

**BENICIA CITY COUNCIL
CITY COUNCIL MEETING AGENDA**

**May 19, 2026
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 maintains an open office on the first and third Mondays of the month (except holidays) in the Mayor's office of City Hall from 4:30 to 6:00 p.m. No appointment is necessary. Other meeting times may be scheduled through City Hall by calling 707-746-4200.

7. PROCLAMATIONS

8. APPOINTMENTS

9. PRESENTATIONS

9.A FRANCHISE AGREEMENT UPDATE

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 APRIL 21, 2026 AND APRIL 28, 2026 SPECIAL AND REGULAR MEETINGS

[April 21, 2026 Regular City Council Meeting Minutes](#)
[April 28, 2026 Special City Council Meeting Minutes](#)
[April 28, 2026 Regular City Council Meeting Minutes](#)

14.B REQUEST TO FLY THE RAINBOW FLAG IN RECOGNITION OF LGBTQIA+ PRIDE MONTH

RECOMMENDED ACTION: Provide direction to staff by minute order on whether or not to fly the Rainbow Pride Flag on the City Hall flagpole during the month of June 2026.

[Staff Report - Request to Fly Rainbow Pride Flag in Recognition of Pride Month](#)
1. Outdoor Flag Display Policy

14.C REQUEST TO FLY THE JUNETEENTH LIBERATION FLAG

RECOMMENDED ACTION: Provide direction to staff by minute order on whether or not to fly the Juneteenth Liberation Flag on the City Hall flagpole and its duration.

[Staff Report - Request to Fly Juneteenth Liberation Flag](#)
1. Outdoor Flag Display Policy

14.D APPROVAL OF A BUDGET AMENDMENT FOR THE FY 24/25 CALRECYCLE CITY/COUNTY PAYMENT PROGRAM

RECOMMENDED ACTION: Adopt a resolution (Attachment 1) approving \$6,352.70 to be reappropriated into the current budget for expenditures in account code 2208000-7008 and authorize the Finance Director authority to make the necessary revenue and expenditures increases to the budget.

[Staff Report - Approval of Budget Amendment for CCP](#)
1. Resolution- Approval of Budget Amendment for CCP

14.E APPROVAL OF STANTEC CONSULTING SERVICES, INC. MASTER AGREEMENT AMENDMENT

RECOMMENDED ACTION: Move to adopt a resolution (Attachment 1) approving a Fourth Amendment (Attachment 2) to the original MSA increasing the not-to-exceed amount from \$450,000 to \$633,000 for FY 2025/26; and authorizing the City Manager to execute the amendment on behalf of the City.

[Staff Report - Approval of Stantec Amendment to Master Agreement](#)

1. [Resolution - Approval of Stantec Amendment to Master Agreement](#)
2. [Fourth Amendment to Master Agreement - Stantec Consulting, Inc.](#)
3. [Master Professional Engineering Agreement \(MSA\) - Stantec Consulting Services, Inc.](#)
4. [Third Amendment to Master Agreement - Stantec Consulting Services, Inc.](#)

14.F APPROVAL OF REIMBURSEMENT AGREEMENT BETWEEN THE CITY OF FAIRFIELD AND THE CITY OF BENICIA FOR THE ONE BAY AREA GRANT CYCLE 2 FUNDING SWAP AND APPROVAL OF A BUDGET AMENDMENT

RECOMMENDED ACTION: Adopt a resolution (Attachment 1) approving the reimbursement agreement with the City of Fairfield (Attachment 2) in the amount of \$334,710. Authorizing the Finance Director the authority to make the necessary revenue and expenditures increases to the budget and the City Manager to execute the agreement on behalf of the City.

[Staff Report - Approval of Reimbursement Agreement with City of Fairfield_OBAG 2](#)

1. [Resolution - Approval of Reimbursement Agreement with City of Fairfield_OBAG 2](#)
2. [City of Fairfield City of Benicia - Reimbursement Agreement](#)

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

15. BUSINESS ITEMS

15.A AUTHORIZATION TO SUBMIT BAY AREA AIR DISTRICT REPAIR OPPORTUNITY GRANT APPLICATION AND TO SERVE AS A CO-APPLICANT FOR COMMUNITY PARTNER APPLICATIONS

RECOMMENDED ACTION: There are two recommendations included with this item: 1. Move to adopt a resolution (Attachment 1) authorizing submission of the City of Benicia's Bay Area Air District REPAIR (Reinvesting Penalties for Air Improvement and Resilience) Opportunity Grant application in an amount up to \$5 million; and 2. Move to adopt a resolution (Attachment 2) authorizing the City of Benicia to serve as a co-applicant for Bay Area Air District REPAIR Opportunity Grant applications submitted by BCAMP, Sustainable Solano, and Benicia Unified School District, and authorizing the City Manager or designee to execute all related documents.

[Staff Report - Air District Grant Opportunity & Co-Applicants](#)

1. [Resolution - Authorizing the Submission of the City of Benicia's Bay Area Air District REPAIR Opportunity Grant Application](#)

[2. Resolution - Supporting Community Partner REPAIR Opportunity Grant Applications and Authorizing the City of Benicia to Serve as Co-Applicant](#)

15.B PUBLIC HEARING ON TERMS OF A PROPOSED LIMITED CHARTER FOR THE CITY OF BENICIA AND POLICY DIRECTION FOR THE STRUCTURE OF A PROPOSED REAL PROPERTY TRANSFER TAX

RECOMMENDED ACTION: There are two recommendations associated with this item: 1. Hold the first of two public hearings regarding the proposed terms of the Limited Charter as required by Government Code Section 34458, prior to the measure's placement on the November 3, 2026, ballot. 2. Provide staff with feedback and direction regarding the structure for the proposed RPTT to be placed on the November 3, 2026, ballot.

[Staff Report - Proposed Limited Charter and RPTT Ballot Measures](#)

[1. Draft Ordinance - Establishing the City of Benicia as a Charter City](#)

15.C FY 2025/26 THIRD QUARTER BUDGET REPORT

RECOMMENDED ACTION: Accept, by minute order, the FY 2025/26 Q3 Budget Report.

[Staff Report - FY26 Q3 Budget Report](#)

15.D DISCUSSION OF REGULATIONS FOR ALCOHOLIC BEVERAGE RETAIL AND TOBACCO RETAIL

RECOMMENDED ACTION: REVIEWED ACTION: Review and discuss the information provided in the report. No formal action is requested.

[Staff Report - Alcohol and Tobacco Regulations](#)

[1. Excerpt from BMC Tobacco Retail Regulations](#)

15.E APPROVAL OF TASK ORDER NO. 2 WITH CONSOR NORTH AMERICA, INC., FOR CONSTRUCTION MANAGEMENT SERVICES FOR THE 2026 CITYWIDE PAVEMENT REHABILITATION PROJECT

RECOMMENDED ACTION: Move to adopt a resolution (Attachment 1) approving Task Order No. 2 (Attachment 2) to the Master Professional Construction Management and Inspection Services Agreement with Consor in the amount of \$325,656.72 for the Construction Management Services for the Project; and authorizing the City Manager or Finance Director to execute the task order on behalf of the City.

[Staff Report - Approval of Task Order No. 2 with Consor for CM 2026 Pavement Rehab Project](#)

[1. Resolution - Approval of Task Order No. 2 with Consor for CM 2026 Pavement Rehab Project](#)

[2. Consor Task Order 2 CM for 2026 Citywide Pavement Rehab Project](#)

[3. Master Professional Agreement and Amendment - Consor North America, Inc.](#)

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

16.A AD HOC "ACT" TASK FORCE GROUPS UPDATES

[Ad Hoc "ACT" Task Force Groups Updates](#)

17. COUNCIL MEMBER COMMITTEE REPORTS

(Council Members serve on various internal and external committees on behalf of the City. Links to current agendas, minutes and meeting schedules, as available, from these various committees are included in the agenda packet. Oral reports by the Council Members are made only by exception.)

17.A COUNCIL MEMBER COMMITTEE REPORTS

[Council Member Committee Reports](#)

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

Public Participation

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

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

Americans with Disabilities Acts

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

Meeting Procedures

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

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

Public Records and Writings Received After Agenda Posting

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

Contact Your Council Members

Voicemail for Mayor and Council Members: (707) 746-4213

Mayor Steve Young: SYoung@ci.benicia.ca.us

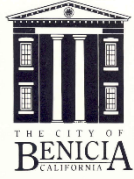
Vice Mayor Trevor Macenski: TMacenski@ci.benicia.ca.us

Council Member Kari Birdseye: KBirdseye@ci.benicia.ca.us

Council Member Lionel Largaespada: LLargaespada@ci.benicia.ca.us

Council Member Terry Scott: TScott@ci.benicia.ca.us

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MINUTES OF THE
REGULAR MEETING – CITY COUNCIL
APRIL 21, 2026
6:00 P.M.

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

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

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

3) ROLL CALL

All Council Members were present.

4) PLEDGE OF ALLEGIANCE

5) REFERENCE TO THE FUNDAMENTAL RIGHTS OF THE PUBLIC

6) ANNOUNCEMENTS

6.A MAYOR'S OFFICE HOURS

7) PROCLAMATIONS

7.A PROCLAMATION - NATIONAL VOLUNTEER WEEK APRIL 19-25, 2026

Proclamation - National Volunteer Week 

8) APPOINTMENTS

9) PRESENTATIONS

9.A PRESENTATION - COMMUNITY UPDATE - PLAYGROUND OF DREAMS SWING PROJECT (Presenter: Dan Smith)

10) ADOPTION OF AGENDA

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

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

11) OPPORTUNITY FOR PUBLIC COMMENTS

12) WRITTEN COMMENT

13) PUBLIC COMMENT

1. Christina Strawbridge - Mrs. Strawbridge discussed the opening of the Farmer's Market and the need for donations for Fourth of July fireworks.
2. Jennifer Baker - Ms. Baker discussed National Library Week.
3. Gretchen Burgess - Ms. Burgess discussed the Playground of Dreams.
4. Stephen Golub - Mr. Golub discussed an idea for a proclamation.

