includes accessory dwelling units, home-based businesses ~~occupations~~, and construction trailers.

Section 9.

Section 17.24.020 (RS, RM, RH and HZ districts – Land use regulations) of Chapter 17.24 (Residential 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:

RS, RM, RH and HZ Districts: Land Use Regulations

P – Permitted
U – Use Permit
L – Limited (See "Additional Use Regulations")
– – Not Permitted

	RS	RM	RH	HZ	Additional Regulations
Residential					(A)~~(B)(C)N)~~
Family Day Care, Large	P	P	P	P	~~(P)~~
Family Day Care, Small	P	P	P	P	
Group Residential	–	U	U	U	~~(D)(E)~~ L-1
Multifamily Residential	–	P	P	P	~~(E)~~ L-1

RS, RM, RH and HZ Districts: Land Use Regulations

P – Permitted
U – Use Permit
L – Limited (See "Additional Use Regulations")
– – Not Permitted

	RS	RM	RH	HZ	Additional Regulations
Residential Care, Limited	P	P	P	P	L-1
Single-Family Residential	P	P	P	–	~~(M)~~ L-1
Supportive Housing	P	P	P	P	L-1
Transitional Housing	P	P	P	P	L-1
Commercial Uses					
Conference and Meeting Facilities	U	U	U	–	
Eating and Drinking Establishments	–	–	–	P	~~(S)~~ L-2
Food and Beverage Sales	–	–	–	P	~~(S)~~ L-2
Horticulture, Limited	~~L1~~ U	~~L1~~ U	~~L1~~ U	~~L1~~ U	~~(Q)~~ ~~L-1~~ L-3
Personal Services	–	–	–	P	~~(S)~~ L-2
Public and Semipublic					
Adult Day Health Care	U	U	U	U	
Bed and Breakfast Inns	~~L3~~ U	~~L3~~ U	~~L3~~ U	–	~~L-3~~ L-4
Clubs and Lodges	~~L6~~ U	U	U	U	L-5
Convalescent Facilities	–	U	U	U	
Cultural Institutions	–	U	U	U	
Day Care Center	~~U~~ P	~~U~~ P	P	P	~~(S)~~ L-2, L-6
Emergency Shelter	–	~~L4~~ P	–	–	~~L4~~ (B)
Park and Recreation Facilities	~~L2~~ P	~~L2~~ P	~~L2~~ P	~~L2~~ P	~~L-2~~ ~~(F)~~ L-7
Public Safety Facilities	U	U	U	U	
Religious Assembly	U	U	U	U	~~(O)~~
Residential Care, General	P	P	P	P	
Schools, Public or Private	U	U	U	–	
Utilities, Major	–	–	–	–	

RS, RM, RH and HZ Districts: Land Use Regulations

P – Permitted
U – Use Permit
L – Limited (See "Additional Use Regulations")
– – Not Permitted

	RS	RM	RH	HZ	Additional Regulations
Waste Facility	–	–	–	–	
Utilities, Minor	P	P	P	P	
~~Visitor Accommodation~~	~~-~~	~~-~~	~~-~~	~~-~~	~~(E)~~
Accessory Uses	P/U	P/U	P/U	P/U	~~(A)(G)(H)(I)(J)(K)(Q)~~
Accessory Dwelling Unit	P	P	P	P	~~(H)~~ (C)
Cottage Food Operations	P	P	P	P	~~(G)~~ (D)
Donation and Collection Bins	P~~L5~~	P~~L5~~	P~~L5~~	P~~L5~~	~~L-5~~ ~~(R)~~ L-8, (E)
Home-Based Businesses	P	P	P	P	~~(G)~~ (D)
Short-Term Rentals	P	P	P	P	~~(E)~~ (F)
Temporary Uses					
Commercial Filming, Limited	P	P	P	P	
Personal Property Sales	P	P	P	P	
Street Fairs	U	U	U	U	
Nonconforming	-	-	-	-	~~(N)~~ (G)
Other Uses					
Cultivation of Cannabis for Personal Use, Indoors or Outdoors (Residential Cultivation of Cannabis)	P	P	P	P	~~(Q)~~ (H)

RS, RM, and RH Districts: Additional Use Regulations

L-1 Residential use shall be allowed by right for housing development projects on vacant sites designated in two consecutive prior housing elements and nonvacant sites designated in one prior housing element, as described in Chapter III, Sites Inventory, and shown in Appendix D, Table A of the housing element, pursuant to Government Code Section 65583.2(i) where at least 20 percent of units are provided as affordable to extremely low-, very low- or low-income households.

L-2 In the HZ district, ~~U~~uses are permitted on the ground floor of multifamily residential buildings when not exceeding 20 percent of gross floor area.

L-~~1~~3 Use permit required, and no on-site retail sales permitted. Shall not include cannabis cultivation.

L-~~3~~4 ~~Community development~~ Development services director use permit required.

~~L-4 See BMC 17.70.390, Emergency shelter.~~

L-~~6~~5 In the RS district, ~~O~~only youth centers may be permitted with approval of a use permit, if operated by a public or non-profit organization and located within a half-mile of a secondary school.

L-6 In the RS and RM districts, a day care center is a permitted use only when operated on the grounds within the facilities of a duly permitted religious assembly or school.

L-~~2~~7 Limited to facilities on sites of fewer than two acres. Use permit required for private noncommercial facilities, including swim clubs and tennis clubs.

L-~~5~~8 Only permitted when accessory to a duly permitted club, lodge, cultural institution, religious assembly or school.

(A) See BMC 17.70.300, Animals.

(B) See BMC 17.70.390, Emergency shelter.

(C) See BMC 17.70.060, Accessory dwelling units.

(D) See BMC 17.70.370, Cottage food operations, and BMC 17.70.070, Home ~~occupations~~ based businesses.

(E) See BMC 17.70.410, Donation and collection bins.

(F) See BMC 17.70.450, Short-term rentals.

(G) See Chapter 17.98 BMC, Nonconforming Uses and Structures.

(H) See Chapter 17.84 BMC, Cannabis.

~~(A) See BMC 17.70.020, Relocated buildings (use permit required).~~

~~(B) Residential use shall be allowed by right for housing development projects on vacant sites designated in two consecutive prior housing elements and nonvacant sites designated in one prior housing element, as described in Chapter III, Sites Inventory, and shown in Appendix D, Table A of the housing element, pursuant to Government Code Section 65583.2(i) where at least 20 percent of units are provided as affordable to extremely low-, very low- or low-income households.~~

~~(C) Approval of a use permit shall require a finding that (1) the proposed use will have no significant unmitigated environmental impacts; and (2) the building design is compatible with surrounding buildings.~~

~~(D) Design review shall be required; see Chapter 17.108 BMC.~~

~~(E) For visitor accommodations accessory to a dwelling unit, see BMC 17.70.450, Short-term rentals.~~

~~(F) Limited to facilities on sites of fewer than two acres.~~

~~(G) See BMC 17.70.370, Cottage food operations, and BMC 17.70.070, Home occupations~~.

~~(H) See BMC 17.70.050, Nonresidential accessory structures, and BMC 17.70.060, Accessory dwelling units.~~

~~(I) See BMC 17.74.190, Driveways and carports – Design and location in R districts.~~

~~(J) See BMC 17.70.080, Swimming pools and hot tubs.~~

~~(K) See Chapter 17.104 BMC, Use Permits and Variances.~~

~~(L) See BMC 17.70.280, Manufactured homes.~~

~~(M) See BMC 17.70.300, Animals.~~

~~(N) See Chapter 17.98 BMC, Nonconforming Uses and Structures.~~

~~(O) See BMC 17.70.040, Religious assembly yard requirements.~~

~~(P) Community development director shall issue a permit for large family day care homes caring for nine to 14 children, as defined in Chapter 3.4 of the California Health and Safety Code, upon determining that the proposed large family day care complies with the requirements below. If the proposed large family day care will not be able to conform to the following requirements, the community development director shall refer the application to the planning commission for a use permit as provided in Chapter 17.104 BMC, except that the public notification radius shall be reduced to 300 feet:~~

~~(1) A minimum 300-foot separation is required between all large family day care facilities located on the same street. The separation shall be measured from the closest property lines. For corner properties, the separation shall be measured from the property line of all street frontages.~~

~~(2) No signs, name plates or other advertising shall be affixed to the premises.~~

~~(3) The hours of operation shall not exceed 6:00 a.m. to 8:00 p.m. Monday through Friday.~~

~~(4) The applicant shall maintain a valid state license for a large family day care.~~

~~(5) Noise. The location of the facility, including outdoor play areas, shall be sited to minimize noise impacts on neighboring properties. Noise levels shall comply with the standards identified in the general plan.~~

~~(6) Outdoor Play Areas. Outdoor play areas shall be:~~

~~a. Fully enclosed by a natural barrier, wall, solid fence, or other solid structure having a maximum height of six feet; and~~

~~b. Physically separated from driveways, streets, and parking.~~

~~(7) Adequate parking shall be provided for employees of the large family day care and for pick-up and drop-off of children at the home in accordance with the following standards:~~

~~a. Parking shall comply with BMC 17.74.030, Off-street parking and loading spaces required;~~

~~b. Adequate space shall be available for the safe pick-up and delivery of children to the day care home; and~~

~~c. Vehicles for all day care employees, visitors, and potential clients associated with the day care shall not block driveway entrances and shall park in a legal parking space along the street.~~

~~The criteria above shall be incorporated as required operational standards for all large family day care homes.~~

~~A permit for a large family day care that is not operated in compliance with these regulations or that is in violation of any law or ordinance in connection with large family day care homes or has a currently suspended or revoked state license, shall be revoked by the community development director after 30 days' written notice unless the large family day care is altered to comply.~~

~~(Q) See Chapter 9.60 BMC, Cannabis Public Safety License, and Chapter 17.84 BMC, Cannabis.~~

~~(R) See BMC 17.70.410, Donation and collection bins.~~

~~(S) Uses are permitted on the ground floor of multifamily residential buildings when not exceeding 20 percent of gross floor area.~~

Section 10.

Section 17.24.030 (RS, RM, RH and HZ districts – Property development regulations) of Chapter 17.24 (Residential Districts) of Title 17 (Zoning) of the Benicia Municipal Code is hereby amended to modify the property development regulations table and additional regulations as follows:

RS, RM, RH and HZ Districts: Property Development Regulations

	Districts				Additional Regulations
	RS	**RM**	**RH**	**HZ**	(T)
Site Area per Unit (sq. ft.)	6,000	3,000	2,000	580	
With density bonus for:					
Low- or Moderate-Income Housing	4,800	2,400	1,600	–	(A)
Elderly Housing	–	2,000	1,300	–	(A)
Low-Income Elderly Housing	–	1,500	1,000	–	(A)
Minimum Site Area (sq. ft.)	6,000	6,000	7,500	20,000	(B)(C)(D)
Minimum Site Width (ft.)	60	60	60	60	(R)(S)
Minimum Yards:					(V)
Front (ft.)	20	20	20	10	(E)(F)
Side (ft.)	5	6; 10	6; 10	10	(E)(G)(H)
Corner Side (ft.)	10	15	15	10	(E)
Rear (ft.)	15	15	15	15	(E)(G)
Courts					(I)
Maximum Height (ft.)	30	35	35	72	(J)(K)(U)
Maximum Coverage	40%	45%	50%	75%	
Maximum Nonresidential (FAR)	0.4	0.45	0.5	–	(L)
Open Space					(M)
Minimum Site Landscaping	35%	30%	30%	10%	(N)(O)
Fences and Walls					(P)
Off-Street Parking and Loading					(Q)
Signs	See Chapter 17.78 BMC				
Relocated Buildings	See BMC 17.70.020~~, Relocated buildings (use permit required).~~				
Accessory Structures	See BMC 17.70.050, ~~Nonresidential accessory structures~~ and 17.74.190 ~~Driveways and carports – Design and location in R districts~~				
Swimming Pools and Hot Tubs	See BMC 17.70.080~~, Swimming pools and hot tubs.~~				

RS, RM, RH and HZ Districts: Property Development Regulations

	Districts				Additional Regulations
	RS	RM	RH	HZ	(T)
Outdoor Facilities	See BMC 17.70.200, Outdoor facilities, and BMC 17.70.250, Satellite antennas and microwave equipment				
Screening of Mechanical Equipment	See BMC 17.70.210 and 17.70.250				
Refuse Storage Areas	See BMC 17.70.220				
Underground Utilities	See BMC 17.70.230				
Performance Standards	See BMC 17.70.240				
Nonconforming Structures	See Chapter 17.98 BMC				

RS, RM, RH and HZ Districts: Additional Development Regulations

(V) See BMC 17.70.040, Religious assembly yard requirements.

Section 11.

Table 17.26-1 (MU-I Allowed Uses and Permits Required) of Section 17.26.020 (Mixed use infill (MU-I) district) of Chapter 17.26 (Mixed Use 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:

Table 17.26-1: MU-I Allowed Uses and Permits Required

Land Use	~~Permit~~ MU-I	Additional Regulations
Residential Uses		(A)
Family Day Care, Large	~~L-1~~ P	
Family Day Care, Small	P	~~L-2~~ L-1
Group Residential	~~L2~~ P	~~L-2~~ L-1
Work/Live Quarters	~~L2~~ P	~~L-2~~ L-1
Multifamily Residential	~~L2~~ P	~~L-2~~ L-1
Residential Care, Limited	~~L2~~ P	~~L-2~~ L-1
Supportive Housing	~~L2~~ P	~~L-2~~ L-1
Transitional Housing	~~L2~~ P	~~L-2~~ L-1
Public and Semipublic Uses		
Adult Day Health Care	U	

Table 17.26-1: MU-I Allowed Uses and Permits Required

Land Use	~~Permit~~ MU-I	Additional Regulations
Clubs and Lodges	~~L-2~~ P	~~L-2~~ L-1
Convalescent Facilities	~~L-2~~ P	~~L-2~~ L-1
Cultural Institutions	P	
Day Care Center	U	
Emergency Shelter	~~L-4~~ P	~~L-4~~, (B)
Government Offices	~~L-2~~ P	~~L-2~~ L-1
Parks and Recreation Facilities	P	
Public Safety Facilities	U	
Religious Assembly	U	
Residential Care, General	P	
Schools, Public or Private	U	
Utilities, Minor	P	
Commercial Uses ~~[1]~~		L-2
Animal Sales and Services		
Animal Grooming	P	
Animal Hospitals	~~L-3~~ U	L-3
Animals – Retail Sales	~~L-8~~ P	~~L-8~~ L-4
Artists' Studios	P	
Banks and Savings and Loans	P	
Commercial Filming	U	
Commercial Recreation and Entertainment, Indoor	~~U~~ P	
Communication Facilities	U	
Conference and Meeting Facilities	U	
Eating and Drinking Establishments	P	
With Wine and Beer Service	P	
With Full Alcoholic Beverage Service	~~L-5~~ P	L-5
With Live Entertainment	P	L-6
With Outdoor Entertainment	U	
~~With Take-Out Service~~	~~L-6~~	
~~Formula Business~~	~~P~~	

Table 17.26-1: MU-I Allowed Uses and Permits Required

Land Use	~~Permit~~ MU-I	Additional Regulations
Food and Beverage Sales	P	
Alcoholic Beverage Sales – Off-premise	U	
Health/Fitness Facility	P	
Laboratories	~~L2~~ P	~~L-2~~ L-1
Maintenance and Repair Services	U	
Nurseries	U	
Offices, Business and Professional	~~L2~~ P	~~L-2~~ L-1
Outdoor Entertainment	U	
Personal Improvement Services	P	
Personal Services	P	
Research and Development Services	~~L2~~ P	~~L-2~~ L-1
Retail Sales	P	
Secondhand Appliances/Clothing	P	
Vehicle/Equipment Sales and Services		
Service Stations	~~L7~~ -	L-7
Visitor Accommodations		
Bed and Breakfast Inns	~~L2~~ P	~~L-2~~ L-1
Hotels and Motels	~~L2~~ P	~~L-2~~ L-1
Accessory Uses	P/U	
Accessory Dwelling Unit	P	(C)
Cottage Food Operations	P	(D)
Home-Based Businesses	P	(E)
Short-Term Rentals	P	(F)
Temporary Uses		
Christmas Tree Sales	P	
Commercial Filming, Limited	P	
Religious Assembly	U	
Retail Sales, Outdoor	U	

Table 17.26-1: MU-I Allowed Uses and Permits Required

Land Use	~~Permit~~ MU-I	Additional Regulations
Nonconforming	-	(G)
Other Uses		
Cultivation of Cannabis for Personal Use, Indoors or Outdoors (Residential cultivation of cannabis)	P	(H)
Key: P = Permitted; U = Use Permit; L = Limited (See ~~Notes~~ Additional Regulations)		

~~Notes~~ MU-I Additional Regulations:

~~[1] See BMC 17.26.020(A)(2)(d) for additional permit requirements that apply to commercial uses greater than 3,000 square feet on certain properties fronting Military East and/or East Fifth Street.~~

L-~~2~~1 A use permit is required when the use occupies ground floor space facing the street in locations shown in Figure 17.26-1. In all other locations, the use is permitted ("P"). See BMC 17.26.020(A)(2). For residential use limitations in existing shopping centers, see BMC 17.26.020(A)(3).

L-~~1~~2 See BMC 17.26.020(A)(2)(d) for additional permit requirements that apply to commercial uses greater than 3,000 square feet on certain properties fronting Military East and/or East Fifth Street.

L-3 Permit requirements for animal boarding and animal hospitals are the same as in the CG district. ~~See BMC 17.28.020, Note L15.~~

L-~~8~~4 Permitted use ("P") only in a shopping center. Not allowed in all other locations.

L-5 A ~~bar or tavern~~ drinking establishment which is not part of a larger restaurant and operates between ~~9:00~~ 10:00 p.m. and 7:00 a.m. requires a use permit. ~~All other eating and drinking establishments with full alcoholic beverage service are permitted ("P").~~

L-6 Live entertainment is permitted only when it occurs indoors, is accessory to the primary eating and drinking establishment, and is limited to the hours between 11:00 am to 10:00 pm.

L-7 Only service stations existing in a shopping center as of December 31, 2022, are allowed. A use permit shall be required to replace or make a major alteration to an existing service station. For the purposes of this section, "major alteration" means the construction or alteration of 2,500 square feet or more of new floor area and/or any

change of use or alteration that would increase the number of parking spaces by 10 percent or more than the total number required prior to the alteration.

~~L-1 Permit requirements for large family day care homes in the mixed use districts are the same as in the residential districts. See BMC 17.24.020(P).~~

~~L-4 See BMC 17.70.390.~~

~~L-6 Only limited take-out service, as defined in Chapter 17.16 BMC, is allowed. Drive-up take-out service is not allowed.~~

(A) See BMC 17.70.300, Animals.

(B) See BMC 17.70.390, Emergency Shelter .

(C) See BMC 17.70.060, Accessory dwelling units.

(D) See BMC 17.70.370, Cottage food operations.

(E) See BMC 17.70.070, Home based businesses.

(F) See BMC 17.70.450, Short-term rentals.

(G) See Chapter 17.98 BMC, Nonconforming Uses and Structures.

(H) See Chapter 17.84 BMC, Cannabis.

Section 12.

Table 17.26-3 (MU-L Allowed Uses and Permits Required) of Section 17.26.030 (Mixed use limited (MU-L) district) of Chapter 17.26 (Mixed Use 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:

Table 17.26-3: MU-L Allowed Uses and Permits Required

Land Use	~~**Permit**~~ **MU-L**	**Additional Regulations**
Residential Uses		(A)
Family Day Care, Large	~~L-1~~ P	
Family Day Care, Small	P	
Group Residential	P	
Work/Live Quarters	P	
Multifamily Residential	P	
Residential Care, Limited	P	
Single-Family Residential	P	
Supportive Housing	P	

Table 17.26-3: MU-L Allowed Uses and Permits Required

Land Use	~~Permit~~ MU-L	Additional Regulations
Transitional Housing	P	
Public and Semipublic Uses		
Adult Day Health Care	U	
Clubs and Lodges	U	
Convalescent Facilities	U	
Cultural Institutions	P	
Day Care Center	U	
Government Offices	U	
Low-Barrier Navigation Centers	P	
Parks and Recreation Facilities	P	
Residential Care, General	P	
Schools, Public or Private	U	
Utilities, Minor	P	
Public Safety Facilities	U	
Commercial Uses		
Artists' Studios	P	
Health/Fitness Facility	P	L-1
Offices, Business and Professional	~~L2~~ U	L-2
Personal Improvement Services	~~L2~~ U	L-2
Personal Services	~~L2~~ U	L-2
Bed and Breakfast Inns	U	
Accessory Uses	P/U	
Accessory Dwelling Unit	P	(B)
Cottage Food Operations	P	(C)
Home-Based Businesses	P	(D)
Short-Term Rentals	P	(E)
Nonconforming	-	(F)

Table 17.26-3: MU-L Allowed Uses and Permits Required

Land Use	~~Permit~~ MU-L	Additional Regulations
Other Uses		
Cultivation of Cannabis for Personal Use, Indoors or Outdoors (Residential cultivation of cannabis.)	P	(G)
Key: P = Permitted; U = Use Permit; L = Limited (See ~~Notes~~ Additional Regulations)		

~~Notes~~ MU-L Additional Regulations:

L-1: ~~Permit requirement the same as in the residential districts. See BMC 17.24.020(E).~~ Health/fitness facilities are permitted; except that a use permit shall be required for facilities that are open for business prior to 7:00 a.m. Monday through Saturday, or prior to 8:00 a.m. Sunday, or after 10:00 p.m. any day of the week

L-2: ~~Community development~~ Development services director use permit required.

(A) See BMC 17.70.300, Animals.

(B) See BMC 17.70.060, Accessory dwelling units.

(C) See BMC 17.70.370, Cottage food operations.

(D) See BMC 17.70.070, Home based businesses.

(E) See BMC 17.70.450, Short-term rentals.

(F) See Chapter 17.98 BMC, Nonconforming Uses and Structures.

(G) See Chapter 17.84 BMC, Cannabis.

Section 13.

Section 17.28.010 (Specific purposes) of Chapter 17.28 (Commercial Districts) of Title 17 (Zoning) of the Benicia Municipal Code is hereby amended to strike subsection A.10 as follows:

A. In addition to the general purposes listed in Chapter 17.04 BMC, the specific purposes of commercial districts are to:
   1. Provide appropriately located areas consistent with the general plan for a full range of office, retail commercial, and service commercial uses needed by residents of, and visitors to, the city and region;
   2. Strengthen the city's economic base, and provide employment opportunities close to home for residents of the city and surrounding communities;
   3. Create suitable environments for various types of commercial uses, and protect them from the adverse effects of inharmonious uses;

4. Minimize the impact of commercial development on adjacent residential districts;
5. Ensure that the appearance and effects of commercial buildings and uses are harmonious with the character of the area in which they are located;
6. Provide opportunities for residential development on the site of commercial development or on separate sites in certain commercial districts;
7. Ensure the provision of adequate off-street parking and loading facilities;
8. Provide sites for public and semipublic uses needed to complement commercial development or compatible with a commercial environment;
9. Preserve a balanced mix of locally, regionally, and nationally based businesses and small and medium sized businesses to maintain and promote the long-term economic health of businesses and the community as a whole;
10. ~~Regulate the location and operation of formula businesses in order to maintain the city's unique historic small town character, the diversity and economic vitality of the community's commercial districts and the quality of life of Benicia residents.~~

Section 14.

Section 17.28.020 (CC, CO, CG and CW districts – Land use regulations) of Chapter 17.28 (Commercial 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:

CC, CO, CG, and CW Districts: Land Use Regulations

P – Permitted
U – Use Permit
L – Limited (See "Additional Use Regulations")
– – Not Permitted

	CC	CO	CG	CW	Additional Regulations
Residential					~~(A)~~
Group Residential	–	–	U	–	L-1
Work/Live Quarters	P	–	P	P	L-1
Multifamily Residential	~~L1~~ P	~~L1~~ P	–	P	L-1, L-2
Residential Care, Limited	~~L1~~ P	~~L1~~ P	–	P	L-1, L-2
Single-Family Residential	~~L1~~ P	~~L1~~ P	–	~~L1~~ P	L-1, L-2
Supportive Housing	P	P	–	P	L-1
Transitional Housing	~~L1~~ P	~~L1~~ P	–	~~L21~~ P	L-1, L-2

CC, CO, CG, and CW Districts: Land Use Regulations

P – Permitted
U – Use Permit
L – Limited (See "Additional Use Regulations")
– – Not Permitted

	CC	CO	CG	CW	Additional Regulations
Public and Semipublic					
Adult Day Health Care	U	U	–	U	
Clubs and Lodges	U	U	P	P	
Cultural Institutions	U	U	P	P	
Day Care Center	~~U~~ P	U	–	U	L-3
Emergency Shelter	–	~~L20~~ P	~~L20~~ P	–	~~L-20~~ (A)
Government Offices	P	P	P	P	
Hospitals	–	U	U	–	
Low-Barrier Navigation Center	P	P	–	P	
Park and Recreation Facilities	–	–	–	P	~~(B)~~
Public Safety Facilities	U	U	U	U	
Religious Assembly	P	U	U	U	~~(K)~~
Residential Care, General	~~L1~~ P	~~L1~~ P	–	~~L1~~ P	~~L-1~~ L-2
Schools, Public or Private	U	–	–	–	
Utilities, Major	U	U	U	U	
Waste Facility	–	–	–	–	
Utilities, Minor	P	P	P	P	
Commercial Uses					~~(A)~~
Adult Businesses	–	–	P	–	~~(C)~~ (B)
Ambulance Services	–	–	P	–	
Animal Sales and Services					
Animal Boarding	–	–	~~L15~~ P	–	~~L-15~~ L-4
Animal Grooming	~~L15~~ P	–	P	–	~~L-15~~ L-4
Animal Hospitals	–	~~L15~~ P	~~L15~~ P	–	~~L-15~~ L-4
Animals – Retail Sales	–	–	P	P	

CC, CO, CG, and CW Districts: Land Use Regulations

P – Permitted
U – Use Permit
L – Limited (See "Additional Use Regulations")
– – Not Permitted

	CC	CO	CG	CW	Additional Regulations
Artists' Studios	P	P	P	P	
Banks and Savings and Loans	–	P	P	–	
Banks and Savings and Loans with Drive-Up Service	–	U	U	–	
Building Materials and Services	–	–	P	–	
Catering Services	P	P	P	P	
Commercial Filming	U	U	U	U	
Commercial Recreation and Entertainment, Indoor	U	~~L12~~ -	~~U~~ P	~~U~~ -	
~~Card Room, Game Center, Billiard Parlor~~	~~-~~	~~-~~	~~U~~	~~U~~	~~(D)~~
Communication Facilities	–	–	P	–	
Conference and Meeting Facilities	U	U	~~L17~~ P	~~L17~~ P	~~L-17~~ L-5
Eating and Drinking Establishments	P	P	P	P	
With Wine and Beer Service	P	P	P	P	
With Full Alcoholic Beverage Service	~~U~~ P	~~U~~ P	~~U~~ P	~~U~~ P	L-6
With Live Entertainment	–	–	~~U~~ P	~~U~~ P	L-7, (C)
~~With Take-Out Service~~	~~U~~	~~-~~	~~P~~	~~P~~	~~(E)~~
With Drive-Up	U	–	P	–	~~(Q)~~ L-8
~~Formula Business~~	~~U~~	~~-~~	~~L19~~	~~-~~	~~(L)~~
~~Limited~~	~~P~~	~~P~~	~~P~~	~~P~~	
~~Truck Stop~~	~~=~~	~~=~~	~~U~~	~~=~~	
Food and Beverage Sales	~~L4~~ P	–	~~L4~~ P	~~L4~~ P	~~L-4~~ L-9
Alcoholic Beverage Sales – Off-premise	-	-	U	-	
Convenience Market	U	-	U	U	L-10
Funeral and Interment Services	~~L7~~ P	~~L6~~ U	~~L7~~ P	–	~~L-7~~ L-11
Health/Fitness Facility	P	P	P	-	L-12
Laboratories	–	P	P	–	
Maintenance and Repair Services	–	–	P	–	
Marinas	–	–	–	P	

CC, CO, CG, and CW Districts: Land Use Regulations

P – Permitted
U – Use Permit
L – Limited (See "Additional Use Regulations")
– – Not Permitted

	CC	CO	CG	CW	Additional Regulations
Marine Sales and Services	–	–	–	P	
Nurseries	U	–	P	–	
Offices, Business and Professional	P	P	P	P	
Outdoor Entertainment	U	U	U	U	~~(O)~~ (D)
Pawn Shops	–	–	P	–	
Personal Improvement Services	~~L8~~ U	U	~~L8~~ U	–	~~L-8~~ L-13
Personal Services	P	~~L13~~ P	P	P	~~L-13~~ L-14
Research and Development Services	–	–	P	–	
Retail Sales	P	–	P	P	
Secondhand Appliances/Clothing	–	–	P	–	
Sports and Entertainment, Assembly	-	-	U	-	
Swap Meet, Recurring	–	–	U	–	
Truck Stop	–	–	U	–	
Vehicle/Equipment Sales and Services					
Automobile Rentals	–	–	~~L10~~ U	–	~~L-10~~ L-15
Automobile Washing	–	–	U	–	
Service Stations	~~L11~~ U	–	U	–	~~L-11~~ L-16, (E)
Vehicle/Equipment Repair	–	–	~~L16~~ U	–	~~L-16~~ L-17
Vehicle/Equipment Sales and Rentals	–	–	P	–	
Visitor Accommodations					
Bed and Breakfast Inns	~~L16~~ U	~~L16~~ U	P	P	~~L-16~~ L-17
Hotels and Motels	–	–	P	P	
Accessory Uses	P/U	P/U	P/U	P/U	~~(H)~~

CC, CO, CG, and CW Districts: Land Use Regulations

P – Permitted
U – Use Permit
L – Limited (See "Additional Use Regulations")
– – Not Permitted

	CC	CO	CG	CW	Additional Regulations
Donation and Collection Bins	~~L22~~ P	~~L22~~ P	P	~~L22~~ P	~~L-22 (P)~~ L-18, (F)
Home-Based Businesses	P	P		P	(G)
Temporary Uses					
Animal Shows	–	–	U	–	
Christmas Tree Sales	P	P	P	P	
Circuses and Carnivals	–	–	U	U	
Commercial Filming, Limited	P	P	P	P	
Religious Assembly	P	U	U	U	
Retail Sales, Outdoor	U	U	U	U	
Swap Meets					
Nonrecurring	U	U	U	U	
Nonconforming	–	–	–	–	~~(I)~~ (H)
Other Uses					
Cultivation of Cannabis for Personal Use, Indoors or Outdoors (Residential cultivation of cannabis)	P	P	P	P	(I)
Cannabis Laboratories	–	U	–	–	~~(N)~~ (I)
Cannabis Retail Operation	U	–	U	U	~~(N)~~ (I)

CC, CO, CG, and CW Districts: Additional Use Regulations

L-1 Residential use shall be allowed by right for housing development projects on vacant sites designated in two consecutive prior housing elements and nonvacant sites designated in one prior housing element, as described in Chapter III, Sites Inventory, and shown in Appendix D, Table A of the housing element, pursuant to Government Code Section 65583.2(i) where at least 20 percent of units are provided as affordable to lower income households.