14) **CONSENT CALENDAR**

14.A **ACCEPTANCE OF THE VALERO FLOW METER REPLACEMENT PROJECT**



[Staff Report - Acceptance of Valero Flow Meter Replacement Project](#) 

1. [Resolution - Acceptance of Valero Flow Meter Replacement Project](#) 
2. [Notice of Completion](#) 

RESOLUTION NO. 26- 21 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA ACCEPTING THE VALERO FLOW METER REPLACEMENT PROJECT AS COMPLETE, AUTHORIZING THE CITY MANAGER TO SIGN THE NOTICE OF COMPLETION, AUTHORIZING THE CITY CLERK TO FILE SAME WITH THE SOLANO COUNTY RECORDER'S OFFICE

14.B **AWARD CONSTRUCTION CONTRACT AND APPROVE A NOTICE OF EXEMPTION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT FOR THE 2026 CITYWIDE CURB RAMP IMPROVEMENTS PROJECT**

[Staff Report - Award of Contract for 2026 Citywide Curb Ramp Improvements Project](#) 

1. [Resolution - 2026 Citywide Curbramp Improvements Project](#) 
2. [Agreement - Agreement with Sposeto Engineering, Inc.](#) 
3. [Notice of Exemption - 2026 Citywide Curb Ramp Improvements Project](#) 

RESOLUTION NO. 26- 22 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA ACCEPTING THE BIDS FOR THE 2026 CITYWIDE CURB RAMP IMPROVEMENTS PROJECT, AWARDING THE CONSTRUCTION

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CONTRACT TO SPOSETO ENGINEERING, INC. OF LIVERMORE, CA, AND AUTHORIZING THE CITY MANAGER AND FINANCE DIRECTOR TO SIGN THE CONSTRUCTION CONTRACT ON BEHALF OF THE CITY, AUTHORIZING THE PROJECT MANAGER TO SIGN CONTRACT CHANGE ORDERS UP TO THE 15% CONTINGENCY AND APPROVING A NOTICE OF EXEMPTION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT GUIDELINES

14.C APPROVING A BUDGET AMENDMENT TO COVER EXPENSES RELATED TO THE LIBRARY ART GALLERY IN THE CURRENT AND UPCOMING FISCAL YEAR

[Staff Report - Budget Amendment to Cover Expenses Related to the Library Art Gallery for Fiscal Year 2526 and Fiscal Year 2627](#) 

[1. Resolution - Budget Amendment to Cover Expenses Related to the Library Art Gallery for Fiscal Year 2526 and Fiscal Year 2627](#) 

RESOLUTION NO. 26- 23 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA APPROVING A BUDGET AMENDMENT TO COVER EXPENSES RELATED TO THE LIBRARY ART GALLERY FOR FISCAL YEAR 25/26 AND FISCAL YEAR 26/27 AND AUTHORIZING THE FINANCE DIRECTOR TO MAKE THE NECESSARY BUDGET AMENDMENT

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

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

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

Noes: (None)

15) BUSINESS ITEMS

15.A BAY AREA AIR DISTRICT REPAIR (REINVESTING PENALTIES FOR AIR IMPROVEMENT AND RESILIENCE) CATALYST GRANT APPLICATION

[Staff Report - Bay Area Air District REPAIR Catalyst and Opportunity Grants](#) 

RESOLUTION NO. 26- 24 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA AUTHORIZING THE SUBMISSION OF THE BAY AREA AIR DISTRICT REPAIR CATALYST GRANT APPLICATION AND AUTHORIZING

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THE CITY MANAGER OR DESIGNEE TO EXECUTE ALL RELATED DOCUMENTS

Sarah Shawky, Deputy City Manager, and Alex Gibbs, Townsend Public Affairs, reviewed the staff report and a PowerPoint presentation.

Council and Staff discussed the presentation and options.

Public Comment:

Kathy Kerridge - Ms. Kerridge discussed suggestions regarding the grants.

Constance Beutel - Ms. Beutel discussed suggestions regarding the grants.

Stephen Golub - Mr. Golub discussed suggestions regarding the grants.

Citizen - the citizen asked for clarification on window replacement funding.

Betty Lucas - Ms. Lucas discussed suggestions regarding the grants.

Council and Staff discussed the grant application. On the regranting Program, Council would like Staff to concentrate on the portion of the community that has been impacted the most and are underserved.

1. Resolution - Authorize Bay Area Air District REPAIR Catalyst Grant Application



On motion of Vice Mayor Macenski, seconded by Council Member Birdseye, Council received the presentation, and adopted Resolution 26-24, on roll call by the following vote:

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

Noes: (None)

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

17.A COUNCIL MEMBER COMMITTEE REPORTS

[Council Member Committee Reports](#)

18) PUBLIC COMMENT FOR CLOSED SESSION

None.

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19) **ADJOURN TO CLOSED SESSION**

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

Mayor Young adjourned the meeting to Closed Session at 9:47 p.m.

20) **RECONVENE OPEN SESSION**

Mayor Young reconvened the Open Session at 10:08 p.m.

21) **ANNOUNCEMENTS FROM CLOSED SESSION, IF ANY**

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

22) **ADJOURNMENT (8:30 P.M.)**

Mayor Young adjourned the meeting at 10:08 p.m.

City Clerk

DRAFT



MINUTES OF THE
SPECIAL MEETING – CITY COUNCIL
APRIL 28, 2026
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**

Mayor Young called the Special Meeting to order at 5:32 p.m.

2) **CONVENE OPEN SESSION**

3) **ROLL CALL**

All Council Members were present.

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

5) **PUBLIC COMMENT FOR CLOSED SESSION**

None.

6) **ADJOURN TO CLOSED SESSION**

6.A CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION

Mayor Young adjourned the meeting to Closed Session at 5:32 p.m.

7) **RECONVENE OPEN SESSION**

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

8) **ANNOUNCEMENTS FROM CLOSED SESSION, IF ANY**

Mary Warner, Assistant City Attorney, reported that Council took no reportable action during Closed Session.

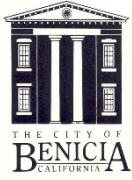
9) **ADJOURNMENT**

Mayor Young adjourned the Special Meeting at 6:00 p.m.

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City Clerk

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MINUTES OF THE REGULAR MEETING – CITY COUNCIL APRIL 28, 2026 6:00 P.M.

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

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

Mayor Young called the Regular Meeting to order at 6:00 p.m.

2) **CONVENE OPEN SESSION**

3) **ROLL CALL**

All Council Members were present.

4) **PLEDGE OF ALLEGIANCE**

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

6) **ANNOUNCEMENTS**

7) **PROCLAMATIONS**

7.A **PROCLAMATION - SEXUAL ASSAULT AWARENESS MONTH - APRIL 2026**

Proclamation - Sexual Assault Awareness Month 

8) **APPOINTMENTS**

9) **PRESENTATIONS**

10) **ADOPTION OF AGENDA**

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

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

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Noes: (None)

11) OPPORTUNITY FOR PUBLIC COMMENTS

12) WRITTEN COMMENT

13) PUBLIC COMMENT

None.

14) CONSENT CALENDAR

14.A MINUTES FROM THE APRIL 7, 2026 SPECIAL AND REGULAR MEETINGS

[April 7, 2026 Special City Council Meeting Minutes](#) 
[April 7, 2026 Regular City Council Meeting Minutes](#) 

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

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

15) BUSINESS ITEMS

15.A BUSINESS LICENSE TAX MODERNIZATION - INFORMATIONAL WORKSHOP

[Staff Report - Business License Tax Modernization Informational Workshop](#) 

Mario Giuliani, City Manager, introduced the item.

Eric Myers, Senior Operations Manager, HdL Companies, reviewed the staff report and a PowerPoint presentation.

Council and Staff discussed the presentation.

Public Comment:

1. Citizen - the citizen discussed concern regarding equity for small businesses.

Council and Staff discussed the presentation.

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15.B CONSIDERATION TO PROCEED WITH STEPS TO PLACE LIMITED CITY CHARTER AND REAL PROPERTY TRANSFER TAX BALLOT MEASURES ON NOVEMBER 2026 BALLOT

Staff Report - Limited Charter & RPTT Ballot Measures Process 
1. Draft Ordinance - Proposed Limited City Charter 

Sarah Shawky, Deputy City Manager, and Michael Perkins, Baker Tilly, reviewed the staff report and PowerPoint presentation.

Council and Staff discussed the presentation.

Public Comment:

None

Council discussed concerns regarding the mailers, signs, etc. that were used in the 2024 election. Council requested analysis on what the difference would be if the limit were \$1.5 million vs. \$2 million.

On motion of Council Member Scott, seconded by Council Member Birdseye, Council approved, by motion, to proceed with the necessary steps, pursuant to Gov. Code Section 34458 and the California Elections Code, to place the two ballot measures on the November 2026 ballot, and to explore ideas presented during the meeting, on a roll call by the following vote:

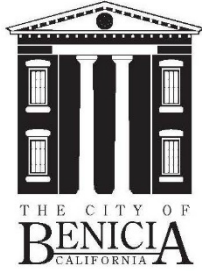
Ayes: Council Member Birdseye, Vice Mayor Macenski, Council Member Scott,
Mayor Young

Noes: Council Member Largaespada

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

Mayor Young adjourned the meeting at 9:14 p.m.

City Clerk



**AGENDA ITEM
CITY COUNCIL MEETING DATE – MAY 19, 2026
CONSENT CALENDAR**

TO : City Council

FROM : City Manager

SUBJECT : **REQUEST TO FLY THE RAINBOW FLAG IN RECOGNITION OF LGBTQIA+ PRIDE MONTH**

EXECUTIVE SUMMARY:

This request is for the City to fly the Rainbow Pride Flag on the City Hall flagpole during the month of June 2026, in recognition of LGBTQIA+ Pride Month. This request is being brought forward by Mayor Young, pursuant to the City’s Outdoor Flag Display Policy (Attachment 1) which states that “the City shall display commemorative flags only if authorized by the City Council as an expression of the City’s official sentiments.” The policy also states that “the City Council shall only consider a request to display a commemorative flag if the request is made by a member of the Benicia City Council.”

RECOMMENDATION:

Provide direction to staff by minute order on whether or not to fly the Rainbow Pride Flag on the City Hall flagpole during the month of June 2026.

BUDGET INFORMATION:

There is no direct budget impact associated with flying the Rainbow Pride Flag.

BACKGROUND:

LGBTQIA+ History Month is a month-long annual observance of lesbian, gay, bisexual, and transgender history, and the history of gay rights and related civil rights movements, currently celebrated in the month of June. In the United States the last Sunday in June was initially celebrated as “Gay Pride Day,” but the actual day was flexible. In major cities across the nation the “day” soon grew to encompass a month-long series of events. Today, celebrations include pride parades, picnics, parties, workshops, symposia and concerts, and LGBTQIA+ Pride Month events which attract millions of participants around the world. Memorials are held during this month for those members of the community who have been lost to hate crimes or HIV/AIDS. The purpose of the commemorative month is to recognize the impact that lesbian, gay, bisexual and transgender individuals have had on history locally, nationally, and internationally.

The City’s Outdoor Flag Display Policy (Attachment 1) states that “the City shall display commemorative flags only if authorized by the City Council as an expression of the City’s official sentiments.” The policy also states that “the City Council shall only consider a request to display a commemorative flag if the request is made by a member of the Benicia City Council.” This request to fly the Rainbow Pride Flag during the month of June 2026 is being brought forward by Mayor Young, pursuant to this policy.

NEXT STEPS:

The next step will be to follow Council’s direction on whether or not to fly the Rainbow Pride Flag on the City Hall flagpole during the month of June 2026.

ALTERNATIVE ACTIONS:

Council could choose to authorize the Rainbow Pride Flag to be displayed on the City Hall flagpole during the month of June 2026, or to not authorize this flag to be displayed.

CEQA Analysis	The requested action is exempt from CEQA because it will not result in a direct or indirect physical change in the environment and therefore is not a project as defined in CEQA Guidelines Section 15378.
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ATTACHMENT:

1. Outdoor Flag Display Policy

For more information contact: City Manager Mario Giuliani
Phone: 707.746.4200
E-mail: mgiuliani@ci.benicia.ca.us

CITY OF BENICIA
OUTDOOR FLAG DISPLAY POLICY

Background:

The Benicia City Council desires to establish a policy regarding: (1) the outdoor display of the United States Flag, the California State Flag, and the City of Benicia Flag at City facilities; and (2) the outdoor display of commemorative flags at Benicia City Hall.