L-2 ~~*Reserved.*~~ Not permitted on ground level in CC and CO districts.

L-3 ~~*Repealed by Ord. 09-01.*~~ A designated drop-off and pick-up area shall be provided on-site, which shall be designed and constructed in concert with the improvements required to comply with Chapter 17.74 (Off-Street Parking and Loading Regulations).

L-~~15~~4 ~~Community development~~ Development services director use permit required if the following conditions exist: ~~. If the following conditions are met, the community development director may waive the use permit requirement and approve the use upon issuance of a zoning permit:~~

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-5 Development servuces director use permit required for facilities holding outdoor events or activities. Indoor-only use is permitted.

L-6 A drinking establishment that is not part of a larger restaurant and operates between 10:00 p.m. to 7:00 a.m. requires a use permit. All other eating and drinking establishments with full alcoholic beverage service are permitted ("P").

L-7 Live entertainment that occurs indoors, is accessory to the primary eating and drinking establishment, and is limited to the hours between 11:00 am to 10:00 pm is permitted. A use permit is required for all other live entertainment.

L-8 Eating and drinking establishments with drive-up facilities shall be designed to comply with the following requirements for vehicle stacking:

1. Each stacking lane shall be separated from the circulation route necessary for ingress and/or egress from the property, or access to any parking space.
2. Stacking lanes shall not cross or pass through off-street parking areas or marked pedestrian accessways.
3. Stacking lanes for drive-through facilities shall have the following minimum widths: one lane – 12 feet; two or more lanes – 10 feet per lane.
4. Stacking lanes for drive-through facilities shall not be located in the required front or corner side yard.

L-~~3~~9 A use permit is required for establishments occupying more than 1,500 square feet.

L-~~4~~10 ~~A use permit is required for establishments occupying more than 1,500 square feet and for convenience markets~~. Except as provided below, convenience markets shall not be located within 500 feet of a site occupied by a public or private school, park

or recreational facilities, and no exterior vending machines shall be permitted. A convenience market may be located within 500 feet of a site occupied by park or recreational facilities if the proposed convenience market is within 500 feet of an existing retail food and beverage sales establishment. Convenience markets may be operated only between the hours of 6:00 a.m. and 10:00 p.m. Longer hours are permitted only if they would not have an adverse effect on neighborhood uses.

L-~~7~~11 Only mortuaries may be allowed.

L-12 ~~Health/fitness clubs allowed, subject to a use permit.~~ Health/fitness facilities are permitted; except that in the CC District a use permit shall be required for facilities that are open for business prior to 7:00 a.m. Monday through Saturday, or prior to 8:00 a.m. Sunday, or after 10:00 p.m. any day of the week

L-~~8~~13 ~~Community development~~ Development services director use permit required ~~only~~ for dance and music studios if the following conditions exist ~~. If the following conditions are met, the community development director may waive the use permit requirement and approve the use upon issuance of a zoning permit~~:

1. The proposed use is not located in an existing structure which is completely enclosed and soundproofed, or is located at least 300 feet away from the property line of the nearest residential use;
2. The proposed use will ~~not~~ operate prior to 7:00 a.m. Monday through Saturday, or prior to 8:00 a.m. Sunday, or after 10:00 p.m. any day of the week.

L-~~13~~14 No self-service laundries permitted in CO district.

L-~~10~~15 ~~Use permit required o~~Only ~~for~~ limousine and taxi service may be allowed.

L-~~11~~16 No repair services are permitted in CC district~~, and a use permit is required~~.

L-~~16~~17 ~~Community development~~ Development services director use permit required.

L-~~22~~18 Only permitted in CC, CO and CW districts when accessory to a duly permitted club, lodge, cultural institution, religious assembly or school.

~~L-5 *Reserved.*~~

~~L-6 Only mortuaries allowed, subject to a use permit.~~

~~L-9 Only limousine or taxi service, subject to a use permit.~~

~~L-14 *Repealed by Ord. 11-04.*~~

~~L-17 Staff use permit required for facilities holding outdoor events or activities.~~

~~L-18 Residential uses established prior to January 1, 1993, are permitted. New residential units created after that date are not permitted on ground level facing a street.~~

~~New residential units are permitted on the first floor behind an allowed nonresidential use facing a street.~~

~~L-19 Formula businesses are a permitted use in the CG zone except for the Solano/Davies Square areas (bounded by Military, N and West and East Second Streets) where a use permit is required.~~

~~L-20 See BMC 17.70.390, Emergency shelter.~~

~~L-21 Not permitted on ground level for a single dwelling unit.~~

(A) ~~See BMC 17.70.020, Relocated buildings (use permit required).~~ See BMC 17.70.390, Emergency shelter.

~~(C)~~(B) An adult business offering live entertainment shall be subject to the requirements of Chapters 5.44 and 17.102 BMC.

(C) See BMC 17.70.100, Live entertainment.

~~(O)~~(D) See BMC 17.70.400, Outdoor entertainment.

~~(F)~~(E) See BMC 17.70.110, Service stations, vehicle/equipment repair, and automobile washing.

~~(P)~~(F) See BMC 17.70.410, Donation and collection bins.

(G) See BMC 17.70.070, Home based businesses.

~~(J)~~(H) See Chapter 17.98 BMC, Nonconforming Uses and Structures.

~~(N)~~(I) See Chapter 9.60 BMC, Cannabis Public Safety License, and Chapter 17.84 BMC, Cannabis.

~~(A) See BMC 17.70.020, Relocated buildings (use permit required).~~

~~(B) Residential use shall be allowed by right for housing development projects on vacant sites designated in two consecutive prior housing elements and nonvacant sites designated in one prior housing element, as described in Chapter III, Sites Inventory, and shown in Appendix D, Table A of the housing element, pursuant to Government Code Section 65583.2(i) where at least 20 percent of units are provided as affordable to lower income households.~~

~~(D) See BMC 17.70.290, Game centers.~~

~~(E) See BMC 17.70.090, Eating and drinking establishments with take-out service.~~

~~(G) See BMC 17.70.050, Nonresidential accessory structures.~~

~~(H) See BMC 17.70.080, Swimming pools and hot tubs.~~

~~(I) See Chapter 17.104 BMC, Use Permits and Variances.~~

~~(K) See BMC 17.70.040, Religious assembly yard requirements.~~

~~(L) See BMC 17.70.350, Formula businesses.~~

~~(M) Intentionally omitted.~~

~~(Q) Eating and drinking establishments with drive-up facilities shall be designed to comply with the following requirements for vehicle stacking:~~

~~(1) Each stacking lane shall be separated from the circulation route necessary for ingress and/or egress from the property, or access to any parking space.~~

~~(2) Stacking lanes shall not cross or pass through off-street parking areas or marked pedestrian accessways.~~

~~(3) Stacking lanes for drive-through facilities shall have the following minimum widths: one lane — 12 feet; two or more lanes — 10 feet per lane.~~

~~(4) Stacking lanes for drive-through facilities shall not be located in the required front or corner side yard.~~

Section 15.

Section 17.28.030 (CC, CO, CG and CW districts – Property Development Regulations) of Chapter 17.28 (Commercial Districts) of Title 17 (Zoning) of the Benicia Municipal Code is hereby amended to modify the property development regulations table and additional regulations as follows:

CC, CO, CG, and CW Districts: Property Development Regulations

Use Classifications	CC	CO	CG	CW	Additional
Residential development					(A)
Minimum Lot Area (sq. ft.)	10,000	10,000	7,500	5,000	(B)(C)
Minimum Lot Width (ft.)	70	70	60	50	
Minimum Yards:					(T)
Front (ft.)	15	15	10	15	(D)(R)
Side (ft.)	–	–	–	–	(D)(E)(F)(R)
Corner Side Rear (ft.)	–	–	–	–	(D)(E)(F)(R)
Maximum Height (ft.) of Structures	40	40	40	40	(G)(H)
Maximum Lot Coverage	50%	50%	75%	50%	
Maximum Nonresidential FAR	0.8	0.8	1.2	0.8	
Maximum FAR	1.2	1.2	1.2	1.2	(S)
Minimum Site Landscaping	20%	20%	10%	20%	(I)(J)
Outdoor Living Area					(K)(L)
Fences and Walls					(M)(N)

CC, CO, CG, and CW Districts: Property Development Regulations

Use Classifications	CC	CO	CG	CW	Additional
Off-Street Parking and Loading					(O)(P)
Signs	See Chapter 17.78 BMC				
Accessory Structures	See BMC 17.70.050, ~~Nonresidential accessory structures~~				
Relocated Buildings	See BMC 17.70.020~~, Relocated buildings (use permit required).~~				
Swimming Pools and Hot Tubs	See BMC 17.70.080~~, Swimming pools and hot tubs.~~				
Outdoor Facilities	See BMC 17.70.200				(Q)
Screening of Mechanical Equipment	See BMC 17.70.210				(Q)
Refuse Storage Areas	See BMC 17.70.220				
Underground Utilities	See BMC 17.70.230				
Performance Standards	See BMC 17.70.240				
Nonconforming Structures	See Chapter 17.98 BMC				

CC, CO, CG, or CW Districts: Additional Development Regulations
(T) See BMC 17.70.040, Religious assembly yard requirements.

Section 16.

Section 17.32.021 (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					~~(L)~~
Work/Live Quarters	U	–	–	–	L-1 ~~(A)~~
Public and Semipublic					
Adult Day Health Care	U	U	–	U	~~(B)~~ L-1, L-2
Clubs and Lodges	~~L18~~ P	~~L18~~ P	–	~~L18~~ P	~~L-18~~ L-1, L-3
Cultural Institutions	U	U	–	U	L-1

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
Day Care, General	U	U	–	U	~~(B)~~ L-1, L-2
Government Offices	U	U	U	U	L-1
Heliports	~~L1~~ U	~~L1~~ U	~~L1~~ U	~~L1~~ U	L-1, L-4
Maintenance and Service Facilities	P	P	P	–	L-1
Public Safety Facilities	~~L20~~ P	~~L20~~ P	~~L20~~ P	~~L20~~ P	~~L-20~~ L-5
Religious Assembly	U	U	–	U	~~(K)~~ 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	~~(M)~~ (A)
Ambulance Services	P	P	–	P	
Animal Sales and Services					
Animal Boarding	~~L20~~ P	–	–	–	~~L-20~~ L-5
Animal Hospitals	~~L20~~ P	~~L20~~ P	–	–	~~L-20~~ L-5
Artists' Studios	P	–	–	~~L20~~ P	~~L-20~~ L-5
Banks and Savings and Loans	~~L2~~ P	~~L2~~ P	–	~~L2~~ P	L-2 L-7
Building Materials and Services	P	P	~~L12~~ P	~~L20~~ P	~~L-12, L-20~~ L-5, L-8
Cannabis Retail Operation	–	–	–	–	~~(O)~~ (B)
Catering Services	P	P	–	P	
Commercial Filming	~~L20~~ P	~~L20~~ P	~~L20~~ P	~~L20~~ P	~~L-20~~ L-5
Commercial Recreation and Entertainment, Indoor	~~L5~~ -	~~L21~~U	–	~~L5~~ -	L-9
~~Game Center~~	~~L8~~	~~L8~~	~~–~~	~~L8~~	-
Communication Facilities	P	P	P	P	
Eating and Drinking Establishments	~~L4~~ P	~~L4~~ P	~~L4~~ P	~~L4~~ P	~~L-4~~ L-10
Mobile Food Vending	P	P	P	P	~~(N)~~ (C)

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
With Wine and Beer Service	~~L4~~ P	~~L4~~ P	~~L4~~ P	~~L4~~ P	~~L-4~~ L-10
With Full Alcoholic Beverage Service	~~U~~ P	~~U~~ P	~~U~~ P	~~U~~ P	~~L-4~~ L-10, L-11
~~With Take-Out Service~~	~~L4~~	~~L4~~	~~L4~~	~~L4~~	~~(D)~~
~~Limited~~	~~L4~~	~~L4~~	~~L4~~	~~L4~~	~~(D)~~
Food and Beverage Sales	~~L6~~ P	~~L6~~ P	–	~~L7~~ P	~~L-6, L-7~~ L-12, L-13
Funeral and Interment Services	~~L9~~ P	–	–	–	~~L-9~~ L-14
Health/Fitness Facility	P	U	~~–~~	~~–~~	L-15
Horticulture, Limited	P	P	–	–	
Laboratories	P	P	–	P	
Maintenance and Repair Services	P	P	~~L12~~ P	P	~~L-12~~ L-8
Marine Sales and Services	–	–	P	–	
Nurseries	P	P	–	U	
Offices, Business and Professional	–	–	–	~~L13~~ P	~~L-13~~ L-16
Personal Improvement Services	~~L14~~ P	~~L14~~ P	–	~~L14~~ P	~~L-14~~ L-17
Personal Services	~~L10~~ P	~~L10~~ P	–	~~L10~~ P	~~L-10~~ L-18
Research and Development Services	P	P	~~L12~~ P	P	~~L-12~~ L-8
Vehicle/Equipment Sales and Services					
Automobile Washing	U	~~L15~~ P	–	–	~~L-15~~ ~~(E)~~ L-19, (D)
Service Stations	U	~~L16~~ U	~~L12~~ U	U	~~L-12, L-16~~ L-8, L-20
Vehicle/Equipment Repair	~~L17~~ P	~~L17~~ P	–	–	~~L-17~~ L-21
Vehicle/Equipment Sales and Rentals	U	~~L11~~ P	–	–	~~L-11~~ L-22
Vehicle Storage	U	U	~~L12~~ U	–	~~L-12~~ L-8
Warehousing and Storage, Limited	P	P	~~L12~~ P	U	~~L-12~~ L-8
Industrial					
Industry, Custom	P	P	~~L12~~ P	P	~~L-12~~ L-8
Industry, General	–	~~L19~~ P	~~L12~~ P	U	~~L-12~~ ~~L-19~~ L-8, L-23

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
Industry, Limited	P	P	~~L12~~ P	P	~~L-12~~ L-8
Small-Scale	P	P	~~L12~~ P	P	~~L-12~~ L-8
Industry, Research and Development	P	P	~~L12~~ P	P	~~L-12~~ L-8
Industry, Technology	P	P	~~L12~~ P	P	~~L-12~~ L-8
Port Terminals	–	–	P	–	
Wholesaling, Distribution and Storage					
Wholesaling and Distribution	P	P	~~L12~~ P	U	~~L-12~~ L-8
Warehousing and Transportation	P	P	~~L12~~ P	U	~~L-12~~ L-8
Trucking Terminal/Freight Transfer Station	U	U	~~L12~~ P	–	~~L-12~~ L-8
Package Distribution	P	P	~~L12~~ P	U	~~L-12~~ L-8
Agricultural and Extractive Uses					~~(I)~~ ~~(L)~~
Mining and Processing	–	U	–	–	L-1
Accessory Uses	P/U	P/U	P/U	P/U	~~(F)(G)(H)(L)~~ L-1, (E)
Temporary Uses					~~(G)(J)(L)~~
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	-	-	-	-	~~(I)~~ (F)
Other Uses					
Cannabis Cultivation Operation	U	U	U	U	~~(O)~~ (B)

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
Cannabis Delivery-Only Operation	U	U	U	U	~~(O)~~ (B)
Cannabis Distribution	U	U	U	U	~~(O)~~ (B)
Cannabis Manufacturing Operation	U	U	U	U	~~(O)~~ (B)
Cannabis Microbusiness	U	U	U	U	~~(O)~~ (B)
Cannabis Testing Laboratory	U	U	U	U	~~(O)~~ (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~~, Chapter 4, p. 178.~~)
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-~~18~~3 Only trade union halls, including their accompanying business offices, are permitted.

L-~~14~~ 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-~~20~~5 ~~Community development~~ Development services director use permit required if the following conditions exist~~. If the following conditions are met, the community development director may waive the use permit requirement and approve the use upon issuance of a zoning permit~~:

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-~~2~~7 Only automatic teller machines allowed.

L-~~12~~8 In IW district, ~~O~~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 fronting along Bayshore Road or along East Second Street between Stone Road and Wanger Street.

L-~~4~~10 Permitted as a secondary use in a building occupying no more than 2,500 square feet of the building area. A ~~community~~ 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-~~6~~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-~~7~~13 In IP district, ~~O~~only delicatessens and food stores occupying fewer than 1,000 square feet are permitted.

L-~~9~~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-~~13~~16 Medical/dental offices, insurance brokerage offices, and real estate brokerage offices not permitted.

L-~~14~~17 Only business and trade schools permitted.

L-~~10~~18 Only beauty shops and barbershops permitted.

L-~~15~~19 Only truck tractor and trailer washing permitted.

L-~~16~~20 Only stations offering controlled services to individual uses within an industrial area are allowed, subject to a use permit.

L-~~17~~21 Only truck and equipment repair primarily serving industrial activities are permitted by right; a ~~community~~ development services director use permit ~~is required~~ may be granted for automobile repair and for repair services that cater to the general public if the following conditions exist~~. If the following conditions are met, the community development director may waive the use permit requirement and approve the use upon issuance of a zoning permit~~:

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-~~11~~22 New or used automobile, truck or motorcycle retail sales shall be permitted only as an accessory to wholesale operations.

L-~~19~~23 In IG district, ~~G~~general industrial uses are permitted by right except that a use permit is required for oil and gas refining.

~~L-3 Use permit required only for equipment rentals and retail sales.~~

~~L-5 Only health fitness clubs and tennis/racquetball clubs are permitted as the principal use in a structure, subject to a use permit. Other activities regulated under this use classification are permitted as a secondary use within a building, occupying no more than 1,000 square feet of the building floor area.~~

~~L-8 Only game centers with five or fewer games permitted; also see BMC 17.70.290, Game centers.~~

~~L-21 Health fitness clubs, tennis/racquetball clubs, and recreational facilities such as batting cages, indoor golf driving ranges, and firing and archery ranges are permitted within a structure, subject to a use permit when occupying more than 1,000 square feet. All activities regulated under this use classification are permitted when occupying no more than 1,000 square feet of the building floor area.~~

~~(M)~~(A) An adult business offering live entertainment shall be subject to the requirements of Chapters 5.44 and 17.102 BMC.

~~(O)~~(B) See Chapter 9.60 BMC, Cannabis Public Safety License, and Chapter 17.84 BMC, Cannabis.

~~(N)~~(C) ~~Mobile food vending shall be subject to the requirements of~~ See BMC 17.70.380, Mobile food vendors.

~~(E)~~(D) See BMC 17.70.110, Service stations, vehicle/equipment repair, and automobile washing.

~~(H)~~(E) Maximum: One dwelling unit per site as caretaker's housing.

~~(I)~~(F) See Chapter 17.98 BMC, Nonconforming Uses and Structures.

~~(A) See BMC 17.70.020, Relocated buildings (use permit required).~~

~~(B) Limited to facilities accessory to manufacturing, wholesaling, or distribution, and not exceeding 25 percent of the floor area occupied by the principal use.~~

~~(C) Limited to facilities accessory to manufacturing, wholesaling, or distribution, and not exceeding 25 percent of the floor area occupied by the principal use.~~

~~(D) See BMC 17.70.090, Eating and drinking establishments with take-out service.~~

~~(F) See BMC 17.70.050, Nonresidential accessory structures.~~

~~(G) See Chapter 17.104 BMC, Use Permits and Variances.~~

~~(J) See BMC 17.70.260, Hazardous materials.~~

~~(K) No day care facilities or schools shall be permitted as part of a religious assembly facility.~~

~~(L) 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, Chapter 4, p. 178.)~~

~~(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?~~

Section 17.

Section 17.36.030 (Land use regulations) of Chapter 17.36 (OS Open Space District) of Title 17 (Zoning) of the Benicia Municipal Code is hereby amended to modify the land use regulations table and additional regulations as follows:

OS District: Land Use Regulations

P – Permitted
U – Use Permit
L – Limited (See "Additional Use Regulations")
– – Not Permitted

	OS	Additional Regulations
Residential		
Employee Housing (for farmworkers)	P	~~(K)~~ (A)
Residential Care, Limited	P	~~(A)~~L-1, (B)
Single-Family Residential	P	~~(A)~~L-1, (B)
Supportive Housing	P	~~(A)~~L-1
Transitional Housing	P	~~(A)~~L-1
Public and Semipublic[1]		
Cemetery	U	~~(F)~~ (C)
Day Care Center	~~U~~ P	~~(I)~~ L-2
Government Offices	~~L-1~~P	~~L-1, (F)~~ L-3, (C)
Parks and Recreation Facilities	P	~~(G)~~ L-4
Public Safety Facilities	P	~~(F)~~ (C)
Religious Assembly	U	~~(F)~~ (C)
Residential Care, General	P	~~(A)~~ L-1, (B)
Utilities, Major	U	~~(F)~~ (C)
Waste Facility	U	~~(F)~~ (C)
Utilities, Minor	P	
Utilities, Solar	U	~~(I)~~ (D)
Commercial Uses		
Commercial Filming	U	~~(G)~~ L-4
Commercial Recreation and Entertainment, Indoor	U	(C) ~~(F)~~
Eating and Drinking Establishments	U	L-3
~~With Take-Out Service~~	~~L2~~	~~(F)~~
Horticulture, Limited	~~L3~~ U	~~(G)~~ ~~L-3~~ L-4, L-5
Sports and Entertainment, Assembly	U	(C)

OS District: Land Use Regulations

P – Permitted
U – Use Permit
L – Limited (See "Additional Use Regulations")
– – Not Permitted

	OS	Additional Regulations
Agricultural and Extractive Uses		
Animal Husbandry	P	~~(G)~~ L-4
Crop Production	P	~~(G)~~ L-4
Accessory Uses	P/U	~~(C)(D) (G)~~ L-4, L-6
Donation and Collection Bins	~~L-4~~ U	~~L-4, (H)~~ L-7, (E)
Temporary Uses		
Animal Shows	U	~~(G)~~ L-4
Circuses and Carnivals	U	~~(G)~~ L-4
Commercial Filming, Limited	P	~~(G)~~ L-4
Nonconforming	-	(E)
Other Uses		
Cultivation of Cannabis for Personal Use, Indoors or Outdoors (Residential cultivation of cannabis)	–P	~~Not permitted~~ (G)

~~1. Refer to BMC 17.16.040 for use definitions.~~

OS District: Additional Use Regulations

L-1 Not permitted on lands outside the urban growth boundary as delineated on the general plan land use diagram. On lands inside the urban growth boundary, limited to one primary dwelling unit and one accessory dwelling unit per site, subject to the requirements of BMC 17.70.060, Accessory dwelling units.

L-~~1~~2 A day care center ~~may be conditionally~~ is permitted only when ~~it would be~~ located on the grounds and within the facilities of a duly permitted religious assembly use. ~~Adequate off-street parking for the day care center shall be provided for per Chapter 17.74 BMC, except when the applicant demonstrates consistency with the findings for collective provision of parking pursuant to BMC 17.74.040 and the collective provision of parking is specifically authorized by the use permit for a day care facility.~~

L-3 Permitted as part of a park or recreational facility, public safety facility, or utility.

L-4 Allowed only if no urban services are provided.

L-~~3~~5 Use permit required, and no on-site retail sales permitted.

L-6 Limited to facilities incidental to an open space use.

L-~~4~~7 Only permitted when accessory to a duly permitted religious assembly.

~~L-2 Only "limited" facilities, as defined in Chapter 17.16 BMC, allowed by use permit.~~

(A) See BMC 17.70.460, Employee housing (for farmworkers)

(B) See BMC 17.70.300, Animals.

~~(F)~~(C) Not permitted on lands outside the urban growth boundary as delineated on the general plan land use diagram, amended by approval of Measure K by a vote of the people, November 4, 2003.

~~(I)~~(D) See BMC 17.70.420, Solar utilities.

~~(H)~~(E) See BMC 17.70.410, Donation and collection bins.

~~(E)~~(F) See Chapter 17.98 BMC, Nonconforming Uses and Structures.

(G) See Chapter 17.84 BMC, Cannabis

~~(C) See BMC 17.70.290, Game centers.~~

~~(D) Limited to facilities incidental to an open space use.~~

~~(G) Allowed only if no urban services are provided.~~

~~(A) Not permitted on lands outside the urban growth boundary as delineated on the general plan land use diagram. On lands inside the urban growth boundary, limited to one primary dwelling unit and one accessory dwelling unit per site, subject to the requirements of BMC 17.70.060, Accessory dwelling units.~~

~~(J) A day care center may be conditionally permitted only when it would be located on the grounds and within the facilities of a duly permitted religious assembly use. Adequate off-street parking for the day care center shall be provided for per Chapter 17.74 BMC, except when the applicant demonstrates consistency with the findings for collective provision of parking pursuant to BMC 17.74.040 and the collective provision of parking is specifically authorized by the use permit for a day care facility.~~

~~(K) See BMC 17.70.460, Employee housing (for farmworkers).~~

Section 18.

Section 17.40.030 (Land use regulations) of Chapter 17.40 (PS Public and Semipublic District) of Title 17 (Zoning) of the Benicia Municipal Code is hereby amended to modify the land use regulations table and additional regulations as follows:

PS District: Land Use Regulations

P – Permitted
U – Use Permit
L – Limited (See "Additional Use Regulations")
– – Not Permitted

	PS	Additional Regulations
Public and Semipublic		
Adult Day Health Care	U	
Cemetery	U	
Clubs and Lodges	U	
Convalescent Facilities	U	
Cultural Institutions	U	
Day Care Center	~~U~~ P	L-1
Detention Facilities	U	
Emergency Shelter	~~L2~~ P	~~L2~~ (A)
Government Offices	P	
Heliports	~~L1~~U	L-1, L-2
Hospitals	U	
Maintenance and Service Facilities	U	
Park and Recreation Facilities	P	
Public Safety Facilities	U	
Religious Assembly	U	
Residential Care, General	U	
Schools, Public or Private	U	
Utilities, Major	U	
Waste Facility	U	
Utilities, Minor	P	
Commercial Uses		
Commercial Filming	U	
~~Commercial Recreation and Entertainment~~	~~U~~	~~(A)~~
Sports and Entertainment, Assembly	U	
Accessory Uses	~~P/U~~	
Donation and Collection Bins	~~L3~~ P	L-3 ~~(C)~~ (B)
Temporary Uses		

PS District: Land Use Regulations

P – Permitted
U – Use Permit
L – Limited (See "Additional Use Regulations")
– – Not Permitted

	PS	Additional Regulations
Animal Shows	U	
Circuses and Carnivals	U	
Commercial Filming, Limited	P	
Trade Fairs	U	
Nonconforming	-	~~(B)~~ (C)
Other Uses		
~~Cannabis Related Uses~~	~~–~~	~~Not permitted~~

PS District: Additional Use Regulations

L-1 Day care center is a permitted use only when operated within the existing facilities of a religious assembly, school, park and recreation facility, or club and lodge.