In adopting this policy, the City Council declares that the City of Benicia's flagpoles are not intended to serve as a forum for free expression of the public, but rather for the display of Federal, State, and City Flags, and any commemorative flag as may be authorized by the City Council as an expression of the City Council's official sentiments.

Purpose:

The purpose of this policy is to provide procedural guidance for the outdoor display of flags at City facilities. Nothing in this policy is intended to control the City's indoor display of flags, including commemorative flags, within City facilities.

Policy:

I. Standards

Flags shall be displayed in accordance with Federal and State statutes, including, but not limited to, Title 4, Chapter 1 of the United States Code and Sections 430 through 439 of the California Government Code, and this policy.

II. Procedure

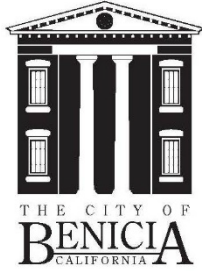
A. United States Flag, California State Flag, and City of Benicia Flag

1. No other flag shall be placed above the United States Flag and no other flag shall be larger than the United States Flag. Other flags may be flown at the same height and in the same size, in accordance with this policy. Where both the United State Flag and the California State Flags are flown, they shall be of the same size.
2. Flags should be hoisted briskly and lowered ceremoniously. The United States Flag should be hoisted first and lowered last.
3. Flags shall be displayed during operating hours on all days on which the City is open for business, and on national and state holidays. Flags may be displayed twenty-four (24) hours a day as long as they are illuminated during darkness.

4. Flags shall not be displayed during inclement weather. However, all-weather flags may be displayed twenty-four (24) hours a day if they are illuminated during darkness.
5. When flags are displayed on a single pole, the order from top to bottom shall be: The United States Flag, the California State Flag, and if displayed, the City of Benicia Flag.
6. When the flags are flown from adjacent flag poles, the United States Flag shall be flown at the highest point of honor, which is the furthest point to the left from the standpoint of the observer ("the flag's right"). The California State Flag shall be placed in the second position of honor. The City of Benicia Flag, if displayed, shall be placed in the third position of honor.
7. The United States Flag, the State of California Flag and the City of Benicia Flag shall be flown at Benicia City Hall.

B. Commemorative Flags

1. The City's flagpoles are not intended to serve as a forum for free expression by the public. The City shall display commemorative flags only if authorized by the City Council as an expression of the City's official sentiments. Any such authorization shall be given at a duly noticed meeting of the City Council.
 - (a) The City Council shall only consider a request to display a commemorative flag if the request is made by a member of the Benicia City Council.
2. Commemorative flags shall be displayed for a period of time that is reasonable or customary for the subject that is to be commemorated, but no longer than thirty-one (31) continuous days.
3. Commemorative flags shall be displayed exclusively at Benicia City Hall. Such flags may be displayed on the City Hall flag pole.
4. Commemorative flags displayed on the Benicia City Hall flagpole shall be displayed in the last position of honor beneath the City of Benicia Flag, unless otherwise directed by the City Council and to the extent such display does not conflict with federal law, state law, or this policy.



**AGENDA ITEM
CITY COUNCIL MEETING DATE – MAY 19, 2026
CONSENT CALENDAR**

TO : City Council

FROM : City Manager

SUBJECT : **REQUEST TO FLY THE JUNETEENTH LIBERATION FLAG**

EXECUTIVE SUMMARY:

This request is for the City to fly the Juneteenth Liberation Flag on the City Hall flagpole to recognize June 19th, 2026 as Juneteenth, an annual holiday commemorating the end of slavery in the United States. This request is being brought forward by Mayor Young pursuant to the City’s Outdoor Flag Display Policy (Attachment 1), which states that “the City shall display commemorative flags only if authorized by the City Council as an expression of the City’s official sentiments.” The policy also states that “the City Council shall only consider a request to display a commemorative flag if the request is made by a member of the Benicia City Council.”

RECOMMENDATION:

Provide direction to staff by minute order on whether or not to fly the Juneteenth Liberation Flag on the City Hall flagpole and its duration.

BUDGET INFORMATION:

There is no direct budget impact associated with flying the Juneteenth Liberation Flag.

BACKGROUND:

Juneteenth is an annual holiday, celebrated on June 19th, commemorating the end of slavery in the United States. On January 1, 1863, Abraham Lincoln issued the Emancipation Proclamation, which declared that all enslaved people were free, but many people still remained enslaved. On June 19, 1865, over two years after the signing of the Emancipation Proclamation, Union troops rode into Galveston, Texas, to announce that the Civil War was over, and all enslaved people were free.

Juneteenth is also known as Freedom Day, Jubilee Day, Emancipation Day, and Liberation Day. Juneteenth celebrations in the United States typically include religious services, speeches, educational events, family gatherings, and festivals with food, music, and dancing.

The City’s Outdoor Flag Display Policy (Attachment 1) states that “the City shall display commemorative flags only if authorized by the City Council as an expression of the

City’s official sentiments.” The policy also states that “the City Council shall only consider a request to display a commemorative flag if the request is made by a member of the Benicia City Council.” This request to fly the Juneteenth Liberation Flag to recognize June 19th, 2026 as Juneteenth, is being brought forward by Mayor Young, pursuant to this policy.

NEXT STEPS:

The next step will be to follow Council’s direction on whether or not to fly the Juneteenth Liberation Flag on the City Hall flagpole.

ALTERNATIVE ACTIONS:

Council could choose to authorize the Juneteenth Liberation Flag to be displayed on the City Hall flagpole, or to not authorize this flag to be displayed.

CEQA Analysis	The requested action is exempt from CEQA because it will not result in a direct or indirect physical change in the environment and therefore is not a project as defined in CEQA Guidelines Section 15378.
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ATTACHMENT:

1. Outdoor Flag Display Policy

For more information contact: City Manager, Mario Giuliani

Phone: 707.746.4200

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

CITY OF BENICIA
OUTDOOR FLAG DISPLAY POLICY

Background:

The Benicia City Council desires to establish a policy regarding: (1) the outdoor display of the United States Flag, the California State Flag, and the City of Benicia Flag at City facilities; and (2) the outdoor display of commemorative flags at Benicia City Hall.

In adopting this policy, the City Council declares that the City of Benicia's flagpoles are not intended to serve as a forum for free expression of the public, but rather for the display of Federal, State, and City Flags, and any commemorative flag as may be authorized by the City Council as an expression of the City Council's official sentiments.

Purpose:

The purpose of this policy is to provide procedural guidance for the outdoor display of flags at City facilities. Nothing in this policy is intended to control the City's indoor display of flags, including commemorative flags, within City facilities.

Policy:

I. Standards

Flags shall be displayed in accordance with Federal and State statutes, including, but not limited to, Title 4, Chapter 1 of the United States Code and Sections 430 through 439 of the California Government Code, and this policy.

II. Procedure

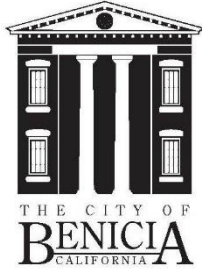
A. United States Flag, California State Flag, and City of Benicia Flag

1. No other flag shall be placed above the United States Flag and no other flag shall be larger than the United States Flag. Other flags may be flown at the same height and in the same size, in accordance with this policy. Where both the United State Flag and the California State Flags are flown, they shall be of the same size.
2. Flags should be hoisted briskly and lowered ceremoniously. The United States Flag should be hoisted first and lowered last.
3. Flags shall be displayed during operating hours on all days on which the City is open for business, and on national and state holidays. Flags may be displayed twenty-four (24) hours a day as long as they are illuminated during darkness.

4. Flags shall not be displayed during inclement weather. However, all-weather flags may be displayed twenty-four (24) hours a day if they are illuminated during darkness.
5. When flags are displayed on a single pole, the order from top to bottom shall be: The United States Flag, the California State Flag, and if displayed, the City of Benicia Flag.
6. When the flags are flown from adjacent flag poles, the United States Flag shall be flown at the highest point of honor, which is the furthest point to the left from the standpoint of the observer ("the flag's right"). The California State Flag shall be placed in the second position of honor. The City of Benicia Flag, if displayed, shall be placed in the third position of honor.
7. The United States Flag, the State of California Flag and the City of Benicia Flag shall be flown at Benicia City Hall.

B. Commemorative Flags

1. The City's flagpoles are not intended to serve as a forum for free expression by the public. The City shall display commemorative flags only if authorized by the City Council as an expression of the City's official sentiments. Any such authorization shall be given at a duly noticed meeting of the City Council.
 - (a) The City Council shall only consider a request to display a commemorative flag if the request is made by a member of the Benicia City Council.
2. Commemorative flags shall be displayed for a period of time that is reasonable or customary for the subject that is to be commemorated, but no longer than thirty-one (31) continuous days.
3. Commemorative flags shall be displayed exclusively at Benicia City Hall. Such flags may be displayed on the City Hall flag pole.
4. Commemorative flags displayed on the Benicia City Hall flagpole shall be displayed in the last position of honor beneath the City of Benicia Flag, unless otherwise directed by the City Council and to the extent such display does not conflict with federal law, state law, or this policy.



**AGENDA ITEM
CITY COUNCIL MEETING DATE – MAY 19, 2026
CONSENT CALENDAR**

TO : City Manager

FROM : Public Works Director

SUBJECT : **APPROVAL OF A BUDGET AMENDMENT FOR THE FY 24/25
CALRECYCLE CITY/COUNTY PAYMENT PROGRAM**

EXECUTIVE SUMMARY:

Staff are requesting the unused funds received from the CalRecycle City/County Payment Program (CCPP) in FY 24/25 be carried over to FY 25/26, so the funds can be spent within the appropriate grant cycle. The FY 24/25 cycle allows two years for expenditures. The grant term expires on January 5, 2027.

RECOMMENDATION:

Adopt a resolution (Attachment 1) approving a budget amendment of \$6,353 to increase expenditures in the Recycling Grants Fund (org/object 2208000-7008; Grant No. 25-G004) and authorize the Finance Director to make the necessary budget amendments.

BUDGET INFORMATION:

There is no additional impact to the General Fund. The budget amendment is to increase expenditure appropriations in the Recycling Grants Fund (Fund 220) offset by fund balance. The grant funds were already received from the CCPP, and the requested budget amendment is to increase expenditures and carryover the remaining unused balance of the grant, which needs to be spent within the two-year payment program cycle.

BACKGROUND:

The CalRecycle City/County Payment Program is a \$10.5 million annual entitlement program providing funding to California local governments for beverage container recycling and litter reduction. It helps cities and counties reach the state's 80% recycling rate goal through projects like waste diversion, public education, and cleanup.

The City is eligible to apply to receive funding of approximately \$7,000 each year from CalRecycle's CCPP. Each program cycle allows two years to expend the funds. The FY 24-25 grant term ends on January 5, 2027.

The City relies on these funds for beverage recycling education and outreach, training, litter cleanup supplies, and liners for First Street trash/recycle bins, and beverage recycling containers for City parks.