L-~~1~~2 Allowed with use permit and heliport permit from California Department of Transportation, Division of Aeronautics if located more than 1,000 feet from an R district.

~~L-2 See BMC 17.70.390, Emergency shelter.~~

L-3 Only permitted when accessory to a duly permitted club, lodge, cultural institution, religious assembly or school.

(A) See BMC 17.70.390, Emergency shelter.

~~(C)~~(B) See BMC 17.70.410, Donation and collection bins.

~~(B)~~(C) See Chapter 17.98 BMC, Nonconforming Uses and Structures.

~~(A) See BMC 17.70.300, Animals.~~

~~(C)~~(D) See BMC 17.70.410, Donation and collection bins.

Section 19.

Section 17.70.070 (Home Occupations) of Chapter 17.70 (General Regulations) of Title 17 (Zoning) of the Benicia Municipal Code is hereby renamed "Home-based businesses" and the regulations are hereby repealed in their entirety and replaced with the following:

17.70.070 Home-based businesses ~~occupations~~.

A. Purpose. The purpose of this section is to allow home-based businesses on a limited basis, where such activity is incidental and subordinate to the residential use of the property. The intent of this section is to ensure that home-based businesses are compatible with, and do not change the character of, the surrounding residential area by generating more traffic, noise, odors, visual impacts, or storage of materials than would normally be expected in a residential district.

B. Limitations.

1. A home-based business shall be conducted entirely within a dwelling unit.
2. A home-based business shall be incidental and subordinate to the primary residential use of the dwelling and shall occupy no more than 500 square feet of floor area.

C. Conditions. Operation of a home-based business shall comply with the following:

1. Outdoor activities are prohibited, including, but not limited to, the following:
   a. Outdoor placement, storage, delivery or distribution of goods, equipment, debris or materials.
   b. Conducting business activities outdoors.
   c. Outdoor assembly of persons on or adjacent to the property.
2. The existence of a home-based business shall not be apparent beyond the boundaries of the site.
3. No sign, nameplate or any other form of advertising shall be displayed on the premises in connection with any home-based business. There shall be no advertising of the address of the home-based business that results in attracting persons to the premises.
4. No home-based business shall permit employees who do not reside in the home to gather at, or work from, the home.
5. A home-based business shall comply with the performance standards prescribed by BMC 17.70.240. No noise, dust or odors shall be perceptible at or beyond the property line.
6. A home-based business shall not be open to visitors without prior appointments.
7. No more than two students may be given instruction in music, academics, dance, art, fitness or other subjects as determined by the Development Services Director in a dwelling at one time. No student may be given instruction between the hours of 8:00 p.m. to 9:00 a.m.

8. Not more than one truck, with a maximum capacity of one ton, incidental to a home-based business may be kept on the premises.
9. Deliveries shall be limited to the frequency of deliveries and types of vehicles (e.g., postal truck and parcel delivery) normally associated with residential neighborhoods.
10. The maximum number of daily business trips generated from a home-based business shall not exceed one hundred twenty-five percent (125%) of the average number of daily trips generated from a residence in the City of Benicia, as provided herein.
    a. For the purposes of this section, a “residence” includes “single-family residence” and “multifamily residence” as categorized by the Institute of Transportation Engineers (ITE) and defined in this Title.
    b. A “business trip” shall be defined as either the arrival or departure of a non-resident motor vehicle from a home-based business.
    c. For the purposes of this section, the average number of daily trips for a residence is ten (10).

D. Permitted home-businesses. Those following uses are permitted subject to compliance with this section and in accordance with the use classifications of Chapter 17.16 BMC:

1. Artists’ Studios
2. Catering services
3. Communications Facilities
4. Horticulture, Limited
5. Industry, Custom – Limited.
6. Offices, Businesses and Professional (excluding medical and dental offices)
7. Personal Improvement Services
8. Personal Services (excluding massage businesses as defined in Chapter 5.52 Massage, conducted on the premises)
9. Retail sales and secondhand sales (excluding those which attract customers to the premises for on-site transactions or delivery)

Section 20.

Section 17.70.090 (Eating and drinking establishments with take-out service) of Chapter 17.70 (General Regulations) of Title 17 (Zoning) of the Benicia Municipal Code is hereby repealed in its entirety.

Section 21.

Section 17.70.100 (Live entertainment) of Chapter 17.70 (General Regulations) of Title 17 (Zoning) of the Benicia Municipal Code is hereby amended to read as follows:

17.70.100 Live entertainment.

The following regulations shall apply to any use offering scheduled live entertainment, as defined in Chapter 17.12 (Definitions), ~~more than three times per calendar year~~:

A. Exits not limited to emergency use only shall not be opposite an R district adjoining the site.
B. An establishment offering live entertainment shall ensure that ~~use permit shall establish conditions ensuring that~~ no litter problem will exist.
C. A use permit for live entertainment shall apply only to the type of entertainment approved, and a different type of entertainment shall require approval of a new use permit.

Section 22.

Section 17.70.290 (Game centers) of Chapter 17.70 (General Regulations) of Title 17 (Zoning) of the Benicia Municipal Code is hereby repealed in its entirety.

Section 23.

Section 17.70.350 (Formula businesses) of Chapter 17.70 (General Regulations) of Title 17 (Zoning) of the Benicia Municipal Code is hereby repealed in its entirety.

Section 24.

Section 17.70.380 (Mobile food vendors) of Chapter 17.70 (General Regulations) of Title 17 (Zoning) of the Benicia Municipal Code is hereby amended to read as follows:

17.70.380 Mobile food vendors.

A. Applicability. Mobile food vending is permitted on private property Industrial Districts only, as specified in BMC 17.32.020 (IL, IG, IW and IP districts – Land use regulations.). ~~Permit Required. A mobile food vendor shall require a mobile food vending permit obtained by filing a completed application form with the community development director. The community development director shall issue the permit~~

~~upon determining that the proposed mobile food vending operation complies with the requirements of this section. Mobile food vendors shall not include the preparation or sale of food products containing cannabis.~~

~~1. The vendor shall display all current permits, licenses, and certificates on exterior of the vehicle at all times.~~

~~2. The vendor shall maintain a county health permit at all times. If the permit expires, or is suspended or revoked, then all sales shall cease until the permit is reinstated.~~

~~3. The food vending vehicle shall be entirely self-sufficient in regards to gas, water, and telecommunications and shall be a self-propelled vehicle.~~

B. ~~Contents of Application. An application for a mobile food vending permit shall contain:~~

~~1. The name, address, and telephone number of the applicant.~~

~~2. A complete description of the proposed mobile food vending operation, including the hours of operation.~~

~~3. A site plan showing the proposed location of the mobile food vendor, trash receptacles, parking area, location of parcel access (ingress and egress), and location of restroom facility.~~

~~4. Written permission from the property owner (if not self) to occupy the property.~~

~~5. Proof of legal access to restroom facilities and access to hand washing facilities for the use of employees within 200 feet of site location per California Retail Food Code, Chapter 10, Section 114315.~~

~~6. A copy of the issued permit from the Solano County environmental health division for operation of the subject operation.~~

~~7. A certificate of insurance providing general liability insurance in the amount of at least $1,000,000 listing the city as additional insured. A mobile food vending permit shall be issued only for the explicit time period covered by the effective dates of the general liability insurance policy.~~

~~C~~ B. Location.

~~1. The location of the mobile food vendor shall be limited to the areas specified in BMC 17.32.020.~~

~~2. The maximum number of mobile food vendors located on a parcel shall not be limited except that all provisions of this section shall be met.~~

~~3~~1. Mobile food vehicles shall not be parked within 200 feet of an existing brick and mortar restaurant during the hours when such restaurant is open to the public for business.

~~4~~2. Mobile food vendors shall not occupy any parking space(s) required to fulfill the minimum off-street parking requirements of the principal property use. ~~A minimum of two parking spaces per food vending vehicle will be required for customer use in addition to the minimum requirement for the principal business for the overall site.~~

~~5~~3. The vehicle shall not block an entrance, garage, driveway or fire lane for any business or structure, nor extend into the public right-of-way. ~~any parking required to adequately serve other businesses, driveways, or public right-of-way and shall be oriented in such a way so as the queue does not encroach upon the same.~~

4. No mobile food vendor may be parked in a manner that impairs the visibility of a driveway crossing a street property line, as provided in section 17.74.150 (Driveways and intersections – Visibility.).

~~5. The vendor shall be located within 200 feet of a restroom facility and shall demonstrate legal access for employees.~~

C. General Requirements

1. The vendor shall obtain, maintain display all current permits, licenses, and certificates on exterior of the vehicle at all times including from the Department of Motor Vehicles (DMV).
2. The vendor shall maintain a County health permit at all times.
3. The food vending vehicle shall be entirely self-sufficient in regards to gas, water, and telecommunications and shall be a self-propelled vehicle.
4. The vendor shall be prepared to present evidence of the following upon request:
   a. Written permission from the property owner to occupy the property; and
   b. Proof of legal access to restroom facilities and access to hand washing facilities for the use of employees within 200 feet of site location per California Retail Food Code, Chapter 10, Section 114315.

D. Site Conditions.

1. The site shall be maintained in a safe and clean manner at all times.
2. The lot upon which the vendor is parked shall be paved. For purposes of this section, “paved” shall mean asphalt, concrete, pavers, or other permanent surfacing approved by the city engineer.

3. Exterior storage of refuse, equipment or materials associated with the mobile food vendor is prohibited.
4. The vendor shall not discharge items, including but not limited to waste water or other fluids, debris or food, onto the property, sidewalk, gutter, or storm inlets.
5. The vendor shall provide a minimum of two 32-gallon litter receptacles and one 32-gallon recycling receptacle within 15 feet of the vending vehicle and shall remove all refuse from the site and surrounding property on a daily basis.
6. No mobile food vendor shall provide or allow any dining area, including but not limited to tables, chairs, booths, bar stools, benches, and standup counters~~, unless approved by the community development director~~.

E. Alcohol. The serving or consumption of alcohol shall be prohibited at ~~vehicular~~ mobile food vending sites.

F. Hours of Operation. The hours of operation shall not exceed 6:00 a.m. to 8:00 p.m. every day. The mobile food vending vehicle shall not be stored on site during nonoperation hours and shall be removed daily.

G. Noise. ~~No mobile food vehicle shall make or cause to be made any unreasonable or excessive noise.~~ The operation of all mobile food vehicles, including generators and ancillary equipment, shall meet the city noise ordinance, Chapter 8.20 (Noise Regulations). ~~including generators. No music, other high-decibel sounds, horns, or amplified announcements are allowed to be made from the vehicle.~~

H. Signs. Signage is only allowed when placed on the mobile food vehicle. No separate freestanding signs are permitted. No flashing or blinking lights are allowed on vehicle or related signage when the vehicle is parked.

~~I. The permit for mobile food vending that is not operated in compliance with these regulations and the approved application shall be revoked by the community development director after 30 days' written notice unless the mobile food vending operation is altered to comply.~~

Section 25.

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 26.

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 27.

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 2025, and adopted at a regular meeting of the Council held on the day of 2025, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

_____
Steve Young, Mayor

Attest:

_____
Lisa Wolfe, City Clerk

_____
Date

RESOLUTION NO. 25-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA AMENDING CHAPTER 4 (FORM BASED CODE) OF THE DOWNTOWN MIXED USE MASTER PLAN TO MODIFY THE ALLOWED LAND USES AND PERMIT REQUIREMENTS OF THE TOWN CORE, TOWN CORE-OPEN, NEIGHBORHOOD GENERAL, AND NEIGHBORHOOD GENERAL-OPEN ZONES AND THE GLOSSARY TO CLARIFY, UPDATE AND STREAMLINE COMMERCIAL REGULATIONS

WHEREAS, Goal 3 of the City of Benicia Resiliency Plan is to expand economic development; and

WHEREAS, certain current commercial regulations impede business attraction, establishment and expansion due to permit and discretionary hearing requirements; and

WHEREAS, the City of Benicia recognizes the need to update regulations within its Downtown Mixed Use Master Plan (DMUMP) 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 for clarity and consistency within the Form-Based Code are prudent for its effective administration; and

WHEREAS, the Economic Development Board conducted a study session discussion of conceptual zoning changes, accepted public comment, and provided feedback on September 25, 2024; and

WHEREAS, the City Council accepted public comment and provided direction concerning the proposed amendments on October 15, 2024; and

WHEREAS, the Planning Commission and Economic Development Board conducted a study session and accepted public comment on March 27, 2025; and

WHEREAS, the Planning Commission conducted a duly noticed public hearing at a special meeting on June 26, 2025, and recommended approval of the proposed amendments to the DMUMP together with commercial streamlining amendments to the Benicia Municipal Code; and

WHEREAS, the City Council finds that the aforementioned amendments to the DMUMP would implement the City's objectives for economic resiliency; 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 _____; and

WHEREAS, pursuant to the California Environmental Quality Act (CEQA), the City Council find this project to be categorically exempt pursuant to the California Environmental Quality Act (CEQA) Guidelines Sections 15301 and 15305 which apply to existing facilities and minor alterations to land use limitations; 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; and

WHEREAS, it is clarified that while the text amendments themselves are deemed to be categorically exempt from further CEQA review, new projects or developments regulated with the updated amendments may still be subject to CEQA review on a case-by-case basis to ensure that any significant environmental impacts are adequately addressed; 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 Resolution in concert with an Ordinance amending the Benicia Municipal Code (Title 17, Zoning).

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Benicia does hereby find that the proposed amendments to the DMUMP are consistent with the purposes of the Plan, and the following goals 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.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BENICIA DOES HEREBY RESOLVE AS FOLLOWS:

Section 1.

Table 4.1: Town Core (TC) Zone Allowed Land Uses and Permit Requirements of Chapter 4 (Form Based Code) of the Downtown Mixed Use Master Plan is amended as follows:

Table 4.1: Town Core (TC) Zone Allowed Land Uses and Permit Requirements		
Land Use Type[1]	Permit Required	Specific Use Regulations
Recreation, Education & Public Assembly		

Table 4.1: Town Core (TC) Zone Allowed Land Uses and Permit Requirements		
Land Use Type[1]	Permit Required	Specific Use Regulations
Commercial recreation facility: Indoor		
< 1500 sf	~~MUP~~ P	
≥ 1500 sf	MUP	
Health/fitness facility		
< 1500 sf	~~MUP~~ P	
≥ 1500 sf	MUP	
Library, museum	P	
Meeting facility, public or private	MUP	
Park, playground	MUP	
School, public or private	MUP	
Studio: art, dance, martial arts, music, etc		
< 1500 sf	P	
> 1500 sf	MUP	
Theater, cinema, or performing arts	~~P~~	
< 5000 sf	P	
> 5000 sf	UP	
Residential		
Home-based business ~~occupation~~		
< 300 sf and 2 or fewer employees	P[2]	
≥ 300 sf and 3 or fewer employees	P[2]	
~~> 300 sf and 3 or more employees~~	~~NA~~	
Mixed use project residential component	P[2]	
Dwelling: Multi-Family-Rowhouse	P[2]	
Dwelling: Multi-Family-Duplex	P[2]	
Dwelling: Multi-Family-Triplex	P[2]	
Dwelling: Multi-Family-Fourplex	P[2]	
Accessory Dwelling Unit	P[2]	A
Ancillary Building	P	
Residential Care, 7 or more clients	P[2]	
Residential Care, 6 or fewer clients	P[2]	
Supportive Housing	P[2]	
Transitional Housing	P[2]	
Retail		
Alcoholic Beverage Sales – Off-premise	UP	
Artisan Shop	P	
Bar, tavern, beverage tasting ~~night club~~, except with any of the following features	P	B
Operating between ~~9~~ 10 pm and 7 am	UP	B
General retail, except with any of the following features:	P	
~~Alcoholic beverage sales~~	~~UP~~	
Floor area over 8000 sf	MUP	

Table 4.1: Town Core (TC) Zone Allowed Land Uses and Permit Requirements		
Land Use Type[1]	Permit Required	Specific Use Regulations
On-site production of items sold	MUP	
Operating between 9 pm and 7 am	MUP	
Cannabis retail operation	~~not permitted~~ NA	
Neighborhood market <10,000 sf	P	
Night Club	NA	
Outdoor entertainment	UP[4]	B, C
Restaurant, café, coffee shop	P	B
Services: Business, Financial, Professional		
No amendments proposed		
Services: General		
Financial Services	P[2]	
Bed & breakfast		
4 guest rooms or less	P[2]	
Greater than 4 guest rooms	P[2]	
Day care center: Child or adult	P[2]	
Day care center: Large family	P[2]	~~B~~
Day care center: Small family	P[2]	
Lodging	MUP	
Personal Services	P~~[3]~~	
Transportation, Communications, Infrastructure		
No amendments proposed		

Specific Use Regulations

A - Accessory Dwelling Units shall comply with the provisions of BMC 17.70.060.

B - Operation of sound amplifying equipment shall be in compliance with Chapter 8.20 Noise Regulations. A use permit shall be required for sound amplification outside the hours specified in 8.20.080.B.; except that temporary relief is granted for the evening hours of noise amplification until 12:30 a.m. on Independence Day (the night of July 3-July 4) and New Years Day (the night of December 31- January 1) of each year.

C - Outdoor entertainment uses shall be subject to the standards of BMC 17.70.400, Outdoor entertainment.

~~B- See BMC 17.24.020.P~~

End Notes

[1] A definition of each listed use type is in the Glossary

[2] Allowed only on upper floors or behind ground floor use

~~[3] Body art and piercing requires use permit approval and is allowed only as an ancillary use.~~

[4] ~~Outdoor entertainment uses shall be subject to the standards of BMC 17.70.400, Outdoor entertainment.~~

Section 2.

Table 4.2: Town Core-Open (TC-O) Zone Allowed Land Uses and Permit Requirements of Chapter 4 (Form Based Code) of the Downtown Mixed Use Master Plan is amended as follows:

Table 4.2: Town Core-Open (TC-O) Zone Allowed Land Uses and Permit Requirements		
Land Use Type[1]	Permit Required	Specific Use Regulations
Recreation, Education & Public Assembly		
No amendments proposed		
Residential		
Home-based business ~~occupation~~		
< 300 sf and 2 or fewer employees	P	
≥ 300 sf and 3 or fewer employees	P	
Live/work unit	P	
Mixed use project residential component	P	
Dwelling: Multi-Family-Rowhouse	P	
Dwelling: Multi-Family-Duplex	P	
Dwelling: Multi-Family-Triplex	P	
Dwelling: Multi-Family-Fourplex	P	
Accessory Dwelling Unit	P	A
Ancillary Building	P	
Residential Care, 7 or more clients	UP	
Residential Care, 6 or fewer clients	MUP	
Supportive Housing	P	
Transitional Housing	P	
Retail		
Alcoholic Beverage Sales – Off-premise	UP	B
Artisan Shop	P	B
Bar, tavern, beverage tasting ~~night club~~, except with any of the following:	UP	
Operating between ~~9~~ 10 pm and 7 am	NA	
Cannabis retail operation	~~not permitted~~ NA	
General retail, except with any of the following features	P	B
~~Alcoholic beverage sales~~	~~UP~~	
Floor area over 8000 sf	NA	
On-site production of items sold	MUP	
Neighborhood market <10,000 sf	P	B
Restaurant, café, coffee shop	MUP	
Services: Business, Financial, Professional		
ATM or Bank	MUP	
Business support service	P	
Medical services: Clinic, urgent care	MUP	

Medical services: Doctor office	P	B
Medical services: Extended care	MUP	
Office: Business, service	P	B
Office: Professional, administrative	P	B
Services: General		
Financial Services	P	
Bed & Breakfast		
4 guest rooms or less	P	
Greater than 4 guest rooms	P	
Day care center: Child or adult	MUP	
Day care center: Large family	P	~~C~~
Day care center: Small family	P	
Lodging	MUP	
Personal services	P	
Transportation, Communications, Infrastructure		
No amendments proposed		

Specific Use Regulations

A - Accessory Dwelling Units shall comply with the provisions of BMC 17.70.060.
B - Use shall be limited to the hours of 8 am to ~~7~~8 pm unless a MUP has been obtained. Such businesses are required to conform to any applicable noise standards and lighting restrictions as set forth in any adopted local or State codes that regulate public health and safety
~~C- See BMC 17.24.020.P~~

End Notes

[1] A definition of each listed use type is in the Glossary

Section 3.

Table 4.2: Town Core-Open (TC-O) Zone Allowed Land Uses and Permit Requirements of Chapter 4 (Form Based Code) of the Downtown Mixed Use Master Plan is amended to delete duplicate regulations for Services: Business, Financial, Professional; Services: General, and Transportation, Communications, Infrastructure on page 4-15.

Section 4.

Table 4.3: Neighborhood General (NG) Zone Allowed Land Uses and Permit Requirements of Chapter 4 (Form Based Code) of the Downtown Mixed Use Master Plan is amended as follows:

Table 4.3: Neighborhood General (NG) Zone Allowed Land Uses and Permit Requirements		
Land Use Type[1]	Permit Required	Specific Use Regulations
Recreation, Education & Public Assembly		
No amendments proposed		

Residential		
Dwelling: Single family	P	
Home-based business ~~occupation~~		
< 300 sf and 2 or fewer employees	P	
≥ 300 sf and 3 or fewer employees	P	
Dwelling: Multi-Family-Duplex	P	
Accessory Dwelling Unit	P	A
Ancillary Building	P	
Supportive Housing	P	
Transitional Housing	P	
Retail		
General retail, except with any of the following features	P	B
~~Alcoholic beverage sales~~	~~NA~~	
Floor area over 8000 sf	NA	
On-site production of items sold	P[2]	
Cannabis retail operation	NA	
Services: Business, Financial, Professional		
Office: Professional, administrative	P[2]	B
Services: General		
Financial Services	P	
Bed & Breakfast		
4 guest rooms or less	P	
Greater than 4 guest rooms	MUP	
Day care center: Child or adult	MUP	
Day care center: Large family	P	~~C~~
Day care center: Small family	P	
Transportation, Communications, Infrastructure		
No amendments proposed		

Specific Use Regulations

A - Accessory Dwelling Units shall comply with the provisions of BMC 17.70.060.

B - Use shall be limited to the hours of 8 am to ~~7~~8 pm unless a MUP has been obtained. Such businesses are required to conform to any applicable noise standards and lighting restrictions as set forth in any adopted local or State codes that regulate public health and safety

~~C- See BMC 17.24.020.P~~

End Notes

[1] A definition of each listed use type is in the Glossary

[2] Allowed only in ancillary buildings.

Section 5.

Table 4.4: Neighborhood General-Open (NG-O) Zone Allowed Land Uses and Permit Requirements of Chapter 4 (Form Based Code) of the Downtown Mixed Use Master Plan is amended as follows:

Table 4.4: Neighborhood General (NG-0) Zone Allowed Land Uses and Permit Requirements		
Land Use Type	Permit Required	Specific Use Regulations
Recreation, Education & Public Assembly		
No amendments proposed		
Residential		
Dwelling: Single family	P	
Home-based business ~~occupation~~		
< 300 sf and 2 or fewer employees	P	
> 300 sf and 3 or fewer employees	P	
> 300 sf and 3 or more employees	P	
Live/work unit	P	
Mixed use project residential component	P	
Dwelling: Multi-Family-Duplex	P	
Accessory Dwelling Unit	P	A
Ancillary Building	P	
Residential Care, 7 or more clients	UP	
Residential Care, 6 or fewer clients	MUP	
Supportive Housing	P	
Transitional Housing	P	
Retail		
Artisan Shop	P	B
General retail, except with any of the following features	P	B
~~Alcoholic beverage sales~~	~~NA~~	
Floor area over 8000 sf	NA	
On-site production of items sold	MUP	
Restaurant, café, coffee shop	MUP	
Services: Business, Financial, Professional		
Business support service	P	B
Medical services: Doctor office	P	B
Office: Business, service	P	B
Office: Professional, administrative	P	B
Services: General		
Financial Services	P	
Bed & Breakfast		
4 guest rooms or less	P	
Greater than 4 guest rooms	MUP	
Day care center: Child or adult	MUP	
Day care center: Large family	P	~~C~~
Day care center: Small family	P	
Lodging	MUP	
Personal services	P	
Transportation, Communications, Infrastructure		

No amendments proposed		

Specific Use Regulations

A - Accessory Dwelling Units shall comply with the provisions of BMC 17.70.060.
B - Use shall be limited to the hours of 8 am to ~~7~~8 pm unless a MUP has been obtained. Such businesses are required to conform to any applicable noise standards and lighting restrictions as set forth in any adopted local or State codes that regulate public health and safety
~~C- See BMC 17.24.020.P~~

End Notes

[1] A definition of each listed use type is in the Glossary

Section 6.

The Glossary of Chapter 4 (Form Based Code) of the Downtown Mixed Use Master Plan is amended to modify the following definitions, which are listed in alphabetical order within the Glossary:

Alcoholic Beverage Sales – Off-premise: The retail sale of beer, wine, and/or spirits in sealed containers for off-~~site~~ premise consumption~~, either as part of another retail use,or~~ as a primary business activity. Does not include alcohol sales conducted on a temporary basis pursuant to a day license or equivalent permit from the California Department of Alcoholic Beverage Control, nor sales that are accessory to and part of a beverage tasting facility, microbrewery, neighborhood market or similar use.

~~Bar, Tavern, Night Club~~

Bar, Tavern, Tasting Facility: A business where alcoholic beverages are sold for primarily for on-site consumption, which are not part of a larger restaurant. Includes bars, taverns, pubs and similar establishments where any food service is subordinate to the sale of alcoholic beverages. May also include beer brewing as part of a microbrewery ("brew pub") and other beverage tasting facilities.

~~Night Club: A facility serving alcoholic beverages for on-site consumption, and providing entertainment, examples of which include live music and/or dancing, comedy, etc. Does not include adult oriented businesses.~~

Commercial Recreation Facility - Indoor: An establishment providing indoor amusement, recreation and entertainment services for a fee or admission charge, including: bowling alleys,~~ coin-operated amusement arcades, electronic~~ game arcades (video games, pinball, etc.), ice skating and roller skating, play centers, pool and billiard rooms as primary uses. This use does not include ~~sex oriented~~ adult businesses as such use is classified in BMC 17.16.050 nor any establishment engaged in gambling or betting ~~Four or more electronic games or amusement devices (e.g., pool or billiard tables, pinball machines, etc.) in any establishment, or a premises where 50 percent or more of the~~

~~floor area is occupied by electronic games or amusement devices, are considered a commercial recreation facility; three or fewer machines or devices are not considered a land use separate from the primary use of the site.~~

Director: The ~~Community Development~~ Development Services Director of the City of Benicia, or ~~his~~ their duly appointed representative

Health/Fitness Facility: Establishments primarily engaged in providing physical fitness services, exercise equipment, and related activities for the improvement or maintenance of physical health and well-being. This classification includes gyms, health clubs, yoga studios, and similar establishments offering exercise classes, personal training, cardiovascular equipment, weight training equipment, and other fitness-related services. ~~A fitness center, gymnasium, health and athletic club, which may include any of the following:~~

> ~~exercise machines, weight facilities, group exercise rooms, sauna, spa or hot tub fa - cilities; indoor tennis, handball, racquetball, archery and shooting ranges and other indoor sports activities, indoor or outdoor pools~~

Home-Based Business ~~Occupation~~: Residential premises used for the transaction of business or the supply of professional services, not including cannabis or cannabis products. Home-based businesses ~~occupation~~ shall be limited to the following: agent, architect, artist, broker, consultant, draftsman, dressmaker, engineer, interior decorator, lawyer, notary public, teacher, and other similar occupations, as determined by the Director. Such use shall not simultaneously employ more than ~~1~~one person in addition to residents of the dwelling. The total gross area of the home-based business ~~occupation~~ shall not exceed 25 percent of the gross square footage of the dwelling ~~residential unit~~. The home-based business ~~occupation~~ shall not disrupt the generally residential character of the neighborhood. ~~The Director shall review the nature of a proposed home occupation use at the time of review of a business license for such use, and may approve, approve with conditions, continue or deny the application.~~

Night Club: A facility serving alcoholic beverages for on-site consumption, and providing entertainment, examples of which include live music and/or dancing, comedy, etc. Does not include adult oriented businesses or outdoor entertainment.

Section 7.

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, phrases or clauses be declared unconstitutional on their face or as applied.

*****

On motion of Council Member , seconded by Council Member , the foregoing resolution was adopted at a regular meeting of the Council held on the day of 2025, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

_____
Steve Young, Mayor

Attest:

_____
Lisa Wolfe, City Clerk

_____
Date

Planning Commission Staff Report

June 26, 2025

Project: Commercial Use Regulations Streamlining
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) and the Downtown Mixed Use Master Plan (DMUMP) for commercial uses streamlining, clarification, consistency and formatting after finding the project is exempt from CEQA pursuant to Guidelines Sections 15301 and 15305 which apply to existing facilities and minor alterations to land use limitations.

Project Description

Consideration of amendments to Title 17 (Zoning) of the Benicia Municipal Code (BMC): Definitions (Chapter 17.12), Use Classifications (Chapter 17.16), Residential Districts (Chapter 17.24), Mixed Use Districts (Chapter 17.26), Commercial Districts (Chapter 17.28), Industrial Districts (Chapter 17.32), Open Space District (Chapter 17.36), Public and Semipublic District (Chapter 17.40) and General Regulations (Chapter 17.70) including Home Occupations (Section 17.70.070), Eating and Drinking Establishments with Take-Out Service (Section 17.70.090), Live Entertainment (Section 17.70.100), Game Centers (Section 17.70.290), Formula Businesses (Section 17.70.350), and Mobile Food Vendors (Section 17.70.380).

Consideration of amendments Chapter 4 (Form-Based Code) of the Downtown Mixed Use Master Plan (DMUMP) including the Town Core, Town Core-Open, Neighborhood General and Neighborhood General-Open zones and Glossary.

Consideration of an amendment to Chapter 2.32 and corresponding amendments throughout the BMC and DMUMP to change the name of the “Planning Department”, “Community Development Department” and “Community Development Director” to “Development Services Department” and “Development Services Director”.

The proposed amendments would update land use regulations, streamline certain regulations, clarify land use classifications and regulations, establish consistency in land use regulations citywide, and clean up various code references for internal consistency and organization. More specifically, the amendments would address day care centers, home-based businesses, formula businesses, studios, body art and piercing, alcoholic beverage sales, bars, taverns and nightclubs, alcoholic beverage service at eating and drinking establishments, take-out service at eating establishments, live entertainment,

mobile food vending, health and fitness facilities, commercial recreation facilities, and sports and entertainment assembly.

In addition, the amendments would change the name of the Community Development Department to Development Services Department to eliminate confusion related to another existing city department (Community Services Department) and clarify the function of the department.

Background

The City of Benicia adopted its current Zoning Ordinance in 1987. The DMUMP, which regulates land use and the form of the development in the downtown area, was adopted in 2007. Most commercial regulations in the city are unchanged since their adoption. However, there have been various societal, technological and economic shifts since that time that necessitate updates. In addition, the City has received feedback from small business owners, the business community, and others that the current level of regulation imposes costs and delays that affect the feasibility for small businesses.

This project would support implementation of the City's Resiliency Plan, Goal 3: Expand Economic Development, by streamlining new business review and facilitating economic growth. The amendment would modify the regulations for specific land uses in most zoning districts of the City. For reference, a copy of the zoning map is provided as Attachment 2. This report outlines the nature of proposed amendments. For further detail, refer to Exhibits A and B of Attachment 1.[1]

Economic Development Board
The Economic Development Board (EDB) received a presentation and discussed this topic on September 25, 2024.[2] Board members expressed appreciation for the effort to remove barriers for new businesses, where appropriate for the community, and agreed that updates would be beneficial for economic growth.

While Board members generally agreed that the regulations identified present sticking points, they expressed hesitation with easing the floor area limitation of 1,500 square feet for studios on First Street. Specifically, it was noted that studio-type uses can generate spikes in parking demand and have the potential to displace other economically beneficial uses, such as retail stores and restaurants.

City Council
The City Council received a report and overview of this project on October 15, 2024.[2] The Council agreed with the recommended areas of review, which are further detailed in the body of this report. Councilmembers stated an overall intent to streamline requirements and reduce the need for use permits where appropriate, with

[1] Background information, including links to various reports, meeting videos, and both clean and markup public review drafts, are available at www.ci.benicia.ca.us/streamlining.
[2] The agenda item and minutes may be viewed at www.ci.benicia.ca.us/agendas

consideration to the need for businesses to move efficiently through the City's permit processes. In addition to the concepts presented during the meeting, the Council directed staff to review the City's formula business regulations, evaluate the concentration of alcohol sales (bottle shops), and ease use permit requirements for commercial operation on New Year's Eve and certain other holidays.

Planning Commission and Economic Development Board Study Session
The Planning Commission and EDB conducted a joint meeting and study session concerning the proposed amendments on March 27, 2025.[2] Following a staff presentation and clarifying questions from commissioners, one member of the public asked several questions related to the downtown and expressed concern that the nightclub use type for the downtown should not overlap with Outdoor Entertainment. Commissioners discussed a variety of topics including formula businesses, existing constraints within the City's development criteria and the broader business market, and sports practice and training facilities as a desired use in Benicia relative to location and industrial considerations.

Nonconforming Uses
The proposed amendments would reduce permitting requirements for a variety of uses, though regulation changes for some business types (i.e., liquor stores and commercial recreation uses in the Industrial Park) may result in those existing businesses becoming "nonconforming" meaning that the business was in compliance with the requirements of the Zoning Ordinance when the business was established but with the changes to the Zoning Ordinance they would no longer be in compliance. New businesses would need to obtain a use permit to operate while nonconforming businesses would be able to continue to operate.

Because the City does not maintain a comprehensive list of the location, type and size of each business, it is not feasible to prepare an analysis of potential nonconforming businesses. Zoning changes would not have an immediate impact on existing, lawful businesses because the Zoning Ordinance makes an allowance for the continued operation of "nonconforming uses" (BMC 17.98.020). If a use is no longer permitted in a zoning district, then it can continue to operate but not expand (BMC 17.98.030). A pre-existing use, for which a use permit is now required, may seek a use permit for expansion (BMC 17.98.070). In May 2025, the City conducted outreach to three businesses in the industrial park that fall under the commercial recreation and health/fitness categories to provide a description of the existing and proposed regulations, and direct contact information for follow up questions or discussion.

Project Analysis

The project would amend the BMC and DMUMP to reduce discretionary permitting for many commercial use types. In some cases, parameters for operational hours, square footage and location are proposed in the interest of land use compatibility. Additional changes to clean up formatting, clarify wording and update cross references will improve the usability of the City's land use regulations and improve consistency from

chapter to chapter and across documents (BMC and DMUMP).

- **Day care centers**: would change from conditionally permitted (use permit is required) to permitted in all residential districts, as well as the Community Commercial, Open Space, and Public and Semipublic Districts.
- **Home-based business**: regulations would be fully updated, including removal of the home occupation permit. Allowed business types would be expanded to include limited at-home instruction, personal services, retail and horticulture.
- **Formula businesses**: regulations would be deleted.
- **Studios**: in the Town Core Zone, would be permitted up to 1500 square feet floor area and would be conditionally permitted if exceeding 1500 square feet (proposed DMUMP amendments include similar square footage thresholds for health/fitness studios and commercial recreation).
- **Body art/piercing**: restrictions in the DMUMP would be deleted.
- **Alcoholic beverage sales**: would be permitted when accessory to tasting, microbrewery, neighborhood market. As primary use (bottle shop, liquor store), a use permit would be required in the General Commercial District (matching existing downtown regulations).
- **Temporary relief of noise regulations (hours only)**: would be granted until 12:30 a.m. on January 1 and July 4 of each year in the Town Core Zone.
- **Bars, taverns / drinking establishments:** the 9 pm threshold for permitted use would be extended to 10 pm. A use permit would be required for operations after 10 pm.
- **Nightclubs**: would be separately defined and not permitted. (please note: outdoor entertainment is separate and would not be affected by this change.)
- **Restaurants**: would no longer be required to obtain a use permit for full alcoholic beverage service (this current regulation applies outside of the downtown only). Take-out service restrictions and separate regulation would be deleted.
- **Live entertainment**: would become a permitted use in the Mixed Use-Infill, General Commercial and Waterfront Commercial districts when located indoors and accessory to an eating or drinking establishment.
- **Mobile food vending**: regulations would be updated to remove the mobile food vending permit, clarify regulations, and remove the parking requirement.
- **Health/fitness facilities**: would be a permitted use in all commercial districts, mixed use districts, and Town Core Zone. Would be a permitted use in the Limited Industrial District and would require a use permit within geographic parameters in the General Industrial District.
- **Commercial recreation**: would be a permitted use in the General Commercial and Mixed Use-Infill Districts and Town Core Zone; would be a conditional use in the Community Commercial District. In the Limited Industrial District, would be conditionally permitted for single-tenant indoor sports training, archery and shooting galleries within geographic parameters. Game center regulations would be deleted.
- **Sports and entertainment assembly**: would be conditionally permitted only in the General Commercial, Public and Semipublic and Open Space Districts.

- **Department Name**: The Community Development Department would be renamed Development Services Department. This change has already been previewed in the two-year budget for FY2026-2027.

Proposed Amendments
Proposed amendments to the BMC are depicted in markup in Exhibit A, and proposed amendments to the DMUMP are depicted in Exhibit B of Attachment 1. Public review drafts without no mark up ("clean copy") can be viewed at www.ci.benicia.ca.us/streamlining.

1. Department and Director Name
    a. Change the name of the Planning Department and the Community Development Department to "Development Services Department".
    b. Change the name of the department director from Community Development Director to "Development Services Director".
    c. Make corresponding changes to all other references within the Benicia Municipal Code and DMUMP.

2. Definitions and Use Classifications
    a. Amend the Definitions of Title 17 BMC to simplify the meaning of "Live Entertainment", to strike the definition of "Formula Business", to relocate "Convenience Market" to Use Classifications, and to modify the definition of "Home occupations" for clarity and alignment with proposed updates (See 8.a below).
    b. Amend Use Classifications of Title 17 BMC to
        i. Make minor updates to use classifications for "Day care center", "Eating and Drinking Establishments - With full alcoholic beverage service", "Eating and Drinking Establishments – Mobile Food Vending", and "Accessory Uses and Structures".
        ii. Update/narrow the use classification of "Commercial Recreation" and establish new use classifications for "Health/Fitness Facilities" and "Sports and Entertainment Assembly".
        iii. Move Truck Stop from beneath "Eating and Drinking Establishments" and establish as an independent use classification.
        iv. Delete sub-classifications for "Eating and Drinking Establishments – with Take Out Service" and "Eating and Drinking Establishments – Limited"
        v. Add sub-classification of "Eating and Drinking Establishments – Night Club".
        vi. Modify "Food and Beverage Sales" to incorporate the relocated definition of "Convenience Market" and to add a sub-classification of "Alcoholic Beverage Sales – Off Premise."
    c. Amend the DMUMP Glossary to:
        i. Update "Alcoholic Beverage Sales – Off premise" to exclude sales conducted as part of a beverage tasting facility, microbrewery, neighborhood market or similar.

ii. Change “Bar, Tavern, Night Club” to “Bar, Tavern, Tasting Facility” and make a minor clarifying update.
iii. Move Night Club from beneath “Bar, Tavern, Night Club” to establish an independent use type. Clarify that this use type does not include Outdoor Entertainment.
iv. Align the definition of “Commercial Recreation Facility, Indoor” to match changes made to the BMC Use Classification.
v. Align the definition of “Health/Fitness Facility” to match changes made to the BMC Use Classification.
vi. Modify the definition of “Home Occupations” to clarify and align with proposed updates

3. Residential Districts (BMC)
    a. Day Care Center - change from conditional to permitted use in all residential districts.
        i. In the Single Family (RS) and Medium Density (RM) Residential Districts, day care center would be a permitted use only when operated on the grounds and within the facilities of a duly permitted religious assembly or school.
    b. Eliminate additional regulation for “Family Day Care, Large” which is inconsistent with State law.
    c. Move certain development standards to Section 17.24.030 so that they are more consistently referenced.
    d. Re-organize “Additional Use Regulations” for sequence and formatting, update use table accordingly.

4. Mixed Use Districts (BMC)
    a. Eating and Drinking Establishments (Mixed Use-Infill (MU-I) Only):
        i. For bar (“drinking establishment”) not associated with a restaurant, change use permit threshold from 9 pm to 10 pm (i.e., use permit required for operation after 10 pm and before 7 am).
        ii. Add Live Entertainment as a permitted use subject to location (indoors only) and hours (between 11 am to 10 pm).
        iii. Delete Take-Out Service and Formula Business.
    b. Change Commercial Recreation and Entertainment, Indoor from a conditional use (i.e., use permit required) to a permitted use in MU-I.
    c. Health/Fitness Facility:
        i. Add as a permitted use in MU-I.
        ii. Add as a permitted use in the Mixed Use-Limited District (MU-L) during standard hours. A use permit would be required to operate prior to 7 am on weekdays/Saturday or prior to 8 am on Sunday).
    d. Add accessory use classifications and associated Code references to match other Chapters for consistency.
    e. Re-organize and update “Additional Use Regulations” and “Other Uses” for sequence, formatting and internal consistency with Zoning Ordinance, update use table accordingly.

5. Commercial Districts (BMC)
    a. Delete regulation of formula businesses from “Purposes” statement of Chapter.
    b. Day Care Center:
        i. Change from conditional to permitted use in Community Commercial (CC) District with an additional regulation requiring a dedicated drop-off and pick-up area.
    c. Commercial Recreation, Indoor:
        i. Change from conditional to not permitted in Office Commercial (CO) and Waterfront Commercial (CW) Districts.
        ii. Change from conditional to permitted use in General Commercial (CG) District.
        iii. Delete sub-regulation for card room, game center, billiard parlor and associated cross references.
    d. Eating and Drinking Establishments:
        i. With Full Alcoholic Beverage Service – add additional regulation for drinking establishment that mirrors MU-I District (use permit required for operation between 10 pm and 7 am).
        ii. With Live Entertainment – add additional regulation similar to MU-I (indoors only; use permit is required for live entertainment between 10 pm and 11 am).
        iii. Delete Take-Out Service, Formula Business and Limited.
        iv. Relocate Truck Stop to its own use classification within the table, in alphabetical order.
    e. Food and Beverage Sales:
        i. Add Alcoholic Beverage Sales – Off-premise as a conditional use (use permit required) in CG District Only.
        ii. Add Convenience Market as a conditional use in CC, CO and CW Districts, matching existing regulations.
    f. Health and Fitness Facility – add as a permitted use in CC, CO and CG Districts.
        i. In the CC District, mirror requirement of MU-L District that would require a use permit to operate prior to 7 am on weekdays/Saturday or prior to 8 am on Sunday).
    g. Sports and Entertainment, Assembly:
        i. Add as a conditional use in the CG District only.
    h. Re-organize and update “Additional Use Regulations” and “Other Uses” for sequence, formatting and internal consistency with Zoning Ordinance, update use table accordingly.

6. Industrial Districts (BMC)
    a. Commercial Recreation, Indoor:
        i. Remove as a permitted or conditional use in General Industrial (IG), Waterfront Industrial (IW) and Industrial Park (IP) Districts.

ii. Change to a conditional use in 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 (along Bayshore Road or East Second Street between Stone Road and Wanger Street).
iii. Delete sub-regulation for game center and associated cross references.

b. Eating and Drinking Establishments
   i. With Full Alcoholic Beverage Service – change to permitted use in all Industrial Districts, with the limitation that it is permitted only as part of an eating establishment. Drinking establishments are not permitted.
   ii. Delete Take-Out Service and Limited.

c. Health and Fitness Facility:
   i. Add as a conditional use in IL and IG Districts, subject to a limitation of ≤ 5,500 square feet floor area.
   ii. In the IG District, health/fitness facilities would be conditionally permitted only on parcels fronting along East Second Street between Industrial Way and Stone Road.

d. Re-organize and update “Additional Use Regulations” for sequence, formatting and internal consistency with Zoning Ordinance, update use table accordingly.

7. Open Space (OS) and Public and Semipublic (PS) Districts (BMC)
   a. Day Care Center
      i. In OS District, change from conditional to permitted use with streamlined language on Additional Use Regulations to mirror Residential Districts.
      ii. In PS District, change from conditional to permitted use only when operated within existing facilities of a religious assembly, school, park and recreation facility or club and lodge.
   b. Commercial Recreation, Indoor:
      i. Maintain existing regulation in OS District.
      ii. Delete as conditional use in PS District.
   c. Eating and Drinking Establishments:
      i. In OS District, delete Take Out Service and additional regulation allowing only “limited” service.
   d. Sports and Entertainment Assembly:
      i. Add as conditional use in OS District.
      ii. Add as conditional use in PS District.
   e. Re-organize and update “Additional Use Regulations” and “Other Uses” for sequence, formatting and internal consistency with Zoning Ordinance, update use tables accordingly.

8. General Regulations (BMC)
   a. Home Occupations (section 17.70.070):
      i. Change name of section to Home-based businesses.

   ii. Repeal/replace regulations, eliminating permit requirement and updating conditions of operation and permitted business types.
b. Delete Section 17.70.090, Eating and drinking establishments with take-out service.
c. Update Section 17.70.100 Live entertainment to align with substantive changes in Definitions and use regulations.
d. Delete Section 17.70.290 Game centers.
e. Delete Section 17.70.350 Formula businesses.
f. Mobile Food Vending (section 17.70.380):
   i. Delete mobile food vending application and permit requirements.
   ii. Clarify and simplify location requirements to more specifically address parking, entrances, driveways, fire lanes and visibility (sight distance).
   iii. Make minor revisions to eliminate redundancy and ensure internal consistency.

9. Downtown Zones (DMUMP)
   a. Commercial recreation facility: Indoor:
      i. In Town Core (TC) Zone, change from minor use permit (staff level public hearing) to permitted use below 1,500 square feet floor area.
      ii. In TC Zone, change from use permit (commission level public hearing) to minor use permit at or above 1,500 square feet floor area.
   b. Health/fitness facility
      i. In TC Zone, match to thresholds of Commercial recreation facility, Indoor (permitted use up to 1,500 square feet; minor use permit at or above 1,500 square feet of floor area).
   c. Studio: art, dance, martial arts, music, etc.:
      i. In TC Zone add as conditional use (minor use permit) at or above 1,500 square feet floor area.
   d. Alcoholic Beverage Sales – Off-Premise
      i. In TC Zone and Town Core Open (TC-O) Zone, reorganize within use table as a standalone use type (currently, listed as a sub-classification of General Retail).
   e. Bar, tavern, night club:
      i. Strike “night club” from the land use type and add “beverage tasting”.
      ii. Change the Use Permit threshold from 9 pm to 10 pm (i.e., use permit required for operation after 10 pm and before 7 am).
      iii. Add use regulation note “B” clarifying applicability of Noise Regulations which require a use permit from amplification after certain hours except that temporary relief would be granted until 12:30 a.m. on July 4 and New Year’s Day (January 1) of each year.
   f. Night club:
      i. In TC Zone, add to use table with note NA, indicating that the use is not permitted.
   g. Personal Service:
      i. In TC zone, delete end note 3 which requires a use permit and limits body art and piercing.

h. Home Occupation:
    i. Change to “Home-based business” in TC, TC-O, Neighborhood General (NG) and Neighborhood General-Open (NG-O) Zones
i. Commercial Hours of Operation:
    i. Change Specific Use Regulations in Tables 4.2, 4.3 and 4.4 for the TC-O, NG and NG-O Zones to change the use permit threshold for certain retail and service businesses from 7 pm to 8 pm (i.e., a minor use permit is required to operate between the hours from 8 pm to 8 am).
j. Day care center: Large family:
    i. Delete Use Regulation that is inconsistent with State law in TC, TC-O, NG and NG-O Zones.
k. Make minor clarifying changes to Tables 4.1, 4.2, 4.3 and 4.4 for the DMUMP zones to ensure clarity and consistency and eliminate redundancy.

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; therefore, proposed zoning amendments must be reviewed by the Solano County Airport Land Use Commission (ALUC).

The proposed amendments were heard by the ALUC on May 8, 2025. The ALUC determined that the proposed amendments are consistent with the Travis Air Force Base Airport Land Use Plan.

California Environmental Quality Act

This project is categorically exempt pursuant to the California Environmental Quality Act (CEQA) Guidelines Sections 15301 and 15305 which apply to existing facilities and minor alterations to land use limitations; 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 June 4, 2025.

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.

The Downtown Mixed Use Master Plan may be amended by resolution. The proposed resolution will be presented concurrently with the Municipal Code amendments as a single agenda item, but does not require a second reading.

This item is scheduled to be heard by the City Council in July/August 2025.

Attachments:

1. Draft Resolution with Exhibits
   Exhibit A – Draft Ordinance amending the Benicia Municipal Code
   Exhibit B – Draft Resolution amending the Downtown Mixed Use Master Plan
2. Zoning Map

For more information contact: Suzanne Thorsen, Assistant City Manager
Phone: 707.746.4280
E-mail: sthorsen@ci.benicia.ca.us

Docusign Envelope ID: 9BA9F5CC-564E-492B-B137-F299D17CEA04

RESOLUTION NO. 25- 2

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF BENICIA RECOMMENDING THAT THE CITY COUNCIL ADOPT AN ORDINANCE AMENDING THE BENICIA MUNICIPAL CODE AND ADOPT A RESOLUTION AMENDING CHAPTER 4 (FORM BASED CODE) OF THE DOWNTOWN MIXED USE MASTER PLAN TO CLARIFY, UPDATE AND STREAMLINE COMMERCIAL USE REGULATIONS

WHEREAS, certain current commercial regulations impede business attraction, establishment and expansion due to permit and discretionary hearing requirements; and

WHEREAS, the City of Benicia recognizes the need to update regulations within its Benicia Municipal Code (BMC) and Downtown Mixed Use Master Plan (DMUMP) 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, certain clean-up amendments for clarity and consistency within the are prudent for its effective administration; and

WHEREAS, the Economic Development Board conducted a study session discussion of conceptual zoning changes, accepted public comment, and provided feedback on September 25, 2024; and

WHEREAS, the City Council accepted public comment and provided direction concerning the proposed amendments on October 15, 2024; and

WHEREAS, the Planning Commission and Economic Development Board conducted a study session and accepted public comment on March 27, 2025; and

WHEREAS, the Planning Commission finds that the aforementioned amendments to the DMUMP would implement the City's objectives for economic resiliency; 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 June 4, 2025; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Benicia does hereby find that the proposed amendments to the DMUMP are consistent

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with the purposes of the Plan, and the following goals 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.

- Goal 2.13: Support the viability of existing commercial centers.

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 15301 and 15305 which apply to existing facilities and minor alterations to land use limitations; 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) and resolution amending the DMUMP (Exhibit B), attached hereto and incorporated herein by reference.

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On motion of Commissioner Catton, 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 26th day of June 2025 and adopted by the following vote:

Ayes:	Commissioners Catton, Gilpin-Hayes, Gorman, Lyle, Marshall and Vice Chair Slate
Noes:	None
Absent:	None
Abstain:	None

Signed by:
889640AFC3144C2...
Jarrod Slate, Vice-Chair

6/27/2025
Date

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CITY OF BENICIA

ORDINANCE NO. 25-___

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BENICIA AMENDING CHAPTER 2.32 (PLANNING DEPARTMENT) OF TITLE 2 (ADMINISTRATION AND PERSONNEL) AND ALL REFERENCES WITHIN THE BENICIA MUNICIPAL CODE AND PERSONNEL CLASSIFICATION PLAN TO CHANGE THE NAME OF THE PLANNING DEPARTMENT TO THE DEVELOPMENT SERVICES DEPARTMENT AND TO CHANGE THE TITLE OF COMMUNITY DEVELOPMENT DIRECTOR TO DEVELOPMENT SERVICES DIRECTOR, AND AMENDING CHAPTERS 17.12 (DEFINITIONS), 17.16 (USE CLASSIFICATIONS), 17.24 (RESIDENTIAL DISTRICTS), 17.26 (MIXED USE DISTRICTS), 17.28 (COMMERCIAL DISTRICTS), 17.32 (INDUSTRIAL DISTRICTS), 17.36 (OS OPEN SPACE DISTRICT), 17.40 (PS PUBLIC AND SEMIPUBLIC DISTRICT) AND 17.70 (GENERAL REGULATIONS) OF TITLE 17 (ZONING) OF THE BENICIA MUNICIPAL CODE TO CLARIFY, UPDATE AND STREAMLINE COMMERCIAL REGULATIONS

WHEREAS, the Community Development Department is also called the Planning Department pursuant to Chapter 2 (Administration and Enforcement) of the Benicia Municipal Code; and

WHEREAS, the Department's name does not clearly articulate its purpose to the general public and is easily confused with that of the Community Services Department; and

WHEREAS, Goal 3 of the City of Benicia Resiliency Plan is to expand economic development; and

WHEREAS, certain current commercial regulations impede business attraction, establishment and expansion due to permit and discretionary hearing requirements; and

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 and to promote clarity for all users; and

WHEREAS, the Economic Development Board conducted a study session discussion of conceptual zoning changes, accepted public comment, and provided feedback on September 25, 2024; and

WHEREAS, the City Council accepted public comment and provided direction concerning the proposed amendments on October 15, 2024; and

EXHIBIT A

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WHEREAS, the Planning Commission and Economic Development Board conducted a study session and accepted public comment on March 27, 2025; and

WHEREAS, the Planning Commission conducted a duly noticed public hearing at a regular meeting on _____, 2025, and recommended _____ 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 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 DATE; and

WHEREAS, pursuant to the California Environmental Quality Act (CEQA), the City Council find this project to be categorically exempt pursuant to the California Environmental Quality Act (CEQA) Guidelines Sections 15301 and 15305 which apply to existing facilities and minor alterations to land use limitations; the proposed zoning 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; and

WHEREAS, it is clarified that while the text amendments themselves are deemed to be categorically exempt from further CEQA review, new projects or developments regulated with the updated amendments may still be subject to CEQA review on a case-by-case basis to ensure that any significant environmental impacts are adequately addressed; 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 Titles 2 and 17, and the following goals 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 2.13: Support the viability of existing commercial centers.

EXHIBIT A

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THE CITY COUNCIL OF THE CITY OF BENICIA DOES ORDAIN AS FOLLOWS:

Section 1.

Chapter 2.32 (Planning Department) of Title 2 (Administration and Personnel) of The Benicia Municipal Code is hereby renamed Development Services Department.

Section 2.

Section 2.32.101 (Creation – Director) of Chapter 2.32 (Planning Department) of Title 2 (Administration and Personnel) of the Benicia Municipal Code is hereby amended as follows:

2.32.010 Creation – Director.
There is in the city government a department known as the ~~planning~~ development services department. The administrative officer of the department is the ~~community development~~ development services director.

Section 3

All references to the “planning department” or “community development department” within the Benicia Municipal Code or City of Benicia personnel classification plan, as established in Ordinance No. 75-16 and subsequently amended, shall be stricken and replaced with “development services department” including but not limited to such references as may be contained in Title 2 (Administration and Personnel), Title 5 (Business Taxes, Licenses and Regulations), Title 6 (Animal Control Regulations), Title 12 (Streets, Sidewalks and Public Places), Title 15 (Buildings and Construction), Title 16 (Subdivisions), Title 17 (Zoning), and Title 18 (Signs).

Section 4

All references to “community development director” within the Benicia Municipal Code or personnel classification plan, as established in Ordinance No. 75-16 and subsequently amended, shall be stricken and replaced with “development services director” including but not limited to such references as may be contained in Title 1 (General Provisions), Title 2 (Administration and Personnel), Title 3 (Revenue and Finance), Title 5 (Business Taxes, Licenses and Regulations), Title 6 (Animal Control Regulations), Title 12 (Streets, Sidewalks and Public Places), Title 16 (Subdivisions), Title 17 (Zoning), and Title 18 (Signs).

Section 5.