Beverage recycling containers are expensive and historically, we have been able to carry over funds to have more money to purchase a larger volume of beverage containers or trash/recycle bins. It's not cost effective to purchase one bin at a time with the cost of shipping.

NEXT STEPS:

If Council approves the budget amendment, staff will purchase recycling bins for the Parks Division to use in public parks before the grant term expires.

ALTERNATIVE ACTIONS:

If Council does not approve the budget amendment, then the City will need to return the remaining grant funds to CalRecycle.

CEQA Analysis	This action is not subject to the California Environmental Quality Act under Guidelines Section 15378 (b)(5) because organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment do not constitute a project.
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ATTACHMENT:

1. Resolution – Approval - Budget Amendment - CalRecycle City/County Payment Program

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

RESOLUTION NO. 26-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA APPROVING A BUDGET AMENDMENT FOR THE FY 24/25 CALRECYCLE CITY/COUNTY PAYMENT PROGRAM

WHEREAS, the CalRecycle City/County Payment Program (CCPP) is a \$10.5 million annual entitlement program providing funding to California local governments for beverage container recycling and litter reduction. It helps cities and counties reach the state's 80% recycling rate goal through projects like waste diversion, public education, and cleanup; and

WHEREAS, the City is eligible to apply to receive funding of approximately \$7,000 each year from CalRecycle's CCPP. Each program cycle allows two years to expend the funds. The grant term ends on January 5, 2027; and

WHEREAS, the City relies on these funds for beverage recycling education and outreach, training, litter cleanup supplies, and liners for First Street trash/recycle bins, and beverage recycling containers for City parks; and

WHEREAS, staff are requesting a budget amendment to increase expenditure appropriations for the unused grant funds received from the FY 24/25 CalRecycle City/County Payment Program and be carried over to FY 25/26, offset by fund balance in the Recycling Grants Fund (org/object 2208000-7008) before the grant term ends.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Benicia does hereby adopt a resolution approving a budget amendment of \$6,353 to increase expenditures in the Recycling Grants Fund (org/object 2208000-7008) and authorize the Finance Director to make the necessary budget amendments.

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 19th day of May 2026 by the following vote:

Ayes:

Noes:

Absent:

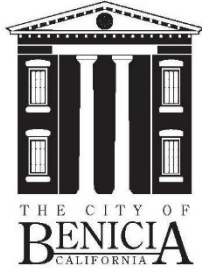
Abstain:

Steve Young, Mayor

Attest:

Lisa Wolfe, City Clerk

Date



**AGENDA ITEM
CITY COUNCIL MEETING DATE – MAY 19, 2026
CONSENT CALENDAR**

TO : City Manager

FROM : Public Works Director

SUBJECT : **APPROVAL OF STANTEC CONSULTING SERVICES, INC.
MASTER AGREEMENT AMENDMENT**

EXECUTIVE SUMMARY:

The City has a Master Professional Engineering Services Agreement (MSA) with Stantec Consulting Services, Inc. (Stantec) for on-call engineering services for water and wastewater projects. The MSA has a compensation limit of \$450,000 per Fiscal Year (FY). An amendment to the MSA is being requested to increase the FY compensation limit for FY 2025/26 so that two amendments to task orders can be issued under this agreement this fiscal year.

RECOMMENDATION:

Move to adopt a resolution (Attachment 1) approving a Fourth Amendment (Attachment 2) to the original MSA increasing the not-to-exceed amount from \$450,000 to \$633,000 for FY 2025/26; and authorizing the City Manager to execute the amendment on behalf of the City.

BUDGET INFORMATION:

There are sufficient funds in the water and wastewater enterprise accounts to fund Stantec's contracts.

BACKGROUND:

On February 16, 2022 City Council approved a MSA with Stantec (Attachment 3) for on-call engineering services (design, construction management and inspection, and project management) for water and wastewater projects.

As of today, \$428,026.51 of the not-to-exceed limit of \$450,000 has been used via task orders and amendments to task orders. Two additional amendments to task orders are needed this FY:

1. First Amendment to Task Order No. 14
 - Water and Wastewater Major Facilities Condition Assessment Update
 - \$161,900
 - Necessary for upcoming Capital Improvement Program and Rate Study.

2. First Amendment to Task Order No. 17

- Chlorine Gas Containment Room Upgrades Evaluation
- \$43,052
- Necessary for the identification of potential upgrades to the existing chlorine gas containment room.

The City does not have sufficient staff or expertise on staff to perform these task order services and requires outside professional engineering services. Stantec has the expertise and resources to perform these needed services. Stantec prepared the original Water and Wastewater Master Plans and Major Facilities Condition Assessments in 2020.

The Fourth Amendment increasing the compensation is consistent with the term extension through June 30, 2027 approved in the Third Amendment entered into on July 1, 2025 (Attachment 4.)

NEXT STEPS:

If approved, the Fourth Amendment to MSA will be processed and subsequently, amendments can be processed for Task Order Nos. 14 and 17.

ALTERNATIVE ACTIONS:

If Council does not approve the fourth amendment to the MSA, then the first amendment to Task Order No. 14 and Task Order No. 17 cannot be issued, which would cause crucial water and wastewater projects to not proceed.

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

1. Resolution – Approval of Stantec Consulting Services, Inc. Amendment to Master Agreement
2. Fourth Amendment to MSA – Stantec Consulting Services, Inc.
3. Master Professional Engineering Agreement (MSA) - Stantec Consulting Services, Inc.
4. Third Amendment to MSA – Stantec Consulting Services, Inc.

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

RESOLUTION NO. 26-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA APPROVING CONTRACT AMENDMENT WITH STANTEC CONSULTING SERVICES, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AMENDMENT ON BEHALF OF THE CITY

WHEREAS, on February 16, 2022, Council approved a Master Professional Engineering Services Agreement (Agreement) with Stantec Consulting Services, Inc. (Stantec) for on-call engineering design, construction management/inspection and project management services for water and wastewater projects; and

WHEREAS, the Agreement has a current compensation limit of \$450,000 per fiscal year (FY) as described in task orders per the first amendment to the Agreement dated January 17, 2023; and

WHEREAS, the second amendment to Agreement, dated February 6, 2024, changed the compensation limit to \$845,000 for FY 2023/24 only; and

WHEREAS, the third amendment to Agreement, dated July 1, 2025, exercised the option to extend the term to June 30, 2027; and

WHEREAS, City staff continues to have a need for outside professional engineering services to perform technical engineering and environmental services; and

WHEREAS, Stantec has the necessary expertise and resources to provide consulting engineering and environmental services; and

WHEREAS, a fourth amendment to the Agreement with Stantec is needed to increase the compensation limit from \$450,000 to \$633,000 for FY 2025/26 so that two amendments to task orders can be issued under the MSA; and

WHEREAS, the fourth amendment increasing the compensation is consistent with the term extension through June 30, 2027 approved in the third amendment entered into on July 1, 2025.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Benicia does hereby approve the fourth amendment to the MSA with Stantec increasing the not-to-exceed amount for FY 2025/26 from \$450,000 to \$633,000; and authorizes the City Manager to execute the fourth amendment on behalf of the City.

On motion of Council Member _____, seconded by Council Member _____, the above Resolution was adopted by the City Council of the City of Benicia at a regular meeting of said Council held on the 19th day of May 2026 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Steve Young, Mayor

Attest:

Lisa Wolfe, City Clerk

Date

FOURTH AMENDMENT TO AGREEMENT

This FOURTH Amendment of the Agreement, entered into May 19, 2026, by and between the City of Benicia, a municipal corporation (hereinafter "CITY") and Stantec, a Corporation, with its primary office located at 3301 C Street, Suite 1900, Sacramento, CA 95816, (hereinafter "CONTRACTOR"), is made with reference to the following:

1. Recitals

- A. On February 16, 2022, an agreement identified as Contract ID # 22-005 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. Compensation

Compensation paragraph of the Agreement, consistent with the term extension through June 30, 2027 approved in the Third Amendment entered into on July 1, 2025, is modified to: This contract is being increased in the amount of \$183,000, for a new total amount not to exceed \$633,000 for Fiscal Year 2025-26 and said limit returning to \$450,000 per fiscal year in remaining years for basic services rendered under Section 1, as more particularly described in authorized Task Orders and/or Rate Schedule attached as Exhibit A, in accordance with the terms and conditions included therein. CONTRACTOR may update its Rate Schedule on an annual basis.

2.2. 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 May 19, 2026.

[SIGNATURES ON THE FOLLOWING PAGE]

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

“Stantec”

By: _____

Its: _____

“City”

By: _____

Its: _____

“City Attorney”

By: _____

Its: City Attorney

Exhibits List

A - Stantec_Billing_Rates_2026

Exhibit A

Stantec_Billing_Rates_2026

EXHIBIT A

SCHEDULE OF BILLING RATES – 2026 (USD)

Below are typical hourly billing rates for various staff based on billing level. Rates are adjusted annually as proposed in the tables below, and as allowed by the City.

Billing Level	Hourly Rate	Description
3 4 5	\$138 \$147 \$164	Junior Level position <ul style="list-style-type: none"> <input type="checkbox"/> Independently carries out assignments of limited scope using standard procedures, methods and techniques <input type="checkbox"/> Assists senior staff in carrying out more advanced procedures <input type="checkbox"/> Completed work is reviewed for feasibility and soundness of judgment <input type="checkbox"/> Graduate from an appropriate post-secondary program or equivalent <input type="checkbox"/> Generally, one to three years' experience
6 7 8	\$172 \$186 \$194	Fully Qualified Professional Position <ul style="list-style-type: none"> <input type="checkbox"/> Carries out assignments requiring general familiarity within a broad field of the respective profession <input type="checkbox"/> Makes decisions by using a combination of standard methods and techniques <input type="checkbox"/> Actively participates in planning to ensure the achievement of objectives <input type="checkbox"/> Works independently to interpret information and resolve difficulties <input type="checkbox"/> Graduate from an appropriate post-secondary program, with credentials or equivalent <input type="checkbox"/> Generally, three to six years' experience
9 10 11	\$203 \$212 \$228	First Level Supervisor or first complete Level of Specialization <ul style="list-style-type: none"> <input type="checkbox"/> Provides applied professional knowledge and initiative in planning and coordinating work programs <input type="checkbox"/> Adapts established guidelines as necessary to address unusual issues <input type="checkbox"/> Decisions accepted as technically accurate, however may on occasion be reviewed for soundness of judgement <input type="checkbox"/> Graduate from an appropriate post-secondary program, with credentials or equivalent <input type="checkbox"/> Generally, five to nine years' experience
12 13 14	\$240 \$251 \$271	Highly Specialized Technical Professional or Supervisor of groups of professionals <ul style="list-style-type: none"> <input type="checkbox"/> Provides multi-discipline knowledge to deliver innovative solutions in related field of expertise <input type="checkbox"/> Participates in short and long range planning to ensure the achievement of objectives <input type="checkbox"/> Makes responsible decisions on all matters, including policy recommendations, work methods, and financial controls associated with large expenditures <input type="checkbox"/> Reviews and evaluates technical work <input type="checkbox"/> Graduate from an appropriate post-secondary program, with credentials or equivalent <input type="checkbox"/> Generally, ten to fifteen years' experience with extensive, broad experience
15 16 17	\$285 \$304 \$313	Senior Level Consultant or Management <ul style="list-style-type: none"> <input type="checkbox"/> Recognized as an authority in a specific field with qualifications of significant value <input type="checkbox"/> Provides multi-discipline knowledge to deliver innovative solutions in related field of expertise <input type="checkbox"/> Independently conceives programs and problems for investigation <input type="checkbox"/> Participates in discussions to ensure the achievement of program and/or project objectives <input type="checkbox"/> Makes responsible decisions on expenditures, including large sums or implementation of major programs and/or projects <input type="checkbox"/> Graduate from an appropriate post-secondary program, with credentials or equivalent <input type="checkbox"/> Generally, more than twelve years' experience with extensive experience
18 19 20 21	\$314 \$326 \$337 \$358	Senior Level Management under review by Vice President or higher <ul style="list-style-type: none"> <input type="checkbox"/> Recognized as an authority in a specific field with qualifications of significant value <input type="checkbox"/> Responsible for long range planning within a specific area of practice or region <input type="checkbox"/> Makes decisions which are far reaching and limited only by objectives and policies of the organization <input type="checkbox"/> Plans/approves projects requiring significant human resources or capital investment <input type="checkbox"/> Graduate from an appropriate post-secondary program, with credentials or equivalent <input type="checkbox"/> Generally, fifteen years' experience with extensive professional and management experience

PREVAILING WAGE RATES

Below are typical prevailing wage rates for the staff performing field inspection or survey of public works construction projects.