Section 17.12.030 (Definitions) of Chapter 17.12 (Definitions) of Title 17 (Zoning) of the Benicia Municipal Code is hereby amended to delete the definitions of “Convenience market” and “Formula business”, and to amend the definitions of “Entertainment Live” and “Home occupations” as follows:

~~"Convenience market" means retail sales of food, beverages and small convenience items primarily for off-premises consumption and typically found in establishments with long or late hours of operation and a relatively small building. This definition excludes delicatessens and other specialty food shops and establishments having a sizeable assortment of fresh fruits and vegetables, and fresh cut meat.~~

"Entertainment, live" means r~~egulations pertaining to live entertainment in this chapter apply to the following~~ activities ~~where they~~ such as comedy, musical or theatrical performances by one or more persons which occur on a scheduled basis three or more days during a calendar year on the site of a use other than a public or semipublic use.~~:~~

~~A. A comedy act, musical, theatrical, or dance recital performed by one or more persons, regardless of whether performers are compensated;~~

~~B. Any form of dancing by patrons or guests at a business establishment;~~

~~C. A fashion show, except when conducted within an enclosed building used primarily for the manufacture or sale of clothing.~~

~~"Formula business" means an eating and drinking establishment that maintains any of the following features in common with more than four other establishments in the nine Bay Area counties: standardized array of services and/or merchandise, trademark, logo, service mark, symbol, sign, decor, uniform, menu, or other similar standardized feature.~~

"Home-based business ~~occupations~~" means ~~occupations~~ an office or commercial business conducted in a dwelling unit~~, garage, or accessory building~~ that ~~are~~ is incidental to the principal residential use ~~of the lot or site~~. It does not include cottage food operations defined separately herein.

Section 6.

Section 17.16.040 (Public and semipublic use classifications) of Chapter 17.16 (Use Classifications of Title 17 (Zoning) of the Benicia Municipal Code is hereby amended to modify the use classification for "Day care center" as follows:

"Day care center" means a state-licensed child day care facility other than a family day care home that provides nonmedical care to children under 18 years of age on a less than 24-hour basis, and includes infant centers, nursery schools, preschools, extended day care facilities, and school age child care centers.

Section 7.

Section 17.16.050 (Commercial use classifications) of Chapter 17.16 (Use Classifications of Title 17 (Zoning) of the Benicia Municipal Code is hereby amended to delete the use classifications of "Eating and Drinking Establishments with Take-Out Service" (L.4), "Eating and Drinking Establishments – Limited" (L.4.b), "Eating and Drinking Establishments – Truck Stop" (L.5), "Commercial Recreation and Entertainment – Card room, game center, billiard parlor" (I.1) and Commercial

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Recreation and Entertainment – Limited (I.2); to modify the use classifications for "Commercial Recreation and Entertainment" (I), "Eating and Drinking Establishments with full alcoholic beverage service" (L.2), "Eating and Drinking Establishments – Mobile Food Vending"; to add sub-use classifications for "Eating and Drinking Establishments -Night club" (L.6), "Food and Beverage Sales – Alcoholic Beverage Sales - Off-premise" (M.1), "Food and Beverage Sales – Convenience Market" (M.2); and to add use classifications for "Health/Fitness Facilities", "Sports and Entertainment, Assembly" and "Truck Stop" in alphabetical order and re-letter all sections accordingly as follows:

I. Commercial Recreation and Entertainment, Indoor. ~~Provision of participant or spectator~~ Facilities providing indoor amusement, recreation or entertainment for a fee or admission charge. This classification includes theaters, ~~sports stadiums and arenas, amusement parks,~~ bowling alleys, billiard parlors, ice/roller skating rinks, play centers, game arcades (video games, pinball, etc.), indoor sports practice and training (e.g., batting cages), ~~golf courses, miniature golf courses, scale-model courses,~~ indoor archery or shooting galleries~~., tennis/racquetball courts, health/fitness clubs, pinball arcades or electronic games centers having three or more coin-operated game machines, card rooms, subject to the regulation of Chapter 5.08 BMC, and facilities used exclusively for bingo games, as regulated by Chapter 5.12 BMC.~~ This use classification does not include adult businesses, nor any establishment engaged in gambling or betting.

~~1. Card room, game center, billiard parlor.~~

~~2. Limited. Indoor movie theaters and performing arts theaters.~~

L. Eating and Drinking Establishments. Businesses serving prepared food or beverages for consumption on or off the premises, not including cannabis or cannabis products.

1. With Wine and Beer Service. Alcoholic beverages served are limited to wine and beer.
2. With full alcoholic beverage service. Alcoholic beverages served include distilled spirits.
3. With Live Entertainment. Establishments offering live entertainment, as defined in Chapter 17.12 BMC (Definitions).

~~4. With Take-Out Service. Establishments at which 20 percent or more of the transactions are sales for off-site consumption, and which serve or deliver prepared food to persons in vehicles or have more than two work stations at which employees package or service prepared food and receive payment.~~

~~A~~4. Drive-Up. Service from a building to persons in vehicles through an outdoor service window.

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~~5. Limited. Establishments that do not serve persons in vehicles.~~

~~6. Truck Stop. A facility geared primarily to providing services for truckers, including on-site fueling, repair and servicing of freight trucks; restaurant facilities; restrooms; towing services; overnight accommodations and related services.~~

~~6~~5. Mobile Food Vending. The sale of ready-to-consume prepared foods from vehicles ~~located on private property or approved public property~~ on a semi-permanent basis during hours of operation. ~~Vehicular~~ Mobile food vending generally has the following characteristics:

a. Food and beverages are ordered and served from a take-out counter that is integral to the vehicle;

b. Food and beverages are paid for prior to consumption;

c. Food and beverages are served in disposable wrappers, plates or containers; and

d. Food and beverages are prepared and sold for primarily off-site consumption with limited on-site consumption.

6. Night Club. A facility serving alcoholic beverages for on-site consumption and providing live entertainment, examples of which include live music and/or dancing, comedy, etc. after 10:00 p.m. one or more nights per week. Does not include adult oriented businesses.

M. Food and Beverage Sales. Retail sales of food and beverages for off-site preparation and consumption, not including cannabis or cannabis products. Typical uses include groceries, liquor stores, or delicatessens. Establishments at which 20 percent or more of the transactions are sales of prepared food for on-site or take-out consumption shall be classified as “catering services” or “eating and drinking establishments.”

1. Alcoholic Beverage Sales – Off-premise. The retail sale of beer, wine, and/or spirits in sealed containers for off-premise consumption as a primary business activity. Does not include alcohol sales that are conducted on a temporary basis pursuant to a day license or equivalent permit from the California Department of Alcoholic Beverage Control, nor sales that are accessory to and part of a beverage tasting facility, microbrewery, market or similar use.

2. “Convenience market.” ~~means~~ The retail sales of food, beverages and small convenience items primarily for off-premises consumption and typically found in establishments with long or late hours of operation and a relatively small building. This definition excludes delicatessens and other specialty food shops and establishments having a sizeable assortment of fresh fruits and vegetables, and fresh cut meat.

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Health/Fitness Facilities. Establishments primarily engaged in providing physical fitness services, exercise equipment, and related activities for the improvement or maintenance of physical health and well-being. This classification includes gyms, health clubs, yoga studios, and similar establishments offering exercise classes, personal training, cardiovascular equipment, weight training equipment, and other fitness-related services.

Sports and Entertainment, Assembly. A facility that provides for indoor or outdoor spectator-oriented sports including sports stadiums, arenas, or tournament facilities; and outdoor amusement facilities such as amusement parks, mini-golf, etc.

Truck Stop. A facility geared primarily to providing services for truckers, including on-site fueling, repair and servicing of freight trucks; restaurant facilities; restrooms; towing services; overnight accommodations and related services.

Section 8.

Section 17.16.050 (Accessory use classifications) of Chapter 17.16 (Use Classifications of Title 17 (Zoning) of the Benicia Municipal Code is hereby amended to modify the use classification for Accessory Uses and Structures as follows:

A. Accessory Uses and Structures. Uses and structures that are incidental to the principal permitted or conditionally permitted use or structure on a site and are customarily found on the same site. This classification includes accessory dwelling units, home-based businesses ~~occupations~~, and construction trailers.

Section 9.

Section 17.24.020 (RS, RM, RH and HZ districts – Land use regulations) of Chapter 17.24 (Residential 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:

RS, RM, RH and HZ Districts: Land Use Regulations

P – Permitted
U – Use Permit
L – Limited (See "Additional Use Regulations")
– – Not Permitted

	RS	RM	RH	HZ	Additional Regulations
Residential					(A)~~(B)(C)N)~~
Family Day Care, Large	P	P	P	P	~~(P)~~
Family Day Care, Small	P	P	P	P	
Group Residential	–	U	U	U	~~(D)(E)~~ L-1
Multifamily Residential	–	P	P	P	~~(E)~~ L-1

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RS, RM, RH and HZ Districts: Land Use Regulations

P – Permitted
U – Use Permit
L – Limited (See "Additional Use Regulations")
– – Not Permitted

	RS	RM	RH	HZ	Additional Regulations
Residential Care, Limited	P	P	P	P	L-1
Single-Family Residential	P	P	P	–	~~(M)~~ L-1
Supportive Housing	P	P	P	P	L-1
Transitional Housing	P	P	P	P	L-1
Commercial Uses					
Conference and Meeting Facilities	U	U	U	–	
Eating and Drinking Establishments	–	–	–	P	~~(S)~~ L-2
Food and Beverage Sales	–	–	–	P	~~(S)~~ L-2
Horticulture, Limited	~~L1~~ U	~~L1~~ U	~~L1~~ U	~~L1~~ U	~~(Q)~~ ~~L-1~~ L-3
Personal Services	–	–	–	P	~~(S)~~ L-2
Public and Semipublic					
Adult Day Health Care	U	U	U	U	
Bed and Breakfast Inns	~~L3~~ U	~~L3~~ U	~~L3~~ U	–	~~L-3~~ L-4
Clubs and Lodges	~~L6~~ U	U	U	U	L-5
Convalescent Facilities	–	U	U	U	
Cultural Institutions	–	U	U	U	
Day Care Center	~~U~~ P	~~U~~ P	P	P	~~(S)~~ L-2, L-6
Emergency Shelter	–	~~L4~~ P	–	–	~~L4~~ (B)
Park and Recreation Facilities	~~L2~~ P	~~L2~~ P	~~L2~~ P	~~L2~~ P	~~L-2~~ ~~(F)~~ L-7
Public Safety Facilities	U	U	U	U	
Religious Assembly	U	U	U	U	~~(O)~~
Residential Care, General	P	P	P	P	
Schools, Public or Private	U	U	U	–	
Utilities, Major	–	–	–	–	

EXHIBIT A

RS, RM, RH and HZ Districts: Land Use Regulations

P – Permitted
U – Use Permit
L – Limited (See "Additional Use Regulations")
– – Not Permitted

	RS	RM	RH	HZ	Additional Regulations
Waste Facility	–	–	–	–	
Utilities, Minor	P	P	P	P	
~~Visitor Accommodation~~	~~-~~	~~-~~	~~-~~	~~-~~	~~(E)~~
Accessory Uses	P/U	P/U	P/U	P/U	~~(A)(G)(H)(I)(J)(K)(Q)~~
Accessory Dwelling Unit	P	P	P	P	~~(H)~~ (C)
Cottage Food Operations	P	P	P	P	~~(G)~~ (D)
Donation and Collection Bins	P~~L5~~	P~~L5~~	P~~L5~~	P~~L5~~	~~L-5~~ ~~(R)~~ L-8, (E)
Home-Based Businesses	P	P	P	P	~~(G)~~ (D)
Short-Term Rentals	P	P	P	P	~~(E)~~ (F)
Temporary Uses					
Commercial Filming, Limited	P	P	P	P	
Personal Property Sales	P	P	P	P	
Street Fairs	U	U	U	U	
Nonconforming	~~-~~	~~-~~	~~-~~	~~-~~	~~(N)~~ (G)
Other Uses					
Cultivation of Cannabis for Personal Use, Indoors or Outdoors (Residential Cultivation of Cannabis)	P	P	P	P	~~(Q)~~ (H)

RS, RM, and RH Districts: Additional Use Regulations

L-1 Residential use shall be allowed by right for housing development projects on vacant sites designated in two consecutive prior housing elements and nonvacant sites designated in one prior housing element, as described in Chapter III, Sites Inventory, and shown in Appendix D, Table A of the housing element, pursuant to Government Code Section 65583.2(i) where at least 20 percent of units are provided as affordable to extremely low-, very low- or low-income households.

L-2 In the HZ district, ~~U~~uses are permitted on the ground floor of multifamily residential buildings when not exceeding 20 percent of gross floor area.

L-~~1~~3 Use permit required, and no on-site retail sales permitted. Shall not include cannabis cultivation.

L-~~3~~4 ~~Community development~~ Development services director use permit required.

~~L-4 See BMC 17.70.390, Emergency shelter.~~

L-~~6~~5 In the RS district, ~~O~~only youth centers may be permitted with approval of a use permit, if operated by a public or non-profit organization and located within a half-mile of a secondary school.

L-6 In the RS and RM districts, a day care center is a permitted use only when operated on the grounds within the facilities of a duly permitted religious assembly or school.

L-~~2~~7 Limited to facilities on sites of fewer than two acres. Use permit required for private noncommercial facilities, including swim clubs and tennis clubs.

L-~~5~~8 Only permitted when accessory to a duly permitted club, lodge, cultural institution, religious assembly or school.

(A) See BMC 17.70.300, Animals.

(B) See BMC 17.70.390, Emergency shelter.

(C) See BMC 17.70.060, Accessory dwelling units.

(D) See BMC 17.70.370, Cottage food operations, and BMC 17.70.070, Home ~~occupations~~ based businesses.

(E) See BMC 17.70.410, Donation and collection bins.

(F) See BMC 17.70.450, Short-term rentals.

(G) See Chapter 17.98 BMC, Nonconforming Uses and Structures.

(H) See Chapter 17.84 BMC, Cannabis.

~~(A) See BMC 17.70.020, Relocated buildings (use permit required).~~

~~(B) Residential use shall be allowed by right for housing development projects on vacant sites designated in two consecutive prior housing elements and nonvacant sites designated in one prior housing element, as described in Chapter III, Sites Inventory, and shown in Appendix D, Table A of the housing element, pursuant to Government Code Section 65583.2(i) where at least 20 percent of units are provided as affordable to extremely low-, very low- or low-income households.~~

~~(C) Approval of a use permit shall require a finding that (1) the proposed use will have no significant unmitigated environmental impacts; and (2) the building design is compatible with surrounding buildings.~~

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~~(D) Design review shall be required; see Chapter 17.108 BMC.~~

~~(E) For visitor accommodations accessory to a dwelling unit, see BMC 17.70.450, Short-term rentals.~~

~~(F) Limited to facilities on sites of fewer than two acres.~~

~~(G) See BMC 17.70.370, Cottage food operations, and BMC 17.70.070, Home occupations~~.

~~(H) See BMC 17.70.050, Nonresidential accessory structures, and BMC 17.70.060, Accessory dwelling units.~~

~~(I) See BMC 17.74.190, Driveways and carports – Design and location in R districts.~~

~~(J) See BMC 17.70.080, Swimming pools and hot tubs.~~

~~(K) See Chapter 17.104 BMC, Use Permits and Variances.~~

~~(L) See BMC 17.70.280, Manufactured homes.~~

~~(M) See BMC 17.70.300, Animals.~~

~~(N) See Chapter 17.98 BMC, Nonconforming Uses and Structures.~~

~~(O) See BMC 17.70.040, Religious assembly yard requirements.~~

~~(P) Community development director shall issue a permit for large family day care homes caring for nine to 14 children, as defined in Chapter 3.4 of the California Health and Safety Code, upon determining that the proposed large family day care complies with the requirements below. If the proposed large family day care will not be able to conform to the following requirements, the community development director shall refer the application to the planning commission for a use permit as provided in Chapter 17.104 BMC, except that the public notification radius shall be reduced to 300 feet:~~

~~(1) A minimum 300-foot separation is required between all large family day care facilities located on the same street. The separation shall be measured from the closest property lines. For corner properties, the separation shall be measured from the property line of all street frontages.~~

~~(2) No signs, name plates or other advertising shall be affixed to the premises.~~

~~(3) The hours of operation shall not exceed 6:00 a.m. to 8:00 p.m. Monday through Friday.~~

~~(4) The applicant shall maintain a valid state license for a large family day care.~~

~~(5) Noise. The location of the facility, including outdoor play areas, shall be sited to minimize noise impacts on neighboring properties. Noise levels shall comply with the standards identified in the general plan.~~

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~~(6) Outdoor Play Areas. Outdoor play areas shall be:~~

~~a. Fully enclosed by a natural barrier, wall, solid fence, or other solid structure having a maximum height of six feet; and~~

~~b. Physically separated from driveways, streets, and parking.~~

~~(7) Adequate parking shall be provided for employees of the large family day care and for pick-up and drop-off of children at the home in accordance with the following standards:~~

~~a. Parking shall comply with BMC 17.74.030, Off-street parking and loading spaces required;~~

~~b. Adequate space shall be available for the safe pick-up and delivery of children to the day care home; and~~

~~c. Vehicles for all day care employees, visitors, and potential clients associated with the day care shall not block driveway entrances and shall park in a legal parking space along the street.~~

~~The criteria above shall be incorporated as required operational standards for all large family day care homes.~~

~~A permit for a large family day care that is not operated in compliance with these regulations or that is in violation of any law or ordinance in connection with large family day care homes or has a currently suspended or revoked state license, shall be revoked by the community development director after 30 days' written notice unless the large family day care is altered to comply.~~

~~(Q) See Chapter 9.60 BMC, Cannabis Public Safety License, and Chapter 17.84 BMC, Cannabis.~~

~~(R) See BMC 17.70.410, Donation and collection bins.~~

~~(S) Uses are permitted on the ground floor of multifamily residential buildings when not exceeding 20 percent of gross floor area.~~

Section 10.

Section 17.24.030 (RS, RM, RH and HZ districts – Property development regulations) of Chapter 17.24 (Residential Districts) of Title 17 (Zoning) of the Benicia Municipal Code is hereby amended to modify the property development regulations table and additional regulations as follows:

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RS, RM, RH and HZ Districts: Property Development Regulations

	Districts				Additional Regulations
	RS	RM	RH	HZ	(T)
Site Area per Unit (sq. ft.)	6,000	3,000	2,000	580	
With density bonus for:					
Low- or Moderate-Income Housing	4,800	2,400	1,600	–	(A)
Elderly Housing	–	2,000	1,300	–	(A)
Low-Income Elderly Housing	–	1,500	1,000	–	(A)
Minimum Site Area (sq. ft.)	6,000	6,000	7,500	20,000	(B)(C)(D)
Minimum Site Width (ft.)	60	60	60	60	(R)(S)
Minimum Yards:					(V)
Front (ft.)	20	20	20	10	(E)(F)
Side (ft.)	5	6; 10	6; 10	10	(E)(G)(H)
Corner Side (ft.)	10	15	15	10	(E)
Rear (ft.)	15	15	15	15	(E)(G)
Courts					(I)
Maximum Height (ft.)	30	35	35	72	(J)(K)(U)
Maximum Coverage	40%	45%	50%	75%	
Maximum Nonresidential (FAR)	0.4	0.45	0.5	–	(L)
Open Space					(M)
Minimum Site Landscaping	35%	30%	30%	10%	(N)(O)
Fences and Walls					(P)
Off-Street Parking and Loading					(Q)
Signs	See Chapter 17.78 BMC				
Relocated Buildings	See BMC 17.70.020~~, Relocated buildings (use permit required).~~				
Accessory Structures	See BMC 17.70.050, ~~Nonresidential accessory structures~~ and 17.74.190 ~~Driveways and carports – Design and location in R districts~~				
Swimming Pools and Hot Tubs	See BMC 17.70.080~~, Swimming pools and hot tubs.~~				

EXHIBIT A

RS, RM, RH and HZ Districts: Property Development Regulations

	Districts				Additional Regulations
	RS	RM	RH	HZ	(T)
Outdoor Facilities	See BMC 17.70.200, Outdoor facilities, and BMC 17.70.250, Satellite antennas and microwave equipment				
Screening of Mechanical Equipment	See BMC 17.70.210 and 17.70.250				
Refuse Storage Areas	See BMC 17.70.220				
Underground Utilities	See BMC 17.70.230				
Performance Standards	See BMC 17.70.240				
Nonconforming Structures	See Chapter 17.98 BMC				

RS, RM, RH and HZ Districts: Additional Development Regulations

(V) See BMC 17.70.040, Religious assembly yard requirements.

Section 11.

Table 17.26-1 (MU-I Allowed Uses and Permits Required) of Section 17.26.020 (Mixed use infill (MU-I) district) of Chapter 17.26 (Mixed Use 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:

Table 17.26-1: MU-I Allowed Uses and Permits Required

Land Use	~~Permit~~ MU-I	Additional Regulations
Residential Uses		(A)
Family Day Care, Large	~~L-1~~ P	
Family Day Care, Small	P	~~L-2~~ L-1
Group Residential	~~L2~~ P	~~L-2~~ L-1
Work/Live Quarters	~~L2~~ P	~~L-2~~ L-1
Multifamily Residential	~~L2~~ P	~~L-2~~ L-1
Residential Care, Limited	~~L2~~ P	~~L-2~~ L-1
Supportive Housing	~~L2~~ P	~~L-2~~ L-1
Transitional Housing	~~L2~~ P	~~L-2~~ L-1
Public and Semipublic Uses		
Adult Day Health Care	U	

Table 17.26-1: MU-I Allowed Uses and Permits Required

Land Use	~~**Permit**~~ **MU-I**	**Additional Regulations**
Clubs and Lodges	~~L2~~ P	~~L-2~~ L-1
Convalescent Facilities	~~L2~~ P	~~L-2~~ L-1
Cultural Institutions	P	
Day Care Center	U	
Emergency Shelter	~~L4~~ P	~~L-4~~, (B)
Government Offices	~~L2~~ P	~~L-2~~ L-1
Parks and Recreation Facilities	P	
Public Safety Facilities	U	
Religious Assembly	U	
Residential Care, General	P	
Schools, Public or Private	U	
Utilities, Minor	P	
Commercial Uses ~~[1]~~		L-2
Animal Sales and Services		
Animal Grooming	P	
Animal Hospitals	~~L3~~ U	L-3
Animals – Retail Sales	~~L8~~ P	~~L-8~~ L-4
Artists' Studios	P	
Banks and Savings and Loans	P	
Commercial Filming	U	
Commercial Recreation and Entertainment, Indoor	~~U~~ P	
Communication Facilities	U	
Conference and Meeting Facilities	U	
Eating and Drinking Establishments	P	
With Wine and Beer Service	P	
With Full Alcoholic Beverage Service	~~L-5~~ P	L-5
With Live Entertainment	P	L-6
With Outdoor Entertainment	U	
~~With Take-Out Service~~	~~L-6~~	
~~Formula Business~~	~~P~~	

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Table 17.26-1: MU-I Allowed Uses and Permits Required

Land Use	~~Permit~~ MU-I	Additional Regulations
Food and Beverage Sales	P	
Alcoholic Beverage Sales – Off-premise	U	
Health/Fitness Facility	P	
Laboratories	~~L2~~ P	~~L-2~~ L-1
Maintenance and Repair Services	U	
Nurseries	U	
Offices, Business and Professional	~~L2~~ P	~~L-2~~ L-1
Outdoor Entertainment	U	
Personal Improvement Services	P	
Personal Services	P	
Research and Development Services	~~L2~~ P	~~L-2~~ L-1
Retail Sales	P	
Secondhand Appliances/Clothing	P	
Vehicle/Equipment Sales and Services		
Service Stations	~~L7~~ -	L-7
Visitor Accommodations		
Bed and Breakfast Inns	~~L2~~ P	~~L-2~~ L-1
Hotels and Motels	~~L2~~ P	~~L-2~~ L-1
Accessory Uses	P/U	
Accessory Dwelling Unit	P	(C)
Cottage Food Operations	P	(D)
Home-Based Businesses	P	(E)
Short-Term Rentals	P	(F)
Temporary Uses		
Christmas Tree Sales	P	
Commercial Filming, Limited	P	
Religious Assembly	U	
Retail Sales, Outdoor	U	

Table 17.26-1: MU-I Allowed Uses and Permits Required

Land Use	~~Permit~~ MU-I	Additional Regulations
Nonconforming	-	(G)
Other Uses		
Cultivation of Cannabis for Personal Use, Indoors or Outdoors (Residential cultivation of cannabis)	P	(H)
Key: P = Permitted; U = Use Permit; L = Limited (See ~~Notes~~ Additional Regulations)		

~~Notes~~ MU-I Additional Regulations:

~~[1] See BMC 17.26.020(A)(2)(d) for additional permit requirements that apply to commercial uses greater than 3,000 square feet on certain properties fronting Military East and/or East Fifth Street.~~

L-~~2~~1 A use permit is required when the use occupies ground floor space facing the street in locations shown in Figure 17.26-1. In all other locations, the use is permitted ("P"). See BMC 17.26.020(A)(2). For residential use limitations in existing shopping centers, see BMC 17.26.020(A)(3).

L-~~1~~2 See BMC 17.26.020(A)(2)(d) for additional permit requirements that apply to commercial uses greater than 3,000 square feet on certain properties fronting Military East and/or East Fifth Street.

L-3 Permit requirements for animal boarding and animal hospitals are the same as in the CG district. ~~See BMC 17.28.020, Note L15.~~

L-~~8~~4 Permitted use ("P") only in a shopping center. Not allowed in all other locations.

L-5 A ~~bar or tavern~~ drinking establishment which is not part of a larger restaurant and operates between ~~9:00~~ 10:00 p.m. and 7:00 a.m. requires a use permit. ~~All other eating and drinking establishments with full alcoholic beverage service are permitted ("P").~~

L-6 Live entertainment is permitted only when it occurs indoors, is accessory to the primary eating and drinking establishment, and is limited to the hours between 11:00 am to 10:00 pm.

L-7 Only service stations existing in a shopping center as of December 31, 2022, are allowed. A use permit shall be required to replace or make a major alteration to an existing service station. For the purposes of this section, "major alteration" means the construction or alteration of 2,500 square feet or more of new floor area and/or any

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change of use or alteration that would increase the number of parking spaces by 10 percent or more than the total number required prior to the alteration.

~~L-1 Permit requirements for large family day care homes in the mixed use districts are the same as in the residential districts. See BMC 17.24.020(P).~~

~~L-4 See BMC 17.70.390.~~

~~L-6 Only limited take-out service, as defined in Chapter 17.16 BMC, is allowed. Drive-up take-out service is not allowed.~~

(A) See BMC 17.70.300, Animals.

(B) See BMC 17.70.390, Emergency Shelter .

(C) See BMC 17.70.060, Accessory dwelling units.

(D) See BMC 17.70.370, Cottage food operations.

(E) See BMC 17.70.070, Home based businesses.

(F) See BMC 17.70.450, Short-term rentals.

(G) See Chapter 17.98 BMC, Nonconforming Uses and Structures.

(H) See Chapter 17.84 BMC, Cannabis.

Section 12.

Table 17.26-3 (MU-L Allowed Uses and Permits Required) of Section 17.26.030 (Mixed use limited (MU-L) district) of Chapter 17.26 (Mixed Use 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:

Table 17.26-3: MU-L Allowed Uses and Permits Required

Land Use	~~Permit~~ MU-L	Additional Regulations
Residential Uses		(A)
Family Day Care, Large	~~L-1~~ P	
Family Day Care, Small	P	
Group Residential	P	
Work/Live Quarters	P	
Multifamily Residential	P	
Residential Care, Limited	P	
Single-Family Residential	P	
Supportive Housing	P	

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Table 17.26-3: MU-L Allowed Uses and Permits Required

Land Use	~~Permit~~ MU-L	Additional Regulations
Transitional Housing	P	
Public and Semipublic Uses		
Adult Day Health Care	U	
Clubs and Lodges	U	
Convalescent Facilities	U	
Cultural Institutions	P	
Day Care Center	U	
Government Offices	U	
Low-Barrier Navigation Centers	P	
Parks and Recreation Facilities	P	
Residential Care, General	P	
Schools, Public or Private	U	
Utilities, Minor	P	
Public Safety Facilities	U	
Commercial Uses		
Artists' Studios	P	
Health/Fitness Facility	P	L-1
Offices, Business and Professional	~~L2~~ U	L-2
Personal Improvement Services	~~L2~~ U	L-2
Personal Services	~~L2~~ U	L-2
Bed and Breakfast Inns	U	
Accessory Uses	P/U	
Accessory Dwelling Unit	P	(B)
Cottage Food Operations	P	(C)
Home-Based Businesses	P	(D)
Short-Term Rentals	P	(E)
Nonconforming	-	(F)

Table 17.26-3: MU-L Allowed Uses and Permits Required

Land Use	~~Permit~~ MU-L	Additional Regulations
Other Uses		
Cultivation of Cannabis for Personal Use, Indoors or Outdoors (Residential cultivation of cannabis.)	P	(G)
Key: P = Permitted; U = Use Permit; L = Limited (See ~~Notes~~ Additional Regulations)		

~~Notes~~ MU-L Additional Regulations:

L-1: ~~Permit requirement the same as in the residential districts. See BMC 17.24.020(E).~~ Health/fitness facilities are permitted; except that a use permit shall be required for facilities that are open for business prior to 7:00 a.m. Monday through Saturday, or prior to 8:00 a.m. Sunday, or after 10:00 p.m. any day of the week

L-2: ~~Community development~~ Development services director use permit required.