Inspector/Surveyor Prevailing Wage Rates	Hourly Rates (ST/OT/DT)
CONTRACTOR billing rate for straight time (ST) prevailing wage rate work from 7/1/25-6/30/26	\$204.00
CONTRACTOR billing rate for overtime (OT) prevailing wage rate work is from 7/1/25-6/30/26	\$276.00
CONTRACTOR billing rate for double time (DT) prevailing wage rate work is from 7/1/25-6/30/25	\$350.00
CONTRACTOR billing rate for straight time (ST) prevailing wage rate work from 7/1/26-6/30/27	\$208.00
CONTRACTOR billing rate for overtime (OT) prevailing wage rate work is from 7/1/26-6/30/27	\$283.00
CONTRACTOR billing rate for double time (DT) prevailing wage rate work is from 7/1/26-6/30/27	\$359.00
CONTRACTOR billing rate for straight time (ST) prevailing wage rate work from 7/1/27-6/30/28	\$213.00
CONTRACTOR billing rate for overtime (OT) prevailing wage rate work is from 7/1/27-6/30/28	\$290.00
CONTRACTOR billing rate for double time (DT) prevailing wage rate work is from 7/1/27-6/30/28	\$368.00

BILLING RATE MARKUPS AND FEES

Below are typical billing rate fees, markups, and other rates. Rates are adjusted annually each year.

Flat Rate Disbursement	\$12.50 per hour
ODC Markup - Other Direct Costs/Reimbursable Expenses (excluding Flat Rate Disbursement)	10%
Subcontract Markup - Labor and Reimbursable Expenses	5%
Vehicle Mileage - Reimbursable Expense (when authorized and if not excluded)	IRS Rate
Annual Rate escalation, adjusted January 1 st each year	3%

CONTRACT # 22 - 005

AGREEMENT FOR MASTER PROFESSIONAL ENGINEERING SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this 16th day of February 2022 between the City of Benicia, a municipal corporation in Solano County, California, (hereinafter "CITY") and Stantec Consulting Services Inc. with its primary office located at 3301 C Street Suite 1900, Sacramento, CA, 95816 (hereinafter "CONSULTANT") (collectively, "the Parties").

THE PARTIES ENTER THIS AGREEMENT based upon the following facts, understandings and intentions:

WHEREAS, CITY's staff does not have the expertise or capacity to perform this work in-house. The CONSULTANT has the expertise necessary for this specialized project; and

WHEREAS, CITY desires to contract with CONSULTANT and CONSULTANT to contract with CITY for provision by CONSULTANT to CITY for professional services as further described herein, upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and promises of the parties herein contained, the parties hereto agree as follows:

1. SERVICES TO BE PROVIDED

CONSULTANT shall provide services for specific projects as may be requested by CITY; such services shall be defined, scheduled and authorized in subsequent Task Orders. Services may include, but not be limited to:

A. General Engineering:

Tasks including, but not limited to, the following:

- Ad-hoc engineering analysis/technical memoranda.
- Management of small to medium maintenance projects including preparation of engineering studies, project planning, and coordination with other agencies and utilities.
- Preparation of environmental documents and implementation of mitigation measures in project design.
- Preparation of permit applications from appropriate agencies.
- Perform project design at the 35%, 65%, 95% and 100% levels including plans, specifications, estimate, and schedule as required by the City.
- Provide design support services during construction and prepare final record drawings based on as-built drawings provided by the City.
- Development and capital improvement plan checking for conformance with City of Benicia Engineering Design Standards and Standard Plans (City Standards), Regional Water Quality Control Board requirements, State of

California Standards and industry standards as applicable.

B. Construction Management and Inspection Services

Tasks including, but not limited to, the following:

1. Construction Management:

- Construction Management Services during Pre-Construction
 - Review contract documents including plans and specifications
 - Review Traffic Control Plans
 - Facilitate the Pre-Construction Conference
- Construction Management Services during Construction
 - Project coordination and correspondence
 - Schedule management, progress meetings and reports
 - Monitor project funding. Review “schedule of values” and contract item payments, material quantities, and change order payments.
 - Labor compliance assurance
 - Public relations
 - Site safety monitoring
 - Monthly payment review and recommendation
 - Submittal review and management
 - Requests for Information (RFI)
 - Contract Change Orders (CCO)
 - Construction observation services and project documentation
 - Preliminary claim mitigation and resolution
- Construction Management Services during Post-Construction
 - Perform final observation/walkthrough
 - Review construction contractor’s “As-Built” drawings
 - Prepare Project completion report
 - Provide Record drawings input, review, O&Ms
 - Review construction contractor’s Final pay application

2. Construction Inspection:

- Construction inspection of various water and wastewater projects.
- Field visits for each assigned project as directed by the City. During each site visit, the inspector shall observe and make a written report of relevant items, including the date and time of visit (arrival and departure), the weather conditions at the site, a list of all persons present at the site including employees, subcontractors, and others; a description of the site conditions regarding status of construction and other relevant conditions; a description of all materials stored on site; a description of all major equipment on site; a

description of activity at the site including work being performed, materials being installed, equipment active versus idle, laborers active versus idle; monitoring of traffic control and safety operations, etc. The inspector's daily report for each project shall be submitted to the City no later than 24 hours following the date and time of the inspector's visit.

- Comparison of the material quality of the work to the requirements of the contract (including all relevant plans, specifications, submittals and schedule). The inspector's comparisons shall include checking grades, sizes, elevations and locations of structures, field measurements, and traffic control. The inspector shall note any deficiencies or deviations in the contractor's work (including: contractor behind schedule, areas of work which do not conform to the plans and specifications, materials which do not conform to the plans and specifications, and areas of work which were performed without obtaining an inspection required).
- Notification of any deficiencies or deviations in the contractor's work. Inspector shall immediately notify the City and provide a draft report of deficient work.
- Immediate notification to the authorized contractor representative, and the City, in the event that the inspector observes, or otherwise learns of, an issue at the construction site which involves a risk of imminent harm to person or property. The inspector shall take such action which, under the circumstances and the professional opinion of the inspector, will lead to a timely resolution of the risk of harm. The inspector shall follow up with a written report to the City.
- Take pre-project photographs of active project site(s) and progress photographs on a daily basis, sufficient in number to depict the pre-project conditions and the scope of major activities being performed by the contractor.
- Preparation of punch lists summarizing the items not completed by the contractor in accordance with project plans, specifications and/or contract documents, as directed by the City.
- Tracking and documenting changes to the project and submittal of a "red-line" markup of the project plans to the City.

C. Project Management

Tasks including, but not limited to, the following:

- Develop projects scope of work, coordinates and monitors project development teams, project schedules and budgets.

- Serve as liaison between City personnel, contractors, consultants and the public for assigned projects.
- Prepare, disseminate, and oversee project budgets, requests for proposals, agreements, contracts, invitation for bids, and purchase orders.
- Manage various consultant agreements through the planning, design, construction, testing, operations and maintenance phases of a project.
- Evaluate project bids and proposals and make recommendations for award of contracts and execution of agreements.
- Ensure that project plans, specifications, and estimate are reviewed and approved for construction.
Monitor project progress, attend project meetings, and prepare and submit status reports.
- Oversee project construction, ensures that the projects are constructed in accordance with the project's approved plans and specifications, and close out project documentation and archives appropriate records.
- Prepare, negotiate, substantiate and maintain control of all potential project construction change orders, tracks all project costs and reviews and approves progress payments.
- Develop and update project schedules.
- Apply for permits and utility services necessary for the project.
- Compose and prepare reports, resolutions and agreements for the City Council seeking approval of contracts or acceptance of projects.
- Interface with other City departments, outside agencies and consulting firms as necessary to complete assignments.

CONSULTANT shall be an independent contractor and shall have responsibilities for and control over the details and means of providing its services under this Agreement. CONSULTANT agrees that its services shall be performed with due diligence and in accordance with generally accepted **engineering** practices.

CONSULTANT shall use reasonable efforts to perform and coordinate all activities in a manner so that the projects will be completed according to the established project schedules.

CONSULTANT's services are rendered for the benefit of the City and not for the benefit of the construction contractors or any other party. CONSULTANT does not guarantee or have responsibility for the performance or quality assurance of the work performed by construction contractors or other parties and is not responsible for the means, methods, techniques, sequences, procedures and use of equipment whatsoever which are employed by the construction contractor or any other party, or for placing into operation any plant or equipment or for safety precautions and programs incidental thereto, whether or not reviewed, accepted, inspected, certified or approved by CONSULTANT. Any acceptance, inspection, approval, certification or review by CONSULTANT of any work performed by others, whether express or implied, shall not relieve such other parties from their responsibilities for the proper performance of their work nor create a legal duty in favor of such other party.

2. AUTHORIZED REPRESENTATIVES

Authorized representatives shall represent CITY and CONSULTANT in all matters pertaining to the services to be ordered by CITY or rendered by CONSULTANT under this Agreement except where approval for the CITY is specifically required by City Council. The CITY's authorized representative shall be **the City Engineer**. Said **authorized representative** is authorized to execute Task Orders on behalf of CITY, including providing for CONSULTANT to be compensated not more than **\$300,000** for each project. Task Orders providing for more than **\$200,000** compensation for one project shall be presented to the City Council (or City Manager) for its consideration. CONSULTANT's authorized representative shall be **Stephen Chavez, Principal Civil Engineer**.

3. REQUIRED LICENSES, CERTIFICATES AND PERMITS

Any licenses, certificates or permits required by the federal, state, CITY or municipal governments for CONSULTANT to provide the services and work in any Task Order must be procured by CONSULTANT and be valid at the time CONSULTANT enters into this Agreement. Further, during the term of this Agreement, CONSULTANT must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates and permits may include but are not limited to driver's licenses, professional licenses or certificates and business licenses. Such licenses, certificates and permits will be procured and maintained in force by CONSULTANT at no expense to the CITY.

4. COMPENSATION

CONSULTANT shall be compensated, not to exceed **\$300,000** per fiscal year for basic services rendered under Section 1, as more particularly described in authorized Task Orders and/or Rate Schedule attached as Exhibit A, in accordance with the terms and conditions included therein. CONSULTANT may update its Rate Schedule on an annual basis.

CONSULTANT may submit monthly statements for services rendered; all statements shall include adequate documentation demonstrating work performed during the billing period and shall conform to Federal Funding invoicing requirements, if applicable. It is intended that payments to CONSULTANT will be made by CITY within thirty (30) days of receipt of invoice. CONSULTANT's failure to secure CITY's written authorization for additional compensation or changes to the Scope of Work shall constitute a waiver of any and all right to adjustment in the price or time due, whether by way of compensation, restitution, quantum merit, or similar relief.

5. EMPLOYEE WAGES; RECORDS; APPRENTICES

CONSULTANT shall pay prevailing wages to its employees on any agreement in excess of \$1,000.00. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Agreement, as determined by the Director of the State of California Department of Industrial Relations, are on file at the County's Capital Projects Office and may be obtained from the California Department of Industrial Relations website [<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>]. CONSULTANT shall comply with the 8-hours per day/40 hours per week/overtime/working hours restrictions for all employees, pursuant to the California Labor Code. CONSULTANT and all Subconsultants shall keep and maintain accurate employee payroll records for Work performed under the

Agreement. The payroll records shall be certified and submitted as required by law, including Labor Code Sections 1771.4 (if applicable) and 1776, including to the Labor Commissioner no less frequently than monthly. CONSULTANT shall comply fully with Labor Code Section 1777.5 in the hiring of apprentices for work relating to the Agreement. If the Agreement exceeds \$2,000 and is funded with federal funds, then CONSULTANT shall pay federal Davis Bacon wages and comply with applicable federal requirements.

6. INDEMNIFICATION

(a) Defense, Indemnity and Hold Harmless: 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, directors, officials, and employees (collectively, “**Indemnitees**”) from and against any and all claims, suits, expenses, liability, cause of action, loss, cost, damage, injury (including, without limitation, injury to or death of any person, including an employee of CONSULTANT or its Subconsultants), at law or equity, (including without limitation, court costs, reasonable attorneys’ fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) (collectively “**Liabilities**”), that arise out of, pertain to, or relate to any negligence, or willful misconduct of CONSULTANT, any Subconsultant, anyone directly employed or retained by them, or anyone that they control. CONSULTANT’s obligations to indemnify, defend and hold harmless the Indemnitees shall not apply to the extent that such Liabilities are caused by the sole-negligence, or willful misconduct of such Indemnitee but shall apply to all other Liabilities.

(b) Intellectual Property Indemnification: CONSULTANT represents that the professional services provided by CONSULTANT pursuant to this Agreement do not infringe on any other copyrighted work or intellectual property owned by others. CONSULTANT shall defend, indemnify and hold harmless the CITY from all Liabilities, 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 arising from or relating to CONSULTANT’s services provided to the CITY under this Agreement.

(c) Subconsultant Agreements: CONSULTANT shall place in its agreements with Subconsultants and cause its Subconsultants to agree to the indemnification and insurance provisions in this Agreement in favor of the CITY and the Indemnitees in the exact form and substance as those contained in this Agreement.

(d) Duty to Cooperate: CONSULTANT shall notify CITY immediately in writing of any claim or damage related to activities or services performed under this Agreement. CONSULTANT shall cooperate with CITY in the investigation and disposition of all Liabilities arising out of the activities or services under this Agreement. Without limiting the foregoing, CONSULTANT shall take all steps necessary to assist the CITY in the defense of any and all Liabilities brought by a contractor hired to construct the Project regarding any errors, flaws, and/or omissions in the plans or specifications of the Project. Any additional services or work under this paragraph shall be compensated as Additional Services.

7. STANDARD OF PERFORMANCE

CONSULTANT represents to CITY that the services shall be performed in an expeditious manner, and with the degree of skill and care that is required by current, accepted engineering procedures and practices. CONSULTANT further agrees that the services shall be in conformance with generally accepted professional standards prevailing at the time the work is performed.

8. OWNERSHIP AND MAINTENANCE OF DOCUMENTS

All documents furnished by CONSULTANT pursuant to this Agreement are instruments of CONSULTANT's services in respect to this project. They are not intended nor represented to be suitable for reuse by others on extensions of this project or on any other project. Any reuse without specific written verification and adoption by CONSULTANT for the specific purposes intended will be at user's sole risk and without liability or legal exposure and expenses to CONSULTANT, including attorney's fees arising out of such unauthorized reuse.

CONSULTANT's records, documents, calculations, and all other instruments of service pertaining to actual project shall be given to CITY at the completion of the project upon full payment of all monies owed to the Consultant. The CITY reserves the right to specify the file format that electronic document deliverables are presented to the CITY. Title to all plans, specifications, maps, estimates, reports, manuscripts, drawings, descriptions and other final work products compiled by CONSULTANT under the Agreement shall be vested in the CITY, none of which shall be used in any manner whatsoever, by any person, firm, corporation or agency without the expressed written consent of the CITY. Basic survey notes and sketches, charts, computations, and other data prepared or obtained under the Agreement shall be made available, upon request, to the CITY without restriction or limitations on their use. CONSULTANT may retain copies of the above-described information but agrees not to disclose or discuss any information gathered, discussed or generated in any way through this Agreement without the written permission of CITY during the term of this Agreement, unless required by law.

9. INSURANCE

CONSULTANT shall, at its own expense, procure and maintain in full force at all times during the term of this Agreement the following insurance:

(a) Required Coverage. CONSULTANT, at its sole cost and expense, shall obtain and maintain in full force and effect throughout the entire term of this Agreement the following described insurance coverage. This coverage shall insure not only CONSULTANT, but also, with the exception of workers' compensation and professional liability insurance, shall name as additional insureds CITY, its officers, and employees on each of them:

<u>Policy</u>	<u>Minimum Limits of Coverage</u>
(i) Workers' Compensation	Statutory
(ii) Comprehensive Automobile Insurance Services Office, form #CA 0001 (Ed 1/87 covering auto liability code 1 (any auto))	Bodily Injury/Property Damage At least \$2,000,000 each occurrence

- | | |
|---|--|
| (iii) General Liability Insurance Services Office Commercial General Liability coverage on an occurrence basis (occurrence form CG 0001) | At least \$2,000,000 per occurrence and \$4,000,000 aggregate |
| (iv) Errors and Omissions/ Professional's Liability, errors and omissions liability insurance appropriate to the CONSULTANT's profession. | Generally at least \$1,000,000 per claim and \$2,000,000 aggregate |

(b) Required Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- (i) For any claims related to this Project, the Additional Insured coverage under CONSULTANT's insurance policy shall be primary and non-contributory as respects CITY, its officers, officials, and employees. Any insurance or self-insurance maintained by CITY, its officers, officials, employees, or volunteers shall be in excess of the CONSULTANT's insurance and shall not contribute with it and shall be at least as broad as CG 20 01 04 13;
- (ii) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to CITY, its officers, officials, or employees;
- (iii) The CONSULTANT's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability;
- (iv) Each insurance policy required by this Section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after giving CITY 30 days' prior written notice by certified mail, return receipt requested.
- (v) The limits of insurance required in the contract may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the City before the CITY's own insurance or self-insurance shall be called upon to protect it as a named insured.

(c) Acceptability of Insurers. CONSULTANT shall place insurance with insurers with a current A.M. Best's rating of no less than [A: VII] unless CONSULTANT requests and obtains CITY's express written consent to the contrary.

(d) Verification of Coverage. CONSULTANT must provide certificates of insurance for all required insurance policies, including original endorsements affecting the coverage required by these specifications. The endorsements are to be signed by a person authorized by CONSULTANT's insurer to bind coverage on its behalf. All endorsements are to be received and approved by CITY before work commences.

(e) Deductibles and Self-Insured Retentions. All self-insured retentions (SIR) must be disclosed to the CITY's Risk Management for approval and shall not reduce the limits of liability. At the option of CITY, either: the insurer shall reduce or eliminate such deductibles or self-insurance retention as respects the CITY, its officers, officials, agents, employees and volunteers; or CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Policies containing any self-insured (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or the CITY. The CITY reserves the right to obtain a full certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of the right to exercise later.

(f) Covenant to Provide Workers' Compensation Insurance. CONSULTANT warrants that it is aware of the provisions of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code. CONSULTANT further agrees that it will comply with such provisions before commencing the performance of the work under this Agreement.

(g) Waiver of Subrogation. CONSULTANT and CONSULTANT's insurance company agree to waive all rights of subrogation against CITY, its elected or appointed officials, and employees for losses paid under CONSULTANT's workers' compensation insurance policy which arise from the work performed by CONSULTANT for CITY.

10. SUSPENSION OF WORK

CITY may, at any time, by ten (10) days' written notice, suspend further performance by CONSULTANT. All suspensions shall extend the time schedule for performance in a mutually satisfactory manner, and CONSULTANT shall be paid for services performed and reimbursable expenses incurred prior to the suspension date. During the period of suspension, CONSULTANT shall not receive any payment for services, or expenses, except for reasonable administration expenses, incurred by CONSULTANT by reason of such suspension.

11. TERMINATION

CITY may terminate this Agreement for any reason upon ten (10) days' written notice to the other party. CITY may terminate the Agreement upon five (5) days' written notice if CONSULTANT breaches this Agreement. In the event of any termination, CONSULTANT shall promptly deliver to the CITY any and all finished and unfinished reports or other written, recorded, photographic, or visual materials, documents, data and other deliverables ("Work Materials") prepared for the CITY prior to the effective date of such termination, all of which shall become CITY's sole property. After receipt of the Work Materials, CITY will pay CONSULTANT for the services performed as of the effective date of the termination.

12. NONDISCRIMINATION

(a) During performance of this Agreement, CONSULTANT and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for

employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental handicap, medical condition (including genetic characteristics), marital status, age, political affiliation, sexual orientation, or sex. Consultant and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the CITY's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations. CONSULTANT agrees that any and all violation of this provision shall constitute a material breach of the Agreement.

13. CONFLICT OF INTEREST

(a) CONSULTANT covenants and represents that neither it, nor any officer or principal of its firm, has, or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of CITY or which would in any way hinder CONSULTANT's performance of services under this Agreement. CONSULTANT further covenants that in the performance of the Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the CITY. CONSULTANT agrees to at all times avoid conflicts of interest, or the appearance of any conflicts of interest, with the interests of the CITY in the performance of this Agreement.

(b) CONSULTANT is not a designated employee within the meaning of the Political Reform Act because CONSULTANT:

- (i) Will conduct research and arrive at conclusions with respect to its rendition of information, advice, recommendation or counsel independent of the control and direction of the CITY or of any CITY official, other than normal contract monitoring; and
- (ii) Possesses no authority with respect to any CITY decision beyond the rendition of information, advice, recommendation or counsel. (2Cal. Code Regs. § 18700(a) (2)).

14. INDEPENDENT CONTRACTOR

In assuming and performing the services, CONSULTANT is an independent contractor and shall not be eligible for any benefits, which the CITY may provide its employees, except as expressly provided for in the Agreement. All persons, if any, hired by CONSULTANT, shall be employees or subcontractors of CONSULTANT and shall not be construed as employees or agents of the CITY in any respect. CONSULTANT shall have responsibility for and control over the means of providing services under this Agreement.

15. COMPLIANCE WITH LAWS

CONSULTANT shall comply with all applicable federal, State of California, and local laws, rules, and regulations and shall obtain all applicable licenses and permits for the conduct of its business and the performance of the services.

16. CHOICE OF LAW

This Agreement shall be administered and interpreted under California law as if written by both parties. If any provision in this Agreement is held by any court to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force. **If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state court situated in the County of Solano, State of California or, if necessary, in a federal court situated in the City and County of Sacramento, California.**

17. ENFORCEABILITY; INTERPRETATION

In the event that any of the provisions or portions of application of any of the provisions of the Agreement are held to be illegal or invalid by a court of competent jurisdiction, CITY and CONSULTANT shall negotiate an equitable adjustment in the provisions of the Agreement with a view toward affecting the purpose of the Agreement. The illegality or invalidity of any of the provisions or portions of application of any of the provisions of the Agreement shall not affect the legality or enforceability of the remaining provisions or portions of application of any of the provisions of the Agreement. This Agreement shall be interpreted as though it was a product of a joint drafting effort and no provisions shall be interpreted against a party on the ground that said party was solely or primarily responsible for drafting the language to be interpreted.

18. INTEGRATION

The Agreement contains the entire Agreement and understanding between the parties as to the subject matter of this Agreement. It merges and supersedes all prior or contemporaneous agreements, commitments, representation, writings, and discussions between CONSULTANT and CITY, whether oral or written.

19. SUCCESSORS AND ASSIGNS; NO THIRD PARTY BENEFICIARIES; NO JOINT VENTURE

CITY and CONSULTANT respectively, bind themselves, their successors, assigns, and legal representatives to the terms and obligations of this Agreement. CONSULTANT shall not assign or transfer any interest in the Agreement without the CITY's prior written consent, which consent shall be in the CITY's sole discretion. Any attempted assignment or transfer in breach of this provision shall be void. This Agreement is not intended and shall not be construed to create any third party benefit the event. This Agreement is not intended and shall not be construed to create a joint venture or partnership between the parties. CONSULTANT, its officers, employees and agents shall not have any power to bind or commit the CITY to any decision.

20. FINANCIAL RECORDS

Records of CONSULTANT's direct labor costs, payroll costs, and reimbursable expenses pertaining to this project covered by this Agreement will be kept on a generally recognized accounting basis and made available to CITY if and when required.

21. NON-WAIVER

The waiver by either party of any breach of any term, covenant, or condition contained in the Agreement, or any default in their performance of any obligations under the Agreement shall not be deemed a waiver of any other breach or default of the same or any other term, covenant, condition, or obligation, nor shall any waiver of any incident of breach of default constitute a continuing waiver of same.

22. NOTICES

All notices required hereunder shall be in writing and mailed postage prepaid by Certified or Registered mail, return receipt requested, or by personal delivery to CITY's address as shown below, or such other places as CITY or CONSULTANT may, from time to time, respectively, designate in a written notice given to the other. Notice shall be deemed received three (3) days after the date of mailing thereof or upon personal delivery.

To City: Kyle Ochendusko, Interim Public Works Director
City of Benicia
250 East L Street
Benicia, CA 94510

To Consultant: Stephen Chavez, Principal Civil Engineer
Stantec Consulting Services Inc.
3301 C Street Suite 1900
Sacramento, CA 95816

23. TERM

The term of this Agreement shall be from the date executed above through **three years ending June 30, 2025**, with the option of one **two-year** extension upon mutual agreement by both CITY and CONSULTANT for a total of up to **five years**. The City Manager is authorized to approve the extension.

24. NON-LIABILITY

No member of the CITY and no other officer, employee or agent of the CITY shall be personally liable to CONSULTANT or otherwise in the event of any default or breach of the CITY, or for any amount which may become due to CONSULTANT or any successor in interest, or for any obligations directly or indirectly incurred under the terms of this Agreement.

25. EXECUTION

Each individual or entity executing this Agreement on behalf of CONSULTANT represents and warrants that he or she or it is duly authorized to execute and deliver this Agreement on behalf of CONSULTANT and that such execution is binding upon CONSULTANT.

This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement in three (3) copies as of the date and year first written above.

CONSULTANT

CITY OF BENICIA
A Municipal Corporation

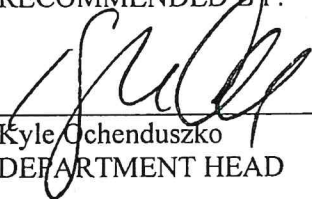
BY: Stephen Chavez



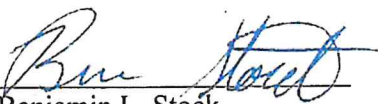
Title: Principal Civil Engineer

Erik Upson
CITY MANAGER

RECOMMENDED BY:


Kyle Ochenduszeko
DEPARTMENT HEAD

APPROVED AS TO FORM:


Benjamin L. Stock
CITY ATTORNEY

ATTACHMENT:

-EXHIBIT A: TASK ORDER/RATE SCHEDULE

EXHIBIT A
Task Order/Rate Schedule

EXHIBIT A

2022 BILLING RATE SCHEDULE

Below are typical rates for the proposed staff. Rates are adjusted annually as allowed by the City.

Name	Classification	Role	Rate
Steven Beck	Vice President	Principal-In-Charge/ QA-QC	\$295.00
Gabe Aronow	Principal Professional I	Design Lead	\$279.00
Stephen Chavez	Principal Professional I	Construction Management Lead	\$279.00
Beth Cohen	Principal Professional II	Project Management Lead	\$250.00
Conan Monson	Supervising Professional I	Construction Manager	\$235.00
Darin Bailey	Senior Professional I	Senior Inspector ¹	\$193.00
Mitchell Padilla	Associate Professional	Inspector ¹	\$155.00
Aleksandr Vakulchik	Associate Professional	Inspector ¹	\$155.00
Habib Khadaam	Associate Professional	Inspector ¹	\$155.00
Bill Whalen, CTS	CTS Subconsultant	NACE Coatings Special Inspector ²	\$155.00
Robert Rucker	Senior Professional I	Civil	\$193.00
Cameron Ripple	Professional II	Civil	\$141.00
Steve Stoll	Senior Professional I	Structural	\$279.00
Sean Neprud	Senior Professional I	Mechanical	\$193.00
Josh Dela Cruz	Senior Professional II	Electrical	\$188.00
Phil Atkinson	Supervising Professional II	I&C/SCADA	\$224.00
Jim Loucks	Senior Estimator	Cost Estimating Lead	\$259.00
Rupeet Malholtra	Professional I	SWPPP	\$175.00
Bernadette Bezy	Professional I	Environmental	\$206.00
Patrick Herrmann	Professional I	Safety	\$175.00
Keith Rutherford	Principal Professional II	Traffic Plan Reviewer	\$250.00
Rich Stowell	Senior Professional I	WW Permitting Assistance	\$193.00
Craig Moyle	Professional I	Public Outreach	\$175.00
Honey George	Professional I	Scheduling	\$175.00

¹ non-prevailing wage rate

² not including other subconsultant markups and fees

Flat Rate Disbursement	\$12.50 per hour
ODC Markup - Other Direct Costs/Reimbursable Expenses (excluding Flat Rate Disbursement)	10%
Subcontract Markup - Labor and Reimbursable Expenses	5%
Vehicle Mileage - Reimbursable Expense	IRS Rate
Annual Rate escalation, adjusted January 1 st each year	3%

PREVAILING WAGE INSPECTION RATES

Below are typical rates for the staff performing field inspection of public works construction projects. Rates are proposed for each year running from July 1st through June 30th for straight time, overtime and double time hours.

TABLE 2	
Inspector Prevailing Wage Rates	Hourly Rates (ST/OT/DT)
CONTRACTOR billing rate for straight time (ST) prevailing wage rate work from 7/1/21-6/30/22	\$182.00
CONTRACTOR billing rate for overtime (OT) prevailing wage rate work is from 7/1/21-6/30/22	\$245.00
CONTRACTOR billing rate for double time (DT) prevailing wage rate work is from 7/1/21-6/30/22	\$308.00
CONTRACTOR billing rate for straight time (ST) prevailing wage rate work from 7/1/22-6/30/23	\$192.00
CONTRACTOR billing rate for overtime (OT) prevailing wage rate work is from 7/1/22-6/30/23	\$259.00
CONTRACTOR billing rate for double time (DT) prevailing wage rate work is from 7/1/22-6/30/23	\$326.00
CONTRACTOR billing rate for straight time (ST) prevailing wage rate work from 7/1/23-6/30/24	\$204.00
CONTRACTOR billing rate for overtime (OT) prevailing wage rate work is from 7/1/23-6/30/24	\$275.00
CONTRACTOR billing rate for double time (DT) prevailing wage rate work is from 7/1/23-6/30/24	\$346.00

2022 STANTEC STANDARD RATES

Below are typical rates for the staff based on billing level and type of position, intended to be used for staff not already provided in Table 1 and Table 2. Rates are adjusted annually as allowed by the City.