(A) See BMC 17.70.300, Animals.

(B) See BMC 17.70.060, Accessory dwelling units.

(C) See BMC 17.70.370, Cottage food operations.

(D) See BMC 17.70.070, Home based businesses.

(E) See BMC 17.70.450, Short-term rentals.

(F) See Chapter 17.98 BMC, Nonconforming Uses and Structures.

(G) See Chapter 17.84 BMC, Cannabis.

Section 13.

Section 17.28.010 (Specific purposes) of Chapter 17.28 (Commercial Districts) of Title 17 (Zoning) of the Benicia Municipal Code is hereby amended to strike subsection A.10 as follows:

A. In addition to the general purposes listed in Chapter 17.04 BMC, the specific purposes of commercial districts are to:
   1. Provide appropriately located areas consistent with the general plan for a full range of office, retail commercial, and service commercial uses needed by residents of, and visitors to, the city and region;
   2. Strengthen the city's economic base, and provide employment opportunities close to home for residents of the city and surrounding communities;
   3. Create suitable environments for various types of commercial uses, and protect them from the adverse effects of inharmonious uses;

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4. Minimize the impact of commercial development on adjacent residential districts;
5. Ensure that the appearance and effects of commercial buildings and uses are harmonious with the character of the area in which they are located;
6. Provide opportunities for residential development on the site of commercial development or on separate sites in certain commercial districts;
7. Ensure the provision of adequate off-street parking and loading facilities;
8. Provide sites for public and semipublic uses needed to complement commercial development or compatible with a commercial environment;
9. Preserve a balanced mix of locally, regionally, and nationally based businesses and small and medium sized businesses to maintain and promote the long-term economic health of businesses and the community as a whole;
10. ~~Regulate the location and operation of formula businesses in order to maintain the city's unique historic small town character, the diversity and economic vitality of the community's commercial districts and the quality of life of Benicia residents.~~

Section 14.

Section 17.28.020 (CC, CO, CG and CW districts – Land use regulations) of Chapter 17.28 (Commercial 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:

CC, CO, CG, and CW Districts: Land Use Regulations

P – Permitted
U – Use Permit
L – Limited (See "Additional Use Regulations")
– – Not Permitted

	CC	CO	CG	CW	Additional Regulations
Residential					~~(A)~~
Group Residential	–	–	U	–	L-1
Work/Live Quarters	P	–	P	P	L-1
Multifamily Residential	~~L1~~ P	~~L1~~ P	–	P	L-1, L-2
Residential Care, Limited	~~L1~~ P	~~L1~~ P	–	P	L-1, L-2
Single-Family Residential	~~L1~~ P	~~L1~~ P	–	~~L1~~ P	L-1, L-2
Supportive Housing	P	P	–	P	L-1
Transitional Housing	~~L1~~ P	~~L1~~ P	–	~~L21~~ P	L-1, L-2

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CC, CO, CG, and CW Districts: Land Use Regulations

P – Permitted
U – Use Permit
L – Limited (See "Additional Use Regulations")
– – Not Permitted

	CC	CO	CG	CW	Additional Regulations
Public and Semipublic					
Adult Day Health Care	U	U	–	U	
Clubs and Lodges	U	U	P	P	
Cultural Institutions	U	U	P	P	
Day Care Center	~~U~~ P	U	–	U	L-3
Emergency Shelter	–	~~L20~~ P	~~L20~~ P	–	~~L-20~~ (A)
Government Offices	P	P	P	P	
Hospitals	–	U	U	–	
Low-Barrier Navigation Center	P	P	–	P	
Park and Recreation Facilities	–	–	–	P	~~(B)~~
Public Safety Facilities	U	U	U	U	
Religious Assembly	P	U	U	U	~~(K)~~
Residential Care, General	~~L1~~ P	~~L1~~ P	–	~~L1~~ P	~~L-1~~ L-2
Schools, Public or Private	U	–	–	–	
Utilities, Major	U	U	U	U	
Waste Facility	–	–	–	–	
Utilities, Minor	P	P	P	P	
Commercial Uses					~~(A)~~
Adult Businesses	–	–	P	–	~~(C)~~ (B)
Ambulance Services	–	–	P	–	
Animal Sales and Services					
Animal Boarding	–	–	~~L15~~ P	–	~~L-15~~ L-4
Animal Grooming	~~L15~~ P	–	P	–	~~L-15~~ L-4
Animal Hospitals	–	~~L15~~ P	~~L15~~ P	–	~~L-15~~ L-4
Animals – Retail Sales	–	–	P	P	

EXHIBIT A

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CC, CO, CG, and CW Districts: Land Use Regulations

P – Permitted
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L – Limited (See "Additional Use Regulations")
– – Not Permitted

	CC	CO	CG	CW	Additional Regulations
Artists' Studios	P	P	P	P	
Banks and Savings and Loans	–	P	P	–	
Banks and Savings and Loans with Drive-Up Service	–	U	U	–	
Building Materials and Services	–	–	P	–	
Catering Services	P	P	P	P	
Commercial Filming	U	U	U	U	
Commercial Recreation and Entertainment, Indoor	U	~~L12~~ -	~~U~~ P	~~U~~ -	
~~Card Room, Game Center, Billiard Parlor~~	~~-~~	~~-~~	~~U~~	~~U~~	~~(D)~~
Communication Facilities	–	–	P	–	
Conference and Meeting Facilities	U	U	~~L17~~ P	~~L17~~ P	~~L-17~~ L-5
Eating and Drinking Establishments	P	P	P	P	
With Wine and Beer Service	P	P	P	P	
With Full Alcoholic Beverage Service	~~U~~ P	~~U~~ P	~~U~~ P	~~U~~ P	L-6
With Live Entertainment	–	–	~~U~~ P	~~U~~ P	L-7, (C)
~~With Take-Out Service~~	~~U~~	~~-~~	~~P~~	~~P~~	~~(E)~~
With Drive-Up	U	–	P	–	~~(Q)~~ L-8
~~Formula Business~~	~~U~~	~~-~~	~~L19~~	~~-~~	~~(L)~~
~~Limited~~	~~P~~	~~P~~	~~P~~	~~P~~	
~~Truck Stop~~	~~=~~	~~=~~	~~U~~	~~=~~	
Food and Beverage Sales	~~L4~~ P	–	~~L4~~ P	~~L4~~ P	~~L-4~~ L-9
Alcoholic Beverage Sales – Off-premise	-	-	U	-	
Convenience Market	U	-	U	U	L-10
Funeral and Interment Services	~~L7~~ P	~~L6~~ U	~~L7~~ P	–	~~L-7~~ L-11
Health/Fitness Facility	P	P	P	-	L-12
Laboratories	–	P	P	–	
Maintenance and Repair Services	–	–	P	–	
Marinas	–	–	–	P	

EXHIBIT A

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CC, CO, CG, and CW Districts: Land Use Regulations

P – Permitted
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L – Limited (See "Additional Use Regulations")
– – Not Permitted

	CC	CO	CG	CW	Additional Regulations
Marine Sales and Services	–	–	–	P	
Nurseries	U	–	P	–	
Offices, Business and Professional	P	P	P	P	
Outdoor Entertainment	U	U	U	U	~~(O)~~ (D)
Pawn Shops	–	–	P	–	
Personal Improvement Services	~~L8~~ U	U	~~L8~~ U	–	~~L-8~~ L-13
Personal Services	P	~~L13~~ P	P	P	~~L-13~~ L-14
Research and Development Services	–	–	P	–	
Retail Sales	P	–	P	P	
Secondhand Appliances/Clothing	–	–	P	–	
Sports and Entertainment, Assembly	-	-	U	-	
Swap Meet, Recurring	–	–	U	–	
Truck Stop	=	=	U	=	
Vehicle/Equipment Sales and Services					
Automobile Rentals	–	–	~~L10~~ U	–	~~L-10~~ L-15
Automobile Washing	–	–	U	–	
Service Stations	~~L11~~ U	–	U	–	~~L-11~~ L-16, (E)
Vehicle/Equipment Repair	–	–	~~L16~~ U	–	~~L-16~~ L-17
Vehicle/Equipment Sales and Rentals	–	–	P	–	
Visitor Accommodations					
Bed and Breakfast Inns	~~L16~~ U	~~L16~~ U	P	P	~~L-16~~ L-17
Hotels and Motels	–	–	P	P	
Accessory Uses	P/U	P/U	P/U	P/U	~~(H)~~

CC, CO, CG, and CW Districts: Land Use Regulations

P – Permitted
U – Use Permit
L – Limited (See "Additional Use Regulations")
– – Not Permitted

	CC	CO	CG	CW	Additional Regulations
Donation and Collection Bins	~~L22~~ P	~~L22~~ P	P	~~L22~~ P	~~L-22 (P)~~ L-18, (F)
Home-Based Businesses	P	P		P	(G)
Temporary Uses					
Animal Shows	–	–	U	–	
Christmas Tree Sales	P	P	P	P	
Circuses and Carnivals	–	–	U	U	
Commercial Filming, Limited	P	P	P	P	
Religious Assembly	P	U	U	U	
Retail Sales, Outdoor	U	U	U	U	
Swap Meets					
Nonrecurring	U	U	U	U	
Nonconforming	–	–	–	–	~~(I)~~ (H)
Other Uses					
Cultivation of Cannabis for Personal Use, Indoors or Outdoors (Residential cultivation of cannabis)	P	P	P	P	(I)
Cannabis Laboratories	–	U	–	–	~~(N)~~ (I)
Cannabis Retail Operation	U	–	U	U	~~(N)~~ (I)

CC, CO, CG, and CW Districts: Additional Use Regulations

L-1 Residential use shall be allowed by right for housing development projects on vacant sites designated in two consecutive prior housing elements and nonvacant sites designated in one prior housing element, as described in Chapter III, Sites Inventory, and shown in Appendix D, Table A of the housing element, pursuant to Government Code Section 65583.2(i) where at least 20 percent of units are provided as affordable to lower income households.

L-2 ~~*Reserved.*~~ Not permitted on ground level in CC and CO districts.

L-3 ~~*Repealed by Ord. 09-01.*~~ A designated drop-off and pick-up area shall be provided on-site, which shall be designed and constructed in concert with the improvements required to comply with Chapter 17.74 (Off-Street Parking and Loading Regulations).

L-~~15~~4 ~~Community development~~ Development services director use permit required if the following conditions exist: ~~. If the following conditions are met, the community development director may waive the use permit requirement and approve the use upon issuance of a zoning permit:~~

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-5 Development servuces director use permit required for facilities holding outdoor events or activities. Indoor-only use is permitted.

L-6 A drinking establishment that is not part of a larger restaurant and operates between 10:00 p.m. to 7:00 a.m. requires a use permit. All other eating and drinking establishments with full alcoholic beverage service are permitted ("P").

L-7 Live entertainment that occurs indoors, is accessory to the primary eating and drinking establishment, and is limited to the hours between 11:00 am to 10:00 pm is permitted. A use permit is required for all other live entertainment.

L-8 Eating and drinking establishments with drive-up facilities shall be designed to comply with the following requirements for vehicle stacking:

1. Each stacking lane shall be separated from the circulation route necessary for ingress and/or egress from the property, or access to any parking space.
2. Stacking lanes shall not cross or pass through off-street parking areas or marked pedestrian accessways.
3. Stacking lanes for drive-through facilities shall have the following minimum widths: one lane – 12 feet; two or more lanes – 10 feet per lane.
4. Stacking lanes for drive-through facilities shall not be located in the required front or corner side yard.

L-~~3~~9 A use permit is required for establishments occupying more than 1,500 square feet.

L-~~4~~10 ~~A use permit is required for establishments occupying more than 1,500 square feet and for convenience markets~~. Except as provided below, convenience markets shall not be located within 500 feet of a site occupied by a public or private school, park

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or recreational facilities, and no exterior vending machines shall be permitted. A convenience market may be located within 500 feet of a site occupied by park or recreational facilities if the proposed convenience market is within 500 feet of an existing retail food and beverage sales establishment. Convenience markets may be operated only between the hours of 6:00 a.m. and 10:00 p.m. Longer hours are permitted only if they would not have an adverse effect on neighborhood uses.

L-~~7~~11 Only mortuaries may be allowed.

L-12 ~~Health/fitness clubs allowed, subject to a use permit.~~ Health/fitness facilities are permitted; except that in the CC District a use permit shall be required for facilities that are open for business prior to 7:00 a.m. Monday through Saturday, or prior to 8:00 a.m. Sunday, or after 10:00 p.m. any day of the week

L-~~8~~13 ~~Community development~~ Development services director use permit required ~~only~~ for dance and music studios if the following conditions exist ~~. If the following conditions are met, the community development director may waive the use permit requirement and approve the use upon issuance of a zoning permit~~:

1. The proposed use is not located in an existing structure which is completely enclosed and soundproofed, or is located at least 300 feet away from the property line of the nearest residential use;
2. The proposed use will ~~not~~ operate prior to 7:00 a.m. Monday through Saturday, or prior to 8:00 a.m. Sunday, or after 10:00 p.m. any day of the week.

L-~~13~~14 No self-service laundries permitted in CO district.

L-~~10~~15 ~~Use permit required o~~Only ~~for~~ limousine and taxi service may be allowed.

L-~~11~~16 No repair services are permitted in CC district~~, and a use permit is required~~.

L-~~16~~17 ~~Community development~~ Development services director use permit required.

L-~~22~~18 Only permitted in CC, CO and CW districts when accessory to a duly permitted club, lodge, cultural institution, religious assembly or school.

~~L-5 *Reserved.*~~

~~L-6 Only mortuaries allowed, subject to a use permit.~~

~~L-9 Only limousine or taxi service, subject to a use permit.~~

~~L-14 *Repealed by Ord. 11-04.*~~

~~L-17 Staff use permit required for facilities holding outdoor events or activities.~~

~~L-18 Residential uses established prior to January 1, 1993, are permitted. New residential units created after that date are not permitted on ground level facing a street.~~

~~New residential units are permitted on the first floor behind an allowed nonresidential use facing a street.~~

~~L-19 Formula businesses are a permitted use in the CG zone except for the Solano/Davies Square areas (bounded by Military, N and West and East Second Streets) where a use permit is required.~~

~~L-20 See BMC 17.70.390, Emergency shelter.~~

~~L-21 Not permitted on ground level for a single dwelling unit.~~

~~(A) See BMC 17.70.020, Relocated buildings (use permit required).~~ See BMC 17.70.390, Emergency shelter.

~~(C)~~(B) An adult business offering live entertainment shall be subject to the requirements of Chapters 5.44 and 17.102 BMC.

(C) See BMC 17.70.100, Live entertainment.

~~(O)~~(D) See BMC 17.70.400, Outdoor entertainment.

~~(F)~~(E) See BMC 17.70.110, Service stations, vehicle/equipment repair, and automobile washing.

~~(P)~~(F) See BMC 17.70.410, Donation and collection bins.

(G) See BMC 17.70.070, Home based businesses.

~~(J)~~(H) See Chapter 17.98 BMC, Nonconforming Uses and Structures.

~~(N)~~(I) See Chapter 9.60 BMC, Cannabis Public Safety License, and Chapter 17.84 BMC, Cannabis.

~~(A) See BMC 17.70.020, Relocated buildings (use permit required).~~

~~(B) Residential use shall be allowed by right for housing development projects on vacant sites designated in two consecutive prior housing elements and nonvacant sites designated in one prior housing element, as described in Chapter III, Sites Inventory, and shown in Appendix D, Table A of the housing element, pursuant to Government Code Section 65583.2(i) where at least 20 percent of units are provided as affordable to lower income households.~~

~~(D) See BMC 17.70.290, Game centers.~~

~~(E) See BMC 17.70.090, Eating and drinking establishments with take-out service.~~

~~(G) See BMC 17.70.050, Nonresidential accessory structures.~~

~~(H) See BMC 17.70.080, Swimming pools and hot tubs.~~

~~(I) See Chapter 17.104 BMC, Use Permits and Variances.~~

~~(K) See BMC 17.70.040, Religious assembly yard requirements.~~

~~(L) See BMC 17.70.350, Formula businesses.~~

~~(M) Intentionally omitted.~~

~~(Q) Eating and drinking establishments with drive-up facilities shall be designed to comply with the following requirements for vehicle stacking:~~

~~(1) Each stacking lane shall be separated from the circulation route necessary for ingress and/or egress from the property, or access to any parking space.~~

~~(2) Stacking lanes shall not cross or pass through off-street parking areas or marked pedestrian accessways.~~

~~(3) Stacking lanes for drive-through facilities shall have the following minimum widths: one lane — 12 feet; two or more lanes — 10 feet per lane.~~

~~(4) Stacking lanes for drive-through facilities shall not be located in the required front or corner side yard.~~

Section 15.

Section 17.28.030 (CC, CO, CG and CW districts – Property Development Regulations) of Chapter 17.28 (Commercial Districts) of Title 17 (Zoning) of the Benicia Municipal Code is hereby amended to modify the property development regulations table and additional regulations as follows:

CC, CO, CG, and CW Districts: Property Development Regulations

Use Classifications	CC	CO	CG	CW	Additional
Residential development					(A)
Minimum Lot Area (sq. ft.)	10,000	10,000	7,500	5,000	(B)(C)
Minimum Lot Width (ft.)	70	70	60	50	
Minimum Yards:					(T)
Front (ft.)	15	15	10	15	(D)(R)
Side (ft.)	–	–	–	–	(D)(E)(F)(R)
Corner Side Rear (ft.)	–	–	–	–	(D)(E)(F)(R)
Maximum Height (ft.) of Structures	40	40	40	40	(G)(H)
Maximum Lot Coverage	50%	50%	75%	50%	
Maximum Nonresidential FAR	0.8	0.8	1.2	0.8	
Maximum FAR	1.2	1.2	1.2	1.2	(S)
Minimum Site Landscaping	20%	20%	10%	20%	(I)(J)
Outdoor Living Area					(K)(L)
Fences and Walls					(M)(N)

CC, CO, CG, and CW Districts: Property Development Regulations

Use Classifications	CC	CO	CG	CW	Additional
Off-Street Parking and Loading					(O)(P)
Signs	See Chapter 17.78 BMC				
Accessory Structures	See BMC 17.70.050, ~~Nonresidential accessory structures~~				
Relocated Buildings	See BMC 17.70.020~~, Relocated buildings (use permit required).~~				
Swimming Pools and Hot Tubs	See BMC 17.70.080~~, Swimming pools and hot tubs.~~				
Outdoor Facilities	See BMC 17.70.200				(Q)
Screening of Mechanical Equipment	See BMC 17.70.210				(Q)
Refuse Storage Areas	See BMC 17.70.220				
Underground Utilities	See BMC 17.70.230				
Performance Standards	See BMC 17.70.240				
Nonconforming Structures	See Chapter 17.98 BMC				

CC, CO, CG, or CW Districts: Additional Development Regulations
(T) See BMC 17.70.040, Religious assembly yard requirements.

Section 16.

Section 17.32.021 (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					~~(L)~~
Work/Live Quarters	U	–	–	–	L-1 ~~(A)~~
Public and Semipublic					
Adult Day Health Care	U	U	–	U	~~(B)~~ L-1, L-2
Clubs and Lodges	~~L-18~~ P	~~L-18~~ P	–	~~L-18~~ P	~~L-18~~ L-1, L-3
Cultural Institutions	U	U	–	U	L-1

EXHIBIT A

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
Day Care, General	U	U	–	U	~~(B)~~ L-1, L-2
Government Offices	U	U	U	U	L-1
Heliports	~~L1~~ U	~~L1~~ U	~~L1~~ U	~~L1~~ U	L-1, L-4
Maintenance and Service Facilities	P	P	P	–	L-1
Public Safety Facilities	~~L20~~ P	~~L20~~ P	~~L20~~ P	~~L20~~ P	~~L-20~~ L-5
Religious Assembly	U	U	–	U	~~(K)~~ 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	~~(M)~~ (A)
Ambulance Services	P	P	–	P	
Animal Sales and Services					
Animal Boarding	~~L20~~ P	–	–	–	~~L-20~~ L-5
Animal Hospitals	~~L20~~ P	~~L20~~ P	–	–	~~L-20~~ L-5
Artists' Studios	P	–	–	~~L20~~ P	~~L-20~~ L-5
Banks and Savings and Loans	~~L2~~ P	~~L2~~ P	–	~~L2~~ P	L-2 L-7
Building Materials and Services	P	P	~~L12~~ P	~~L20~~ P	~~L-12, L-20~~ L-5, L-8
Cannabis Retail Operation	–	–	–	–	~~(O)~~ (B)
Catering Services	P	P	–	P	
Commercial Filming	~~L20~~ P	~~L20~~ P	~~L20~~ P	~~L20~~ P	~~L-20~~ L-5
Commercial Recreation and Entertainment, Indoor	~~L5~~ -	~~L21~~U	–	~~L5~~ -	L-9
~~Game Center~~	~~L8~~	~~L8~~	~~–~~	~~L8~~	-
Communication Facilities	P	P	P	P	
Eating and Drinking Establishments	~~L4~~ P	~~L4~~ P	~~L4~~ P	~~L4~~ P	~~L-4~~ L-10
Mobile Food Vending	P	P	P	P	~~(N)~~ (C)

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
With Wine and Beer Service	~~L4~~ P	~~L4~~ P	~~L4~~ P	~~L4~~ P	~~L-4~~ L-10
With Full Alcoholic Beverage Service	~~U~~ P	~~U~~ P	~~U~~ P	~~U~~ P	~~L-4~~ L-10, L-11
~~With Take-Out Service~~	~~L4~~	~~L4~~	~~L4~~	~~L4~~	~~(D)~~
~~Limited~~	~~L4~~	~~L4~~	~~L4~~	~~L4~~	~~(D)~~
Food and Beverage Sales	~~L6~~ P	~~L6~~ P	–	~~L7~~ P	~~L-6, L-7~~ L-12, L-13
Funeral and Interment Services	~~L9~~ P	–	–	–	~~L-9~~ L-14
Health/Fitness Facility	P	U	~~–~~	~~–~~	L-15
Horticulture, Limited	P	P	–	–	
Laboratories	P	P	–	P	
Maintenance and Repair Services	P	P	~~L12~~ P	P	~~L-12~~ L-8
Marine Sales and Services	–	–	P	–	
Nurseries	P	P	–	U	
Offices, Business and Professional	–	–	–	~~L13~~ P	~~L-13~~ L-16
Personal Improvement Services	~~L14~~ P	~~L14~~ P	–	~~L14~~ P	~~L-14~~ L-17
Personal Services	~~L10~~ P	~~L10~~ P	–	~~L10~~ P	~~L-10~~ L-18
Research and Development Services	P	P	~~L12~~ P	P	~~L-12~~ L-8
Vehicle/Equipment Sales and Services					
Automobile Washing	U	~~L15~~ P	–	–	~~L-15~~ ~~(E)~~ L-19, (D)
Service Stations	U	~~L16~~ U	~~L12~~ U	U	~~L-12, L-16~~ L-8, L-20
Vehicle/Equipment Repair	~~L17~~ P	~~L17~~ P	–	–	~~L-17~~ L-21
Vehicle/Equipment Sales and Rentals	U	~~L11~~ P	–	–	~~L-11~~ L-22
Vehicle Storage	U	U	~~L12~~ U	–	~~L-12~~ L-8
Warehousing and Storage, Limited	P	P	~~L12~~ P	U	~~L-12~~ L-8
Industrial					
Industry, Custom	P	P	~~L12~~ P	P	~~L-12~~ L-8
Industry, General	–	~~L19~~ P	~~L12~~ P	U	~~L-12~~ ~~L-19~~ L-8, L-23

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IL, IG, IW, and IP Districts: Land Use Regulations

P – Permitted
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– – Not Permitted

	IL	IG	IW	IP	Additional Regulations
Industry, Limited	P	P	~~L-12~~ P	P	~~L-12~~ L-8
Small-Scale	P	P	~~L-12~~ P	P	~~L-12~~ L-8
Industry, Research and Development	P	P	~~L-12~~ P	P	~~L-12~~ L-8
Industry, Technology	P	P	~~L-12~~ P	P	~~L-12~~ L-8
Port Terminals	–	–	P	–	
Wholesaling, Distribution and Storage					
Wholesaling and Distribution	P	P	~~L-12~~ P	U	~~L-12~~ L-8
Warehousing and Transportation	P	P	~~L-12~~ P	U	~~L-12~~ L-8
Trucking Terminal/Freight Transfer Station	U	U	~~L-12~~ P	–	~~L-12~~ L-8
Package Distribution	P	P	~~L-12~~ P	U	~~L-12~~ L-8
Agricultural and Extractive Uses					~~(I)~~ ~~(L)~~
Mining and Processing	–	U	–	–	L-1
Accessory Uses	P/U	P/U	P/U	P/U	~~(F)(G)(H)(L)~~ L-1, (E)
Temporary Uses					~~(G)(J)(L)~~
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	-	-	-	-	~~(I)~~ (F)
Other Uses					
Cannabis Cultivation Operation	U	U	U	U	~~(O)~~ (B)

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
Cannabis Delivery-Only Operation	U	U	U	U	~~(O)~~ (B)
Cannabis Distribution	U	U	U	U	~~(O)~~ (B)
Cannabis Manufacturing Operation	U	U	U	U	~~(O)~~ (B)
Cannabis Microbusiness	U	U	U	U	~~(O)~~ (B)
Cannabis Testing Laboratory	U	U	U	U	~~(O)~~ (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~~, Chapter 4, p. 178.~~)
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-~~1~~3 Only trade union halls, including their accompanying business offices, are permitted.

L-~~1~~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-~~2~~5 ~~Community development~~ Development services director use permit required if the following conditions exist~~. If the following conditions are met, the community development director may waive the use permit requirement and approve the use upon issuance of a zoning permit~~:

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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-~~2~~7 Only automatic teller machines allowed.

L-~~12~~8 In IW district, ~~O~~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 fronting along Bayshore Road or along East Second Street between Stone Road and Wanger Street.

L-~~4~~10 Permitted as a secondary use in a building occupying no more than 2,500 square feet of the building area. A ~~community~~ 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-~~6~~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-~~7~~13 In IP district, ~~O~~only delicatessens and food stores occupying fewer than 1,000 square feet are permitted.

L-~~9~~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-~~13~~16 Medical/dental offices, insurance brokerage offices, and real estate brokerage offices not permitted.

L-~~14~~17 Only business and trade schools permitted.

L-~~10~~18 Only beauty shops and barbershops permitted.

L-~~15~~19 Only truck tractor and trailer washing permitted.

L-~~16~~20 Only stations offering controlled services to individual uses within an industrial area are allowed, subject to a use permit.

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L-~~17~~21 Only truck and equipment repair primarily serving industrial activities are permitted by right; a ~~community~~ development services director use permit ~~is required~~ may be granted for automobile repair and for repair services that cater to the general public if the following conditions exist~~. If the following conditions are met, the community development director may waive the use permit requirement and approve the use upon issuance of a zoning permit~~:

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-~~11~~22 New or used automobile, truck or motorcycle retail sales shall be permitted only as an accessory to wholesale operations.

L-~~19~~23 In IG district, ~~G~~general industrial uses are permitted by right except that a use permit is required for oil and gas refining.

~~L-3 Use permit required only for equipment rentals and retail sales.~~

~~L-5 Only health fitness clubs and tennis/racquetball clubs are permitted as the principal use in a structure, subject to a use permit. Other activities regulated under this use classification are permitted as a secondary use within a building, occupying no more than 1,000 square feet of the building floor area.~~

~~L-8 Only game centers with five or fewer games permitted; also see BMC 17.70.290, Game centers.~~

~~L-21 Health fitness clubs, tennis/racquetball clubs, and recreational facilities such as batting cages, indoor golf driving ranges, and firing and archery ranges are permitted within a structure, subject to a use permit when occupying more than 1,000 square feet. All activities regulated under this use classification are permitted when occupying no more than 1,000 square feet of the building floor area.~~

~~(M)~~(A) An adult business offering live entertainment shall be subject to the requirements of Chapters 5.44 and 17.102 BMC.

~~(O)~~(B) See Chapter 9.60 BMC, Cannabis Public Safety License, and Chapter 17.84 BMC, Cannabis.

~~(N)~~(C) ~~Mobile food vending shall be subject to the requirements of~~ See BMC 17.70.380, Mobile food vendors.