SCHEDULE OF BILLING RATES – 2022

Billing Level	Hourly Rate	Description
2	\$116	Junior Level position <ul style="list-style-type: none"> <input type="checkbox"/> Independently carries out assignments of limited scope using standard procedures, methods and techniques <input type="checkbox"/> Assists senior staff in carrying out more advanced procedures <input type="checkbox"/> Completed work is reviewed for feasibility and soundness of judgment <input type="checkbox"/> Graduate from an appropriate post-secondary program or equivalent <input type="checkbox"/> Generally, one to three years' experience
4	\$122	
5	\$137	
6	\$142	Fully Qualified Professional Position <ul style="list-style-type: none"> <input type="checkbox"/> Carries out assignments requiring general familiarity within a broad field of the respective profession <input type="checkbox"/> Makes decisions by using a combination of standard methods and techniques <input type="checkbox"/> Actively participates in planning to ensure the achievement of objectives <input type="checkbox"/> Works independently to interpret information and resolve difficulties <input type="checkbox"/> Graduate from an appropriate post-secondary program, with credentials or equivalent <input type="checkbox"/> Generally, three to six years' experience
7	\$155	
8	\$160	
9	\$171	First Level Supervisor or first complete Level of Specialization <ul style="list-style-type: none"> <input type="checkbox"/> Provides applied professional knowledge and initiative in planning and coordinating work programs <input type="checkbox"/> Adapts established guidelines, as necessary to address unusual issues <input type="checkbox"/> Decisions accepted as technically accurate, however may on occasion be reviewed for soundness of judgment <input type="checkbox"/> Graduate from an appropriate post-secondary program, with credentials or equivalent <input type="checkbox"/> Generally, five to nine years' experience
10	\$177	
11	\$190	
12	\$200	Highly Specialized Technical Professional or Supervisor of groups of professionals <ul style="list-style-type: none"> <input type="checkbox"/> Provides multi-discipline knowledge to deliver innovative solutions in related field of expertise <input type="checkbox"/> Participates in short and long range planning to ensure the achievement of objectives <input type="checkbox"/> Makes responsible decisions on all matters, including policy recommendations, work methods, and financial controls associated with large expenditures <input type="checkbox"/> Reviews and evaluates technical work <input type="checkbox"/> Graduate from an appropriate post-secondary program, with credentials or equivalent <input type="checkbox"/> Generally, ten to fifteen years' experience with extensive, broad experience
13	\$209	
14	\$226	
15	\$237	Senior Level Consultant or Management <ul style="list-style-type: none"> <input type="checkbox"/> Recognized as an authority in a specific field with qualifications of significant value <input type="checkbox"/> Provides multi-discipline knowledge to deliver innovative solutions in related field of expertise <input type="checkbox"/> Independently conceives programs and problems for investigation <input type="checkbox"/> Participates in discussions to ensure the achievement of program and/or project objectives <input type="checkbox"/> Makes responsible decisions on expenditures, including large sums or implementation of major programs and/or projects <input type="checkbox"/> Graduate from an appropriate post-secondary program, with credentials or equivalent <input type="checkbox"/> Generally, more than twelve years' experience with extensive experience
16	\$253	
17	\$261	
18	\$262	Senior Level Management under review by Vice President or higher <ul style="list-style-type: none"> <input type="checkbox"/> Recognized as an authority in a specific field with qualifications of significant value <input type="checkbox"/> Responsible for long range planning within a specific area of practice or region <input type="checkbox"/> Makes decisions which are far reaching and limited only by objectives and policies of the organization <input type="checkbox"/> Plans/approves projects requiring significant human resources or capital investment <input type="checkbox"/> Graduate from an appropriate post-secondary program, with credentials or equivalent <input type="checkbox"/> Generally, fifteen years' experience with extensive professional and management experience
19	\$271	
20	\$281	
21	\$295	

T-3 2022

SUBCONSULTANT STANDARD RATES

Below are typical rates for subconsultant, Construction Testing Services (CTS) for 2022. Rates are adjusted annually as allowed by the City.



inspecting
testing
engineering

2022 FEE SCHEDULE - P206275 01/14/2022 PERSONNEL FEES AND BASIS OF CHARGES INSPECTIONS, ENGINEERING & SPECIAL SERVICES

	Standard Rate/Hour	Discounted Rate/Hour
* FIELD INSPECTION AND LABORATORY SERVICE		
Steel Value	\$250.00	\$138.00
Nondestructive - UT, MT, PT	\$250.00	\$138.00
Steel Value/UT Combination	\$250.00	\$138.00
Concrete RCI	\$250.00	\$138.00
Concrete ICC	\$250.00	\$138.00
Masonry	\$250.00	\$138.00
Fireproofing	\$250.00	\$138.00
Steel Wall Nailing/Framing/hold Down	\$250.00	\$138.00
Soil Technician w/Nuclear Gauge and/or Sand Cone (portal-to-portal)	\$250.00	\$138.00
Asphalt Technician (portal-to-portal)	\$250.00	\$138.00
Shoring/Solder Plans	\$250.00	
Roofing & Waterproofing	\$250.00	\$138.00
Multi-Occupancy Inspector	\$250.00	
Inspector Requiring QI Pay Grade	\$250.00	
Specialty Inspector or Where Formal Certification is Required - NACE Corrosion Level 3	\$500.00	\$168.00
Field Inspector with Special Enhancement	\$250.00	
Safety Manager/Safety Inspector/Onsite Safety Accountability Supervisor (LSAS)	\$500.00	
Laboratory Technician	\$250.00	
Additional Sample Preparation Time	\$250.00	
Technician Travel	\$250.00	
**PROFESSIONAL ENGINEERING SERVICES		
Principal Engineer (Civil/Structural)	\$365.00	
Geotechnical Engineer	\$270.00	
Professional Geologist	\$305.00	
Consulting Engineer (Civil/Structural)	\$300.00	
Associate Engineer, Licensed	\$250.00	
Project Manager	\$250.00	\$153.00
Staff Engineer	\$250.00	\$153.00
Field Supervisor	\$250.00	\$153.00
ASNT Level III	\$250.00	
Drafting	\$165.00	
Quality Control Manager	QOR	
SPECIAL SERVICES		
Portable and Mobile Laboratories, NDT and Soils	QOR	
Empty Soil Expansion Annoter - Installation Observation	\$230.00	
Empty Soil Expansion Annoter - Proof Load Testing (portal-to-portal)	\$230.00	
Coring - 1 Person (including equipment) (portal-to-portal)	\$305.00	
Coring - 2 Persons (including equipment) (portal-to-portal)	\$480.00	
Asphalt Coring (portal-to-portal)	\$330.00	
Project Research	QOR	
Ultrasonic Testing for Non-Metallic Materials	QOR	
Pavement Rehabilitation Analysis Using Collectors	QOR	
Road Moisture Survey	QOR	
Soil Drilling Equipment	QOR	
Geotechnical Site Investigations/Foundation Reports	QOR	
Estimating Concrete Strength by the Maturity Method - Equipment Fee \$1250/	ASTM C1074	
	CT235	\$3,500.00
Gamma-Gamma Logging of C-Drill Piles (Daily Rate)	ASTM E1105, AAMA 501.2, 502.503	\$3,500.00
FCIA/AAMA Window and Skylight Testing (Daily Rate)		\$305.00
Pachometer, Schmidt Hammer, Window Probe, Suckmore - Equipment Fee \$115/Day (portal-to-portal)		\$850.00
Ultrasonic Pulse Velocity Testing - Equipment Fee \$250/Day (portal-to-portal)	ASTM C597	\$305.00
Impact Echo Testing - Equipment Fee \$250/Day (portal-to-portal)	ASTM C1963	\$305.00
Floor Flatness Testing FFFL - Equipment Fee \$115/Day (portal-to-portal)	ASTM E1155	\$305.00
Surface Frictional Properties Using Pendulum Tester - Equipment Fee \$115/Day (portal-to-portal)	ASTM E303	\$305.00
Measuring Moisture Vapor Emission Rate (Cesium Chloride) - \$59/ft ² (portal-to-portal)	ASTM F1889	\$305.00
Relative Humidity Testing - \$75/ft ² (portal-to-portal)	ASTM F2179	\$305.00
Fenomen - Equipment Fee \$115/day (portal-to-portal)		\$880.00
QPR - Equipment Fee \$115/day (portal-to-portal)		\$480.00
Administration, Secretarial, Special Projects, Notary, Certified Payroll		\$300.00
Concrete/Crud/Workload Mix Design Review (less than 48 hours notice - \$500)		\$350.00
Welding Procedure Review (less than 48 hours notice - \$500)		\$500.00
Procedure Qualification Record (PQR) - Standard Procedure (document fee)		\$500.00
Welding Procedure Specification (WPS) - Standard Procedure (document fee)		\$500.00
Welder Qualification Test Record (WQTR) - Standard Procedure (document fee)		\$100.00
DGA Interim Reports		\$355.00
Geotechnical Paid Letter (less than 48 hours notice - \$550)		\$300.00
Final Letter (less than 48 hours notice - \$550)		
EXPERT WITNESS TESTIMONY		
Court appearance, per day	\$2,550.00	
Court appearance, per half day	\$1,550.00	

* Field inspection and laboratory technician services will be billed in accordance with minimums shown on Basis of Charges
** Professional engineering services will be billed in two hour increments.



inspecting
testing
engineering

BASIS OF CHARGES

GENERAL

Fees for tests and inspection include cost of technician, testing equipment and regular reports. Engineering services will be charged at applicable rates and will require travel and mileage charges for equipment transport and storage (see code (portal-to-portal) from the nearest CTS laboratory. Soils testing with routine package and/or standard cone equipment and inspection reporting equipment will require applicable travel and mileage charges for equipment transport and storage (see code (portal-to-portal) from the nearest CTS laboratory. Fees for special projects, services overseas, or elsewhere in the United States, will be quoted on request. With your notification to Client, charges are subject to change at any time. Construction Testing Services reserves the right to adjust the rates quoted in this contract based upon any change in commodity prices, increases and/or changes in any industry requirements.

MINIMUM HOURLY CHARGES - INSPECTION

Technician personnel and the following minimum charges are contractual commitment

One-half day or less	4 hours
Over one-half day	8 hours
Stand-up time (less than 2 hours) (rate = 4 hour charge)	2 hours

WORKING HOURS AND PREMIUM TIME

Regular workday is the first 8 hours between 8:00 am and 6:00 pm Monday through Friday. Premium time as follows:

Overtime - Weekdays and Saturdays (last 8 hours)	1.5 x quoted hourly rate
Overtime Saturdays (over 8 hours) and Sundays (last 8 hours)	2 x quoted hourly rate
Overtime Sundays (over 8 hours) and holidays	3 x quoted hourly rate
Shift differential, swap and graveyard -	

(N/A) performed between 2:00 pm and 4:00 am

12.5% / hour additional to base or quoted rate.

MISCELLANEOUS CHARGES - Only Where Applicable

Notary Services Fee	\$40.00/each	
Facsimile Charges (Plus \$1.00/page (N/A for cover page)	\$7.00/minimum	
Wireless Route/Date Card for accounts (N/A)	\$125.00/each	
Post Monthly Rental Fee	\$100.00/month	
Electronic Reporting Fees/Subscriptions (Plan/Out, BIM, etc.)	At Cost	
Parking Fees	At Cost	
Air Travel	Cost Plus 10%	
Outside Services	Cost Plus 20%	
Substance (per Union contract)	\$130.00/each	
Substance Premium: Miss Allowance (over 100 miles one way) (per Union contract)	\$30.00/day	
Substance Premium: Miss Allowance (over 150 miles one way) (per Union contract)	\$85.00/day	
Mileage	Standard Federal Rate	
Sample Pickup	\$95.00/each	\$15.00/each
Sample Pickup Trip Charge	GOR	
Weekend Sample Pickup	\$110.00/each	
Project Administration	10% of Monthly Invoice	10% of Monthly Invoice
Samples Made by Others - Concrete Cylinders	\$130 + Test	
Samples Made by Others - All Other Tests	\$55.00 + Test	
Laboratory Sample (Witness) Fee	\$130.00	
Laboratory Sample Storage Fee (per sample)	\$120.00	
E2 Cure Boxes (Thermally Controlled During Curing)	GOR	
Returned Check Fee	\$150.00	
Additional Sample Retention	GOR	

TESTS

Testing fees shown include normal time for performing test. Samples requiring special preparation will be charged at the laboratory technician rate. Fees for tests not listed will be quoted upon request. There will be a maximum charge of \$100.00 for any engineering report. Please note some tests may be tested by subcontractors. Samples delivered to the laboratory after 3:00pm or samples needing results within 24 hours will incur a 50% mark-up.

INSURANCE

The liability of Construction Testing Services (CTS) is limited to CTS's contract value.

PAYMENT

Invoices