~~(E)~~(D) See BMC 17.70.110, Service stations, vehicle/equipment repair, and automobile washing.

~~(H)~~(E) Maximum: One dwelling unit per site as caretaker's housing.

~~(I)~~(F) See Chapter 17.98 BMC, Nonconforming Uses and Structures.

~~(A) See BMC 17.70.020, Relocated buildings (use permit required).~~

~~(B) Limited to facilities accessory to manufacturing, wholesaling, or distribution, and not exceeding 25 percent of the floor area occupied by the principal use.~~

~~(C) Limited to facilities accessory to manufacturing, wholesaling, or distribution, and not exceeding 25 percent of the floor area occupied by the principal use.~~

~~(D) See BMC 17.70.090, Eating and drinking establishments with take-out service.~~

~~(F) See BMC 17.70.050, Nonresidential accessory structures.~~

~~(G) See Chapter 17.104 BMC, Use Permits and Variances.~~

~~(J) See BMC 17.70.260, Hazardous materials.~~

~~(K) No day care facilities or schools shall be permitted as part of a religious assembly facility.~~

~~(L) 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, Chapter 4, p. 178.)~~

~~(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?~~

Section 17.

Section 17.36.030 (Land use regulations) of Chapter 17.36 (OS Open Space District) of Title 17 (Zoning) of the Benicia Municipal Code is hereby amended to modify the land use regulations table and additional regulations as follows:

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OS District: Land Use Regulations

P – Permitted
U – Use Permit
L – Limited (See "Additional Use Regulations")
– – Not Permitted

	OS	Additional Regulations
Residential		
Employee Housing (for farmworkers)	P	~~(K)~~ (A)
Residential Care, Limited	P	~~(A)~~L-1, (B)
Single-Family Residential	P	~~(A)~~L-1, (B)
Supportive Housing	P	~~(A)~~L-1
Transitional Housing	P	~~(A)~~L-1
Public and Semipublic[1]		
Cemetery	U	~~(F)~~ (C)
Day Care Center	~~U~~ P	~~(I)~~ L-2
Government Offices	~~L-1~~P	~~L-1, (F)~~ L-3, (C)
Parks and Recreation Facilities	P	~~(G)~~ L-4
Public Safety Facilities	P	~~(F)~~ (C)
Religious Assembly	U	~~(F)~~ (C)
Residential Care, General	P	~~(A)~~ L-1, (B)
Utilities, Major	U	~~(F)~~ (C)
Waste Facility	U	~~(F)~~ (C)
Utilities, Minor	P	
Utilities, Solar	U	~~(I)~~ (D)
Commercial Uses		
Commercial Filming	U	~~(G)~~ L-4
Commercial Recreation and Entertainment, Indoor	U	(C) ~~(F)~~
Eating and Drinking Establishments	U	L-3
~~With Take-Out Service~~	~~L2~~	~~(F)~~
Horticulture, Limited	~~L3~~ U	~~(G)~~ ~~L-3~~ L-4, L-5
Sports and Entertainment, Assembly	U	(C)

OS District: Land Use Regulations

P – Permitted
U – Use Permit
L – Limited (See "Additional Use Regulations")
– – Not Permitted

	OS	Additional Regulations
Agricultural and Extractive Uses		
Animal Husbandry	P	~~(G)~~ L-4
Crop Production	P	~~(G)~~ L-4
Accessory Uses	P/U	~~(C)(D) (G)~~ L-4, L-6
Donation and Collection Bins	~~L-4~~ U	~~L-4, (H)~~ L-7, (E)
Temporary Uses		
Animal Shows	U	~~(G)~~ L-4
Circuses and Carnivals	U	~~(G)~~ L-4
Commercial Filming, Limited	P	~~(G)~~ L-4
Nonconforming	-	(E)
Other Uses		
Cultivation of Cannabis for Personal Use, Indoors or Outdoors (Residential cultivation of cannabis)	–P	~~Not permitted~~ (G)

~~1. Refer to BMC 17.16.040 for use definitions.~~

OS District: Additional Use Regulations

L-1 Not permitted on lands outside the urban growth boundary as delineated on the general plan land use diagram. On lands inside the urban growth boundary, limited to one primary dwelling unit and one accessory dwelling unit per site, subject to the requirements of BMC 17.70.060, Accessory dwelling units.

L-~~1~~2 A day care center ~~may be conditionally~~ is permitted only when ~~it would be~~ located on the grounds and within the facilities of a duly permitted religious assembly use. ~~Adequate off-street parking for the day care center shall be provided for per Chapter 17.74 BMC, except when the applicant demonstrates consistency with the findings for collective provision of parking pursuant to BMC 17.74.040 and the collective provision of parking is specifically authorized by the use permit for a day care facility.~~

L-3 Permitted as part of a park or recreational facility, public safety facility, or utility.

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L-4 Allowed only if no urban services are provided.

L-~~3~~5 Use permit required, and no on-site retail sales permitted.

L-6 Limited to facilities incidental to an open space use.

L-~~4~~7 Only permitted when accessory to a duly permitted religious assembly.

~~L-2 Only "limited" facilities, as defined in Chapter 17.16 BMC, allowed by use permit.~~

(A) See BMC 17.70.460, Employee housing (for farmworkers)

(B) See BMC 17.70.300, Animals.

~~(F)~~(C) Not permitted on lands outside the urban growth boundary as delineated on the general plan land use diagram, amended by approval of Measure K by a vote of the people, November 4, 2003.

~~(I)~~(D) See BMC 17.70.420, Solar utilities.

~~(H)~~(E) See BMC 17.70.410, Donation and collection bins.

~~(E)~~(F) See Chapter 17.98 BMC, Nonconforming Uses and Structures.

(G) See Chapter 17.84 BMC, Cannabis

~~(C) See BMC 17.70.290, Game centers.~~

~~(D) Limited to facilities incidental to an open space use.~~

~~(G) Allowed only if no urban services are provided.~~

~~(A) Not permitted on lands outside the urban growth boundary as delineated on the general plan land use diagram. On lands inside the urban growth boundary, limited to one primary dwelling unit and one accessory dwelling unit per site, subject to the requirements of BMC 17.70.060, Accessory dwelling units.~~

~~(J) A day care center may be conditionally permitted only when it would be located on the grounds and within the facilities of a duly permitted religious assembly use. Adequate off-street parking for the day care center shall be provided for per Chapter 17.74 BMC, except when the applicant demonstrates consistency with the findings for collective provision of parking pursuant to BMC 17.74.040 and the collective provision of parking is specifically authorized by the use permit for a day care facility.~~

~~(K) See BMC 17.70.460, Employee housing (for farmworkers).~~

Section 18.

Section 17.40.030 (Land use regulations) of Chapter 17.40 (PS Public and Semipublic District) of Title 17 (Zoning) of the Benicia Municipal Code is hereby amended to modify the land use regulations table and additional regulations as follows:

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PS District: Land Use Regulations

P – Permitted
U – Use Permit
L – Limited (See "Additional Use Regulations")
– – Not Permitted

	PS	Additional Regulations
Public and Semipublic		
Adult Day Health Care	U	
Cemetery	U	
Clubs and Lodges	U	
Convalescent Facilities	U	
Cultural Institutions	U	
Day Care Center	~~U~~ P	L-1
Detention Facilities	U	
Emergency Shelter	~~L2~~ P	~~L2~~ (A)
Government Offices	P	
Heliports	~~L1~~U	L-1, L-2
Hospitals	U	
Maintenance and Service Facilities	U	
Park and Recreation Facilities	P	
Public Safety Facilities	U	
Religious Assembly	U	
Residential Care, General	U	
Schools, Public or Private	U	
Utilities, Major	U	
Waste Facility	U	
Utilities, Minor	P	
Commercial Uses		
Commercial Filming	U	
~~Commercial Recreation and Entertainment~~	~~U~~	~~(A)~~
Sports and Entertainment, Assembly	U	
Accessory Uses	~~P/U~~	
Donation and Collection Bins	~~L3~~ P	L-3 ~~(C)~~ (B)
Temporary Uses		

PS District: Land Use Regulations

P – Permitted
U – Use Permit
L – Limited (See "Additional Use Regulations")
– – Not Permitted

	PS	Additional Regulations
Animal Shows	U	
Circuses and Carnivals	U	
Commercial Filming, Limited	P	
Trade Fairs	U	
Nonconforming	-	~~(B)~~ (C)
Other Uses		
~~Cannabis Related Uses~~	~~–~~	~~Not permitted~~

PS District: Additional Use Regulations

L-1 Day care center is a permitted use only when operated within the existing facilities of a religious assembly, school, park and recreation facility, or club and lodge.

L-~~1~~2 Allowed with use permit and heliport permit from California Department of Transportation, Division of Aeronautics if located more than 1,000 feet from an R district.

~~L-2 See BMC 17.70.390, Emergency shelter.~~

L-3 Only permitted when accessory to a duly permitted club, lodge, cultural institution, religious assembly or school.

(A) See BMC 17.70.390, Emergency shelter.

~~(C)~~(B) See BMC 17.70.410, Donation and collection bins.

~~(B)~~(C) See Chapter 17.98 BMC, Nonconforming Uses and Structures.

~~(A) See BMC 17.70.300, Animals.~~

~~(C)~~(D) See BMC 17.70.410, Donation and collection bins.

Section 19.

Section 17.70.070 (Home Occupations) of Chapter 17.70 (General Regulations) of Title 17 (Zoning) of the Benicia Municipal Code is hereby renamed "Home-based businesses" and the regulations are hereby repealed in their entirety and replaced with the following:

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17.70.070 Home-based businesses ~~occupations~~.

A. Purpose. The purpose of this section is to allow home-based businesses on a limited basis, where such activity is incidental and subordinate to the residential use of the property. The intent of this section is to ensure that home-based businesses are compatible with, and do not change the character of, the surrounding residential area by generating more traffic, noise, odors, visual impacts, or storage of materials than would normally be expected in a residential district.

B. Limitations.

1. A home-based business shall be conducted entirely within a dwelling unit.
2. A home-based business shall be incidental and subordinate to the primary residential use of the dwelling and shall occupy no more than 500 square feet of floor area.

C. Conditions. Operation of a home-based business shall comply with the following:

1. Outdoor activities are prohibited, including, but not limited to, the following:
   a. Outdoor placement, storage, delivery or distribution of goods, equipment, debris or materials.
   b. Conducting business activities outdoors.
   c. Outdoor assembly of persons on or adjacent to the property.
2. The existence of a home-based business shall not be apparent beyond the boundaries of the site.
3. No sign, nameplate or any other form of advertising shall be displayed on the premises in connection with any home-based business. There shall be no advertising of the address of the home-based business that results in attracting persons to the premises.
4. No home-based business shall permit employees who do not reside in the home to gather at, or work from, the home.
5. A home-based business shall comply with the performance standards prescribed by BMC 17.70.240. No noise, dust or odors shall be perceptible at or beyond the property line.
6. A home-based business shall not be open to visitors without prior appointments.
7. No more than two students may be given instruction in music, academics, dance, art, fitness or other subjects as determined by the Development Services Director in a dwelling at one time. No student may be given instruction between the hours of 8:00 p.m. to 9:00 a.m.

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8. Not more than one truck, with a maximum capacity of one ton, incidental to a home-based business may be kept on the premises.
9. Deliveries shall be limited to the frequency of deliveries and types of vehicles (e.g., postal truck and parcel delivery) normally associated with residential neighborhoods.
10. The maximum number of daily business trips generated from a home-based business shall not exceed one hundred twenty-five percent (125%) of the average number of daily trips generated from a residence in the City of Benicia, as provided herein.
    a. For the purposes of this section, a “residence” includes “single-family residence” and “multifamily residence” as categorized by the Institute of Transportation Engineers (ITE) and defined in this Title.
    b. A “business trip” shall be defined as either the arrival or departure of a non-resident motor vehicle from a home-based business.
    c. For the purposes of this section, the average number of daily trips for a residence is ten (10).

D. Permitted home-businesses. Those following uses are permitted subject to compliance with this section and in accordance with the use classifications of Chapter 17.16 BMC:

1. Artists’ Studios
2. Catering services
3. Communications Facilities
4. Horticulture, Limited
5. Industry, Custom – Limited.
6. Offices, Businesses and Professional (excluding medical and dental offices)
7. Personal Improvement Services
8. Personal Services (excluding massage businesses as defined in Chapter 5.52 Massage, conducted on the premises)
9. Retail sales and secondhand sales (excluding those which attract customers to the premises for on-site transactions or delivery)

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Section 20.

Section 17.70.090 (Eating and drinking establishments with take-out service) of Chapter 17.70 (General Regulations) of Title 17 (Zoning) of the Benicia Municipal Code is hereby repealed in its entirety.

Section 21.

Section 17.70.100 (Live entertainment) of Chapter 17.70 (General Regulations) of Title 17 (Zoning) of the Benicia Municipal Code is hereby amended to read as follows:

17.70.100 Live entertainment.

The following regulations shall apply to any use offering scheduled live entertainment, as defined in Chapter 17.12 (Definitions), ~~more than three times per calendar year~~:

A. Exits not limited to emergency use only shall not be opposite an R district adjoining the site.
B. An establishment offering live entertainment shall ensure that ~~use permit shall establish conditions ensuring that~~ no litter problem will exist.
C. A use permit for live entertainment shall apply only to the type of entertainment approved, and a different type of entertainment shall require approval of a new use permit.

Section 22.

Section 17.70.290 (Game centers) of Chapter 17.70 (General Regulations) of Title 17 (Zoning) of the Benicia Municipal Code is hereby repealed in its entirety.

Section 23.

Section 17.70.350 (Formula businesses) of Chapter 17.70 (General Regulations) of Title 17 (Zoning) of the Benicia Municipal Code is hereby repealed in its entirety.

Section 24.

Section 17.70.380 (Mobile food vendors) of Chapter 17.70 (General Regulations) of Title 17 (Zoning) of the Benicia Municipal Code is hereby amended to read as follows:

17.70.380 Mobile food vendors.

A. Applicability. Mobile food vending is permitted on private property Industrial Districts only, as specified in BMC 17.32.020 (IL, IG, IW and IP districts – Land use regulations.). ~~Permit Required. A mobile food vendor shall require a mobile food vending permit obtained by filing a completed application form with the community development director. The community development director shall issue the permit~~

~~upon determining that the proposed mobile food vending operation complies with the requirements of this section. Mobile food vendors shall not include the preparation or sale of food products containing cannabis.~~

~~1. The vendor shall display all current permits, licenses, and certificates on exterior of the vehicle at all times.~~

~~2. The vendor shall maintain a county health permit at all times.~~ ~~If the permit expires, or is suspended or revoked, then all sales shall cease until the permit is reinstated.~~

~~3. The food vending vehicle shall be entirely self-sufficient in regards to gas, water, and telecommunications and shall be a self-propelled vehicle.~~

B. ~~Contents of Application. An application for a mobile food vending permit shall contain:~~

~~1. The name, address, and telephone number of the applicant.~~

~~2. A complete description of the proposed mobile food vending operation, including the hours of operation.~~

~~3. A site plan showing the proposed location of the mobile food vendor, trash receptacles, parking area, location of parcel access (ingress and egress), and location of restroom facility.~~

~~4. Written permission from the property owner (if not self) to occupy the property.~~

~~5. Proof of legal access to restroom facilities and access to hand washing facilities for the use of employees within 200 feet of site location per California Retail Food Code, Chapter 10, Section 114315.~~

~~6. A copy of the issued permit from the Solano County environmental health division for operation of the subject operation.~~

~~7. A certificate of insurance providing general liability insurance in the amount of at least $1,000,000 listing the city as additional insured. A mobile food vending permit shall be issued only for the explicit time period covered by the effective dates of the general liability insurance policy.~~

~~C~~ B. Location.

~~1. The location of the mobile food vendor shall be limited to the areas specified in BMC~~ 17.32.020~~.~~

~~2. The maximum number of mobile food vendors located on a parcel shall not be limited except that all provisions of this section shall be met.~~

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~~3~~1. Mobile food vehicles shall not be parked within 200 feet of an existing brick and mortar restaurant during the hours when such restaurant is open to the public for business.

~~4~~2. Mobile food vendors shall not occupy any parking space(s) required to fulfill the minimum off-street parking requirements of the principal property use. ~~A minimum of two parking spaces per food vending vehicle will be required for customer use in addition to the minimum requirement for the principal business for the overall site.~~

~~5~~3. The vehicle shall not block an entrance, garage, driveway or fire lane for any business or structure, nor extend into the public right-of-way. ~~any parking required to adequately serve other businesses, driveways, or public right-of-way and shall be oriented in such a way so as the queue does not encroach upon the same.~~

4. No mobile food vendor may be parked in a manner that impairs the visibility of a driveway crossing a street property line, as provided in section 17.74.150 (Driveways and intersections – Visibility.).

~~5. The vendor shall be located within 200 feet of a restroom facility and shall demonstrate legal access for employees.~~

C. General Requirements

1. The vendor shall obtain, maintain display all current permits, licenses, and certificates on exterior of the vehicle at all times including from the Department of Motor Vehicles (DMV).
2. The vendor shall maintain a County health permit at all times.
3. The food vending vehicle shall be entirely self-sufficient in regards to gas, water, and telecommunications and shall be a self-propelled vehicle.
4. The vendor shall be prepared to present evidence of the following upon request:
   a. Written permission from the property owner to occupy the property; and
   b. Proof of legal access to restroom facilities and access to hand washing facilities for the use of employees within 200 feet of site location per California Retail Food Code, Chapter 10, Section 114315.

D. Site Conditions.

1. The site shall be maintained in a safe and clean manner at all times.
2. The lot upon which the vendor is parked shall be paved. For purposes of this section, “paved” shall mean asphalt, concrete, pavers, or other permanent surfacing approved by the city engineer.

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3. Exterior storage of refuse, equipment or materials associated with the mobile food vendor is prohibited.
4. The vendor shall not discharge items, including but not limited to waste water or other fluids, debris or food, onto the property, sidewalk, gutter, or storm inlets.
5. The vendor shall provide a minimum of two 32-gallon litter receptacles and one 32-gallon recycling receptacle within 15 feet of the vending vehicle and shall remove all refuse from the site and surrounding property on a daily basis.
6. No mobile food vendor shall provide or allow any dining area, including but not limited to tables, chairs, booths, bar stools, benches, and standup counters~~, unless approved by the community development director~~.

E. Alcohol. The serving or consumption of alcohol shall be prohibited at ~~vehicular~~ mobile food vending sites.

F. Hours of Operation. The hours of operation shall not exceed 6:00 a.m. to 8:00 p.m. every day. The mobile food vending vehicle shall not be stored on site during nonoperation hours and shall be removed daily.

G. Noise. ~~No mobile food vehicle shall make or cause to be made any unreasonable or excessive noise.~~ The operation of all mobile food vehicles, including generators and ancillary equipment, shall meet the city noise ordinance, Chapter 8.20 (Noise Regulations). ~~including generators. No music, other high-decibel sounds, horns, or amplified announcements are allowed to be made from the vehicle.~~

H. Signs. Signage is only allowed when placed on the mobile food vehicle. No separate freestanding signs are permitted. No flashing or blinking lights are allowed on vehicle or related signage when the vehicle is parked.

~~I. The permit for mobile food vending that is not operated in compliance with these regulations and the approved application shall be revoked by the community development director after 30 days' written notice unless the mobile food vending operation is altered to comply.~~

Section 25.

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.

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Section 26.

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 27.

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 2025, and adopted at a regular meeting of the Council held on the day of 2025, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

_____
Steve Young, Mayor

Attest:

_____
Lisa Wolfe, City Clerk

_____
Date

EXHIBIT A

Docusign Envelope ID: 9BA9F5CC-564E-492B-B137-F299D17CEA04

RESOLUTION NO. 25-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA AMENDING CHAPTER 4 (FORM BASED CODE) OF THE DOWNTOWN MIXED USE MASTER PLAN TO MODIFY THE ALLOWED LAND USES AND PERMIT REQUIREMENTS OF THE TOWN CORE, TOWN CORE-OPEN, NEIGHBORHOOD GENERAL, AND NEIGHBORHOOD GENERAL-OPEN ZONES AND THE GLOSSARY TO CLARIFY, UPDATE AND STREAMLINE COMMERCIAL REGULATIONS

WHEREAS, Goal 3 of the City of Benicia Resiliency Plan is to expand economic development; and

WHEREAS, certain current commercial regulations impede business attraction, establishment and expansion due to permit and discretionary hearing requirements; and

WHEREAS, the City of Benicia recognizes the need to update regulations within its Downtown Mixed Use Master Plan (DMUMP) 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 for clarity and consistency within the Form-Based Code are prudent for its effective administration; and

WHEREAS, the Economic Development Board conducted a study session discussion of conceptual zoning changes, accepted public comment, and provided feedback on September 25, 2024; and

WHEREAS, the City Council accepted public comment and provided direction concerning the proposed amendments on October 15, 2024; and

WHEREAS, the Planning Commission and Economic Development Board conducted a study session and accepted public comment on March 27, 2025; and

WHEREAS, the Planning Commission conducted a duly noticed public hearing at a regular meeting on _____, 2025, and recommended _____ of the proposed amendments to the DMUMP together with commercial streamlining amendments to the Benicia Municipal Code; and

WHEREAS, the City Council finds that the aforementioned amendments to the DMUMP would implement the City's objectives for economic resiliency; 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 DATE; and

EXHIBIT B

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WHEREAS, pursuant to the California Environmental Quality Act (CEQA), the City Council find this project to be categorically exempt pursuant to the California Environmental Quality Act (CEQA) Guidelines Sections 15301 and 15305 which apply to existing facilities and minor alterations to land use limitations; 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; and

WHEREAS, it is clarified that while the text amendments themselves are deemed to be categorically exempt from further CEQA review, new projects or developments regulated with the updated amendments may still be subject to CEQA review on a case-by-case basis to ensure that any significant environmental impacts are adequately addressed; 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 Resolution in concert with an Ordinance amending the Benicia Municipal Code (Title 17, Zoning).

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Benicia does hereby find that the proposed amendments to the DMUMP are consistent with the purposes of the Plan, and the following goals 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.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BENICIA DOES HEREBY RESOLVE AS FOLLOWS:

Section 1.

Table 4.1: Town Core (TC) Zone Allowed Land Uses and Permit Requirements of Chapter 4 (Form Based Code) of the Downtown Mixed Use Master Plan is amended as follows:

Table 4.1: Town Core (TC) Zone Allowed Land Uses and Permit Requirements		
Land Use Type[1]	Permit Required	Specific Use Regulations
Recreation, Education & Public Assembly		

EXHIBIT B

Docusign Envelope ID: 9BA9F5CC-564E-492B-B137-F299D17CEA04

Table 4.1: Town Core (TC) Zone Allowed Land Uses and Permit Requirements		
Land Use Type[1]	Permit Required	Specific Use Regulations
Commercial recreation facility: Indoor		
< 1500 sf	~~MUP~~ P	
≥ 1500 sf	MUP	
Health/fitness facility		
< 1500 sf	~~MUP~~ P	
≥ 1500 sf	MUP	
Library, museum	P	
Meeting facility, public or private	MUP	
Park, playground	MUP	
School, public or private	MUP	
Studio: art, dance, martial arts, music, etc		
< 1500 sf	P	
> 1500 sf	MUP	
Theater, cinema, or performing arts	~~P~~	
< 5000 sf	P	
> 5000 sf	UP	
Residential		
Home-based business ~~occupation~~		
< 300 sf and 2 or fewer employees	P[2]	
≥ 300 sf and 3 or fewer employees	P[2]	
~~> 300 sf and 3 or more employees~~	~~NA~~	
Mixed use project residential component	P[2]	
Dwelling: Multi-Family-Rowhouse	P[2]	
Dwelling: Multi-Family-Duplex	P[2]	
Dwelling: Multi-Family-Triplex	P[2]	
Dwelling: Multi-Family-Fourplex	P[2]	
Accessory Dwelling Unit	P[2]	A
Ancillary Building	P	
Residential Care, 7 or more clients	P[2]	
Residential Care, 6 or fewer clients	P[2]	
Supportive Housing	P[2]	
Transitional Housing	P[2]	
Retail		
Alcoholic Beverage Sales – Off-premise	UP	
Artisan Shop	P	
Bar, tavern, beverage tasting ~~night club~~, except with any of the following features	P	B
Operating between ~~9~~ 10 pm and 7 am	UP	B
General retail, except with any of the following features:	P	
~~Alcoholic beverage sales~~	~~UP~~	
Floor area over 8000 sf	MUP	

EXHIBIT B

Table 4.1: Town Core (TC) Zone Allowed Land Uses and Permit Requirements		
Land Use Type[1]	Permit Required	Specific Use Regulations
On-site production of items sold	MUP	
Operating between 9 pm and 7 am	MUP	
Cannabis retail operation	~~not permitted~~ NA	
Neighborhood market <10,000 sf	P	
Night Club	NA	
Outdoor entertainment	UP[4]	B, C
Restaurant, café, coffee shop	P	B
Services: Business, Financial, Professional		
No amendments proposed		
Services: General		
Financial Services	P[2]	
Bed & breakfast		
4 guest rooms or less	P[2]	
Greater than 4 guest rooms	P[2]	
Day care center: Child or adult	P[2]	
Day care center: Large family	P[2]	~~B~~
Day care center: Small family	P[2]	
Lodging	MUP	
Personal Services	P~~[3]~~	
Transportation, Communications, Infrastructure		
No amendments proposed		

Specific Use Regulations

A - Accessory Dwelling Units shall comply with the provisions of BMC 17.70.060.

B - Operation of sound amplifying equipment shall be in compliance with Chapter 8.20 Noise Regulations. A use permit shall be required for sound amplification outside the hours specified in 8.20.080.B.; except that temporary relief is granted for the evening hours of noise amplification until 12:30 a.m. on July 4 and New Years Day (January 1) of each year.

C - Outdoor entertainment uses shall be subject to the standards of BMC 17.70.400, Outdoor entertainment.

~~B- See BMC 17.24.020.P~~

End Notes

[1] A definition of each listed use type is in the Glossary

[2] Allowed only on upper floors or behind ground floor use

~~[3] Body art and piercing requires use permit approval and is allowed only as an ancillary use.~~

~~[4] Outdoor entertainment uses shall be subject to the standards of BMC 17.70.400, Outdoor entertainment.~~

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Section 2.

Table 4.2: Town Core-Open (TC-O) Zone Allowed Land Uses and Permit Requirements of Chapter 4 (Form Based Code) of the Downtown Mixed Use Master Plan is amended as follows:

Table 4.2: Town Core-Open (TC-O) Zone Allowed Land Uses and Permit Requirements		
Land Use Type[1]	Permit Required	Specific Use Regulations
Recreation, Education & Public Assembly		
No amendments proposed		
Residential		
Home-based business ~~occupation~~		
< 300 sf and 2 or fewer employees	P	
≥ 300 sf and 3 or fewer employees	P	
Live/work unit	P	
Mixed use project residential component	P	
Dwelling: Multi-Family-Rowhouse	P	
Dwelling: Multi-Family-Duplex	P	
Dwelling: Multi-Family-Triplex	P	
Dwelling: Multi-Family-Fourplex	P	
Accessory Dwelling Unit	P	A
Ancillary Building	P	
Residential Care, 7 or more clients	UP	
Residential Care, 6 or fewer clients	MUP	
Supportive Housing	P	
Transitional Housing	P	
Retail		
Alcoholic Beverage Sales – Off-premise	UP	B
Artisan Shop	P	B
Bar, tavern, beverage tasting ~~night club~~, except with any of the following:	UP	
Operating between ~~9~~ 10 pm and 7 am	NA	
Cannabis retail operation	~~not permitted~~ NA	
General retail, except with any of the following features	P	B
~~Alcoholic beverage sales~~	~~UP~~	
Floor area over 8000 sf	NA	
On-site production of items sold	MUP	
Neighborhood market <10,000 sf	P	B
Restaurant, café, coffee shop	MUP	
Services: Business, Financial, Professional		
ATM or Bank	MUP	
Business support service	P	
Medical services: Clinic, urgent care	MUP	

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Medical services: Doctor office	P	B
Medical services: Extended care	MUP	
Office: Business, service	P	B
Office: Professional, administrative	P	B
Services: General		
Financial Services	P	
Bed & Breakfast		
4 guest rooms or less	P	
Greater than 4 guest rooms	P	
Day care center: Child or adult	MUP	
Day care center: Large family	P	~~C~~
Day care center: Small family	P	
Lodging	MUP	
Personal services	P	
Transportation, Communications, Infrastructure		
No amendments proposed		

Specific Use Regulations

A - Accessory Dwelling Units shall comply with the provisions of BMC 17.70.060.
B - Use shall be limited to the hours of 8 am to ~~7~~8 pm unless a MUP has been obtained. Such businesses are required to conform to any applicable noise standards and lighting restrictions as set forth in any adopted local or State codes that regulate public health and safety
~~C- See BMC 17.24.020.P~~

End Notes

[1] A definition of each listed use type is in the Glossary

Section 3.

Table 4.2: Town Core-Open (TC-O) Zone Allowed Land Uses and Permit Requirements of Chapter 4 (Form Based Code) of the Downtown Mixed Use Master Plan is amended to delete duplicate regulations for Services: Business, Financial, Professional; Services: General, and Transportation, Communications, Infrastructure on page 4-15.

Section 4.

Table 4.3: Neighborhood General (NG) Zone Allowed Land Uses and Permit Requirements of Chapter 4 (Form Based Code) of the Downtown Mixed Use Master Plan is amended as follows:

Table 4.3: Neighborhood General (NG) Zone Allowed Land Uses and Permit Requirements		
Land Use Type[1]	Permit Required	Specific Use Regulations
Recreation, Education & Public Assembly		
No amendments proposed		

Docusign Envelope ID: 9BA9F5CC-564E-492B-B137-F299D17CEA04

Residential		
Dwelling: Single family	P	
Home-based business ~~occupation~~		
< 300 sf and 2 or fewer employees	P	
≥ 300 sf and 3 or fewer employees	P	
Dwelling: Multi-Family-Duplex	P	
Accessory Dwelling Unit	P	A
Ancillary Building	P	
Supportive Housing	P	
Transitional Housing	P	
Retail		
General retail, except with any of the following features	P	B
~~Alcoholic beverage sales~~	~~NA~~	
Floor area over 8000 sf	NA	
On-site production of items sold	P[2]	
Cannabis retail operation	NA	
Services: Business, Financial, Professional		
Office: Professional, administrative	P[2]	B
Services: General		
Financial Services	P	
Bed & Breakfast		
4 guest rooms or less	P	
Greater than 4 guest rooms	MUP	
Day care center: Child or adult	MUP	
Day care center: Large family	P	~~C~~
Day care center: Small family	P	
Transportation, Communications, Infrastructure		
No amendments proposed		

Specific Use Regulations

A - Accessory Dwelling Units shall comply with the provisions of BMC 17.70.060.

B - Use shall be limited to the hours of 8 am to ~~7~~8 pm unless a MUP has been obtained. Such businesses are required to conform to any applicable noise standards and lighting restrictions as set forth in any adopted local or State codes that regulate public health and safety

~~C- See BMC 17.24.020.P~~

End Notes

[1] A definition of each listed use type is in the Glossary

[2] Allowed only in ancillary buildings.

Section 5.

Table 4.4: Neighborhood General-Open (NG-O) Zone Allowed Land Uses and Permit Requirements of Chapter 4 (Form Based Code) of the Downtown Mixed Use Master Plan is amended as follows:

Docusign Envelope ID: 9BA9F5CC-564E-492B-B137-F299D17CEA04

Table 4.4: Neighborhood General (NG-0) Zone Allowed Land Uses and Permit Requirements		
Land Use Type	Permit Required	Specific Use Regulations
Recreation, Education & Public Assembly		
No amendments proposed		
Residential		
Dwelling: Single family	P	
Home-based business ~~occupation~~		
< 300 sf and 2 or fewer employees	P	
> 300 sf and 3 or fewer employees	P	
> 300 sf and 3 or more employees	P	
Live/work unit	P	
Mixed use project residential component	P	
Dwelling: Multi-Family-Duplex	P	
Accessory Dwelling Unit	P	A
Ancillary Building	P	
Residential Care, 7 or more clients	UP	
Residential Care, 6 or fewer clients	MUP	
Supportive Housing	P	
Transitional Housing	P	
Retail		
Artisan Shop	P	B
General retail, except with any of the following features	P	B
~~Alcoholic beverage sales~~	~~NA~~	
Floor area over 8000 sf	NA	
On-site production of items sold	MUP	
Restaurant, café, coffee shop	MUP	
Services: Business, Financial, Professional		
Business support service	P	B
Medical services: Doctor office	P	B
Office: Business, service	P	B
Office: Professional, administrative	P	B
Services: General		
Financial Services	P	
Bed & Breakfast		
4 guest rooms or less	P	
Greater than 4 guest rooms	MUP	
Day care center: Child or adult	MUP	
Day care center: Large family	P	~~C~~
Day care center: Small family	P	
Lodging	MUP	
Personal services	P	
Transportation, Communications, Infrastructure		

No amendments proposed		

Specific Use Regulations

A - Accessory Dwelling Units shall comply with the provisions of BMC 17.70.060.
B - Use shall be limited to the hours of 8 am to ~~7~~8 pm unless a MUP has been obtained. Such businesses are required to conform to any applicable noise standards and lighting restrictions as set forth in any adopted local or State codes that regulate public health and safety
~~C- See BMC 17.24.020.P~~

End Notes

[1] A definition of each listed use type is in the Glossary

Section 6.

The Glossary of Chapter 4 (Form Based Code) of the Downtown Mixed Use Master Plan is amended to modify the following definitions, which are listed in alphabetical order within the Glossary:

Alcoholic Beverage Sales – Off-premise: The retail sale of beer, wine, and/or spirits in sealed containers for off-~~site~~ premise consumption~~, either as part of another retail use,or~~ as a primary business activity. Does not include alcohol sales conducted on a temporary basis pursuant to a day license or equivalent permit from the California Department of Alcoholic Beverage Control, nor sales that are accessory to and part of a beverage tasting facility, microbrewery, neighborhood market or similar use.

~~Bar, Tavern, Night Club~~

Bar, Tavern, Tasting Facility: A business where alcoholic beverages are sold for primarily for on-site consumption, which are not part of a larger restaurant. Includes bars, taverns, pubs and similar establishments where any food service is subordinate to the sale of alcoholic beverages. May also include beer brewing as part of a microbrewery ("brew pub") and other beverage tasting facilities.

~~Night Club: A facility serving alcoholic beverages for on-site consumption, and providing entertainment, examples of which include live music and/or dancing, comedy, etc. Does not include adult oriented businesses.~~

Commercial Recreation Facility - Indoor: An establishment providing indoor amusement, recreation and entertainment services for a fee or admission charge, including: bowling alleys,~~ coin-operated amusement arcades, electronic~~ game arcades (video games, pinball, etc.), ice skating and roller skating, play centers, pool and billiard rooms as primary uses. This use does not include ~~sex oriented~~ adult businesses as such use is classified in BMC 17.16.050 nor any establishment engaged in gambling or betting ~~Four or more electronic games or amusement devices (e.g., pool or billiard tables, pinball machines, etc.) in any establishment, or a premises where 50 percent or more of the~~

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~~floor area is occupied by electronic games or amusement devices, are considered a commercial recreation facility; three or fewer machines or devices are not considered a land use separate from the primary use of the site.~~

Director: The ~~Community Development~~ Development Services Director of the City of Benicia, or ~~his~~ their duly appointed representative

Health/Fitness Facility: Establishments primarily engaged in providing physical fitness services, exercise equipment, and related activities for the improvement or maintenance of physical health and well-being. This classification includes gyms, health clubs, yoga studios, and similar establishments offering exercise classes, personal training, cardiovascular equipment, weight training equipment, and other fitness-related services. ~~A fitness center, gymnasium, health and athletic club, which may include any of the following:~~

> ~~exercise machines, weight facilities, group exercise rooms, sauna, spa or hot tub fa - cilities; indoor tennis, handball, racquetball, archery and shooting ranges and other indoor sports activities, indoor or outdoor pools~~

Home-Based Business ~~Occupation~~: Residential premises used for the transaction of business or the supply of professional services, not including cannabis or cannabis products. Home-based businesses ~~occupation~~ shall be limited to the following: agent, architect, artist, broker, consultant, draftsman, dressmaker, engineer, interior decorator, lawyer, notary public, teacher, and other similar occupations, as determined by the Director. Such use shall not simultaneously employ more than ~~1~~one person in addition to residents of the dwelling. The total gross area of the home-based business ~~occupation~~ shall not exceed 25 percent of the gross square footage of the dwelling ~~residential unit~~. The home-based business ~~occupation~~ shall not disrupt the generally residential character of the neighborhood. ~~The Director shall review the nature of a proposed home occupation use at the time of review of a business license for such use, and may approve, approve with conditions, continue or deny the application.~~

Night Club: A facility serving alcoholic beverages for on-site consumption, and providing entertainment, examples of which include live music and/or dancing, comedy, etc. Does not include adult oriented businesses or outdoor entertainment.

Section 7.

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, phrases or clauses be declared unconstitutional on their face or as applied.

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*****

On motion of Council Member , seconded by Council Member , the foregoing resolution was adopted at a regular meeting of the Council held on the day of 2025, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

_____
Steve Young, Mayor

Attest:

_____
Lisa Wolfe, City Clerk

_____
Date

EXHIBIT B

DRAFT

MINUTES OF THE BENICIA PLANNING COMMISSION

Benicia Community Center Multipurpose Room
370 East L Street, Benicia, CA 94510

June 26, 2025
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

Acting Chair Slate called the meeting to order at 6:02 p.m.

2. Roll Call Of Commissioners

Present: Commissioner Catton, Commissioner Gilpin-Hayes, Commissioner Gorman, Commissioner Lyle, Commissioner Marshall, and Acting Chair Slate

Absent: (None)

Staff: Suzanne Thorsen, Assistant City Manager/Community Development Director
Jason Hade, Planning Manager
Vivien Togonon, Associate Planner
Terri Asano, Community Development Coordinator
Mary Wagner, Assistant City Attorney
Ben Noble, Consultant

3. Reference To Fundamental Rights Of Public

4. Adoption Of Agenda

On a motion of Commissioner Lyle, seconded by Commissioner Gilpin-Hayes, the Commission approved the Adoption of the Agenda, as presented, by the following vote:

Ayes: Commissioner Catton, Commissioner Gilpin-Hayes, Commissioner Gorman, Commissioner Lyle, Commissioner Marshall, and Acting Chair Slate

Noes: (None)

5. Opportunity For Public Comments

6. Information And Presentations

7. Consent Calendar

7.A APPROVAL OF MINUTES FROM FEBRUARY 13, 2025

02-13-25 DRAFT MINUTES

7.B APPROVAL OF MINUTES FROM MARCH 27, 2025

03-27-25 DRAFT MINUTES

On a motion of Commissioner Lyle, seconded by Commissioner Gilpin-Hayes, the Commission approved the adoption of the Consent Calendar, as presented, by the following vote:

Ayes: Commissioner Catton, Commissioner Gilpin-Hayes, Commissioner Gorman, Commissioner Lyle, Commissioner Marshall, and Acting Chair Slate

Noes: (None)

8. Regular Agenda Items

8.A 2025 HOUSING ELEMENT IMPLEMENTATION UPDATE

RECOMMENDED ACTION: This agenda item outlines the City's approach and timeline for implementation of key Housing Element programs in 2025. RECOMMENDATION: Accept the report and public comment. No action is requested.
Staff Report - Housing Element Update

Ben Noble, consultant, gave a presentation.

PUBLIC COMMENTS

1. Citizen – The citizen inquired about the process for prioritizing views to be protected.

Staff replied.

8.B STATE OF CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT PROHOUSING DESIGNATION APPLICATION

RECOMMENDED ACTION: HCD operates a Prohousing Designation certification program. The City is sharing the application with the Planning

Commission and will provide an opportunity for public comments prior to submission to HCD. Receiving a Prohousing Designation documents a jurisdiction's commitment to implementing local policies that remove obstacles to new housing and recognizes the work that has already been done by a jurisdiction to address California's severe housing shortage and affordability crisis. The designation also benefits applicants seeking to build affordable housing projects, within the Prohousing jurisdiction, when applying for funding. HCD began accepting applications on March 2, 2024.
RECOMMENDATION: Accept public comments on the City's draft Prohousing Designation application to the State Department of Housing and Community Development (HCD). No formal action is required.
Staff Report - Prohousing Designation Application
Attachment 1 - City of Benicia HCD PHD Comprehensive Application Draft 5.30.25

Vivien Togonon, Associate Planner, gave a presentation.

8.C COMMERCIAL USE REGULATIONS STREAMLINING AMENDMENTS

RECOMMENDED ACTION: Consideration of amendments to Title 17 (Zoning) of the Benicia Municipal Code (BMC): Definitions (Chapter 17.12), Use Classifications (Chapter 17.16), Residential Districts (Chapter 17.24), Mixed Use Districts (Chapter 17.26), Commercial Districts (Chapter 17.28), Industrial Districts (Chapter 17.32), Open Space District (Chapter 17.36), Public and Semipublic District (Chapter 17.40) and General Regulations (Chapter 17.70) including Home Occupations (Section 17.70.070), Eating and Drinking Establishments with Take- Out Service (Section 17.70.090), Live Entertainment (Section 17.70.100), Game Centers (Section 17.70.290), Formula Businesses (Section 17.70.350), and Mobile Food Vendors (Section 17.70.380). Consideration of amendments Chapter 4 (Form-Based Code) of the Downtown Mixed Use Master Plan (DMUMP) including the Town Core, Town Core-Open, Neighborhood General and Neighborhood General-Open zones and Glossary. Consideration of an amendment to Chapter 2.32 and corresponding amendments throughout the BMC and DMUMP to change the name of the "Planning Department", "Community Development Department", and "Community Development Director" to "Development Services Department" and "Development Services Director". 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) and the Downtown Mixed Use Master Plan (DMUMP) for commercial uses streamlining, clarification, consistency and formatting after finding the project is exempt from CEQA pursuant to Guidelines Sections 15301 and 15305 which apply to existing facilities and minor alterations to land use limitations.
Staff Report- Commercial Uses Streamlining
Attachment 1 - Draft Resolution with Exhibits A and
B
Exhibit A - Draft Ordinance amending the Benicia Municipal Code

Exhibit B - Draft Resolution amending the Downtown Mixed Use Master Plan
Attachment 2 - Zoning Map

Commissioners asked clarifying questions regarding the hours of operation for businesses and restrictions in the downtown area.

Staff clarified.

PUBLIC COMMENTS

1. Citizen – The citizen requested clarification about the definition of nightclubs versus bars and temporary relief requests.

Staff replied.

Acting Chair Slate expressed appreciation for the staff's work on the item.

On a motion of Commissioner Catton, seconded by Commissioner Lyle, the Commission approved Item 8.C, as presented, by the following vote:

Ayes: Commissioner Catton, Commissioner Gilpin-Hayes, Commissioner Gorman, Commissioner Lyle, Commissioner Marshall, and Acting Chair Slate

Noes: (None)

9. **Communication From Staff**

Jason Hade, Planning Manager, thanked IT and Community Services staff for their help with the meeting.

10. **Communication From Commissioners**

11. **Adjournment**

Acting Chair Slate adjourned the meeting at 7:21 p.m.

12. **Next Meeting**

Acting Chair Slate announced that the next regular meeting will be scheduled for July 10.

Zoning Map

February 2025

THE CITY OF BENICIA CALIFORNIA

Legend

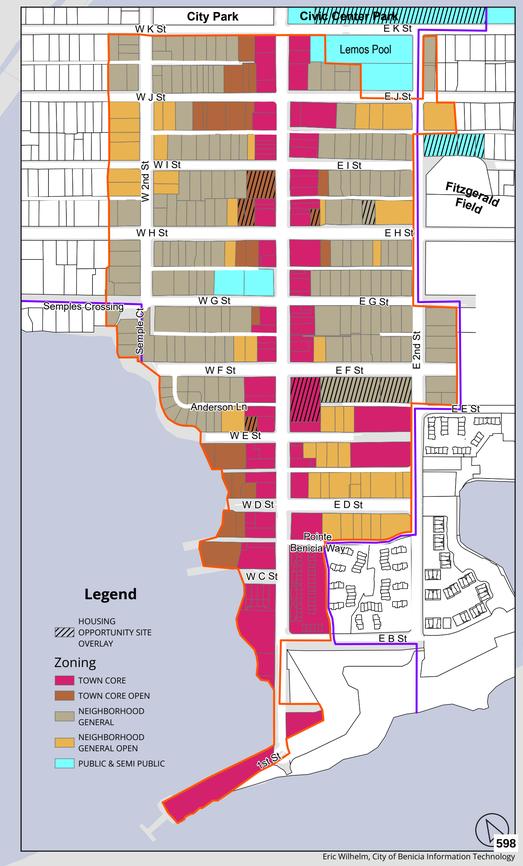
- ARSENAL HISTORIC DISTRICT BOUNDARY
- DMUMP BOUNDARY
- HISTORIC DISTRICT BOUNDARY
- HOUSING OPPORTUNITY SITE OVERLAY
- CITY BOUNDARY

ZONING

- COMMUNITY COMMERCIAL
- GENERAL COMMERCIAL
- GENERAL INDUSTRIAL
- HIGH DENSITY RESIDENTIAL
- INDUSTRIAL PARK
- LIMITED INDUSTRIAL
- MEDIUM DENSITY RESIDENTIAL
- MIXED USE INFILL
- MIXED USE LIMITED
- NEIGHBORHOOD GENERAL
- NEIGHBORHOOD GENERAL OPEN
- OFFICE COMMERCIAL
- OPEN SPACE
- PLANNED DEVELOPMENT
- PUBLIC & SEMI PUBLIC
- SINGLE FAMILY RESIDENTIAL
- TOWN CORE
- TOWN CORE OPEN
- WATER RELATED INDUSTRIAL
- WATERFRONT COMMERCIAL
- HOUSING OPPORTUNITY ZONE

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

0 0.25 0.5 1 Miles



598

Eric Wilhelm, City of Benicia Information Technology

AGENDA ITEM
CITY COUNCIL MEETING DATE – JULY 15, 2025
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 15, 2025
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/

DocuSign Envelope ID: D0E626C4-2A0F-400C-B415-3B18CCF69DF0

DocuSign Envelope ID: ACEA100F-4044-4FB5-93A7-186EC0A21C78

Contract ID # RFP# 23-054

PROFESSIONAL SERVICES AGREEMENT

($50,000 OR MORE)

BETWEEN

CITY OF BENICIA AND

United Global Logistic Holding Corp

This Professional Services Agreement (the "Agreement") is dated August 15, 2023, and is by and between the City of Benicia, a political subdivision of the State of California ("City") and United Global Logistic Holding Corp, a California Corporation, licensed to do business in California, ("Consultant") relating to Custodial Services ("Services").

Recitals

WHEREAS, City wishes to retain Consultant to provide Custodial Services 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:** United Global Logistic Holding Corp

C. **City:** City of Benicia

D. **Project:** Custodial Services, RFP# 23-054

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 August 31, 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 **$289,432** 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:
Theron Jones
Superintendent
City of Benicia
250 East L Street
Benicia, CA 94510
Phone: (707) 746-4226
Email: tjones@ci.benicia.ca.us

Consultant:
Jibri Watkins
Owner
1990 N. California Blvd., 8th Floor, Walnut Creek, CA 94596

Phone: 510-707-9880

Email: contract@ughlcc.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 $289,432 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 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 agree 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 August 15, 2023, by and between United Global Logistic Holding Corp, 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. 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.

2.7. 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.

2.8. 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.

Title: Custodial Services #RFP# 23-054

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

"United Global Logistic Holding Corp"

By: DocuSigned by: E2024AF4E56B402...

Its: Owner

"City"

By: DocuSigned by: Mario Giuliani 9FA31784A98E490...

Its: 8/17/2023

"City Attorney"

By: DocuSigned by: Ben Stock 3294F30F0AD74E3...

Its: City Attorney

COST PROPOSAL

All costs must be submitted on this form and then put in a separate sealed envelope from the Proposal. Type or print legibly. The proposer must submit a price for all items on the *Cost Proposal*. Prices shall be held firm for a period of 90 days.

Consultant Name	United Global Logistic Holding Corp
Address	1990 N. California Blvd 8th Floor
City, State, Zip Code	Walnut Creek, CA. 94596
Primary Contact	Jibri Watkins
E-mail Address	contact@ughlcc.com
Telephone Number	510-707-9880
Signature	Jibri Watkins
Printed Name	Jibri Watkins
Date	07/12/2023

Custodial Services for City Hall

Item No.	Description	Frequency	Unit Price	Annual Cost
1	Offices/Cubicles/Common Areas – Cleaning	Daily	876.00	10,512.00
2	Kitchen – Cleaning	Daily	193.00	2,316.00
3	Quad & Stairways – Cleaning	Daily	32.00	384.00
4	Restrooms – Cleaning	Daily	300.00	3,600.00
5	Drinking Fountains – Cleaning	Daily	42.00	504.00
6	Offices/Cubicles/Common Areas – Additional Cleaning	Weekly	160.00	1920.00
7	Offices/Cubicles/Common Areas – Additional Cleaning	Monthly	81.00	972.00
	TOTAL PRICE			20,208.00

Custodial Services for Senior Center

Item No.	Description	Frequency	Unit Price	Annual Cost
1	Common Areas – Cleaning	Daily	83.00	996.00
2	Office – Cleaning	Daily	644.00	7,728.00
3	Kitchen – Cleaning	Daily	164.00	1,968.00
4	Restrooms – Cleaning	Daily	225.00	2,700.00
5	Drinking Fountains – Cleaning	Daily	36.00	432.00
6	Offices – Additional Cleaning	Weekly	164.00	1,968.00
7	Common Areas – Additional Cleaning	Monthly	83.00	996.00
	TOTAL PRICE			16,788.00

Custodial Services for FRC/IT

Item No.	Description	Frequency	Unit Price	Annual Cost
1	Offices/Training Room/Common Areas – Cleaning	Daily	401.00	4,812.00
2	Offices - Cleaning	Daily	137.00	1,644.00
3	Kitchen – Cleaning	Daily	137.00	1,644.00
4	Stairways – Cleaning	Daily	30.00	360.00
5	Restrooms – Cleaning	Daily	164.00	1,968.00
6	Drinking Fountains – Cleaning	Daily	38.00	456.00
7	Training Room/Common Areas – Additional Cleaning	Weekly	172.00	2,064.00
8	Offices/Common Areas/Restrooms – Additional Cleaning	Monthly	83.00	996.00
	TOTAL PRICE			13,844.00

Custodial Services for James Lemos Swim Center

Item No.	Description	Frequency	Unit Price	Annual Cost
1	Offices/Lobby – Cleaning	Daily	290.00	3,480.00
2	Restrooms/Locker Rooms – Cleaning	Daily	874.00	10,488.00
3	Offices/Lobby – Additional Cleaning	Weekly	90.00	1,080.00
4	Offices/Lobby/Locker Rooms – Additional Cleaning	Monthly	56.00	672.00
	TOTAL PRICE			15,720.00

Custodial Services for the City of Benicia Public Library

Item No.	Description	Frequency	Unit Price	Annual Cost
1	Main Library / Quiet Room / Computer Stations – Cleaning	Daily	1,467.00	17,604.00
2	Main Library / Quiet Room / Computer Stations – Cleaning	Biweekly	485.00	5,820.00
3	Offices / Restrooms – Additional Cleaning	Monthly	300.00	3,600.00
4	Restrooms – Cleaning	Daily	730.00	8,760.00
5	Meeting Rooms and Gallery – Cleaning	Daily	241.00	2,892.00
6	Kitchen / Staff Break Room – Cleaning	Daily	241.00	4,800.00
7	Staff Work Area / Cubicles Area – Additional Cleaning	Daily	400.00	624.00
8	Library Basement –Cleaning	Daily	52.00	624.00
9	Library Basement –Cleaning	Biweekly	52.00	624.00
10	Library Basement –Cleaning	Monthly	52.00	624.00
11	Administrative Offices – Cleaning	Daily	52.00	624.00
12	Drinking Fountains – Cleaning	Daily	38.00	456.00
13	Additional Requirements – Additional Cleaning	Quarterly	957.00	11,484.00
	TOTAL PRICE (FY24 w/ 7 days of service per week)			60,804.00
	TOTAL PRICE (FY25 w/ 6 days of service per week)			

Custodial Services for Corporation Yard

Item No.	Description	Frequency	Unit Price	Annual Cost
1	Offices & Common Areas – Cleaning	Weekly	55.00	660.00
2	Offices – Additional Cleaning	Monthly	88.00	1,056.00
3	Restrooms - Cleaning	Weekly	31.00	372.00
4	Restrooms – Additional Cleaning	Monthly	41.00	492.00
5	Training Room – Cleaning	Weekly	41.00	492.00
	TOTAL PRICE			3,072.00

Custodial Services for Fire Station 11

Item No.	Description	Frequency	Unit Price	Annual Cost
1	General Cleaning – Admin Office Bathroom	Semi-weekly	161.00	1,932.00
2	General Cleaning – Admin Office Area	Semi-weekly	93.00	1,116.00
3	General Cleaning – Lunch & Conference Rooms	Semi-weekly	93.00	1,116.00
4	Additional Cleaning-Admin Office Area	Monthly	11.00	132.00
5	Glass Care – All Windows	Bi-annually (June & December)	6.00	72.00
6	Carpet Cleaning	Bi-annually (June & December)	11.00	132.00
7	Deep Cleaning – Strip & Wax Floors	Bi-annually (June & December)	25.00	300.00
	TOTAL PRICE			4,800.00

Custodial Services for Wastewater Treatment Plant

Item No.	Description	Frequency	Unit Price	Annual Cost
1	Upstairs – Cleaning	Weekly	114.00	1,368.00
2	Breakroom – Cleaning	Weekly	33.00	396.00
3	Restrooms – Cleaning	Weekly	48.00	576.00
4	Downstairs - Cleaning	Weekly	33.00	396.00
5	Blinds & Baseboards	Quarterly		
6	Deep Cleaning	Bi-annually (October & May)	170.00	2,040.00
7	Carpets & Chairs	Annually	19.00	228.00
	TOTAL PRICE			5,184.00

Custodial Services for Water Treatment Plant

Item No.	Description	Frequency	Unit Price	Annual Cost
1	Floor Care – Operations Building	Weekly	101.00	1,212.00
2	General Cleaning – Operations Building	Semi-weekly	101.00	1,212.00
3	Glass Care – Operations Building	Monthly	62.00	744.00
4	Floor Care – Strip & Wax	Bi-annually (July & January)	51.00	612.00
5	Glass Care – All Windows	Bi-annually (October & May)	43.00	516.00
	TOTAL PRICE			4,296.00

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Contract ID #23-054A1

FIRST AMENDMENT TO AGREEMENT

This FIRST Amendment of the Agreement, entered into July 15, 2025, by and between the City of Benicia, a municipal corporation (hereinafter "CITY") and United Global Logistic Holding Corp, a Corporation , with its primary office located at 1990 N. California Blvd, 8th Floor, Walnut Creek, CA 94596,
(hereinafter "CONTRACTOR"), is made with reference to the following:

1. Recitals

A. On August 15, 2023, an agreement identified as Contract ID # 23-054 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. Services Being Provided

Services Contractor Agrees to Perform paragraph of the Agreement is modified to include: Custodial Services for Police Department Offices, Finance Offices, City Manager's Offices, Human Resources Offices, Parks & Building Maintenance Offices, Clocktower, and City Gym.

2.3. Compensation

Compensation paragraph of the Agreement is modified to: This contract is being increased in the amount of $458,780, for a new total amount not to exceed $748,212.

2.4. 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 15, 2025.

[SIGNATURES ON THE FOLLOWING PAGE]

Docusign Envelope ID: D62E412F-9F2D-4F62-8F70-1713A357B999

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

"United Global Logistic Holding Corp" By: DocuSigned by: E2024AF4E56B402...

Its: Owner

"City" By: _____

Its: _____

"City Attorney" By: _____

Its: City Attorney

Docusign Envelope ID: D62E412F-9F2D-4F62-8F70-1713A357B999

Exhibits List

A - CUSTODIAL SERVICES ADDITIONS

Docusign Envelope ID: D62E412F-9F2D-4F62-8F70-1713A357B999

Exhibit A

CUSTODIAL SERVICES ADDITIONS

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Additional Custodial Services

LOCATION	STAFF	FREQUENCY	MONTHLY AMOUNT	
			TOTAL $10,800.00 LINE 3-7	3-7 group together on quote not broke down.
FINANCE	2	9-80 M-TH M-FR		
CMO	2	9-80 M-TH M-FR		
CITY GYM	2	9-80 M-TH M-FR		
CLOCKTOWER	2	MON & WED		
HUMAN RESOURCES	2	9-80 M-TH M-FR		
PARKS & BUILDING MAINT.	2	M-WED-FRI	$3,372.00	
POLICE DEPARTMENT	0	M-F	$12,000	Need DOJ cleared staff X3. Hours TBD.
			TOTAL: $26,172.00	Per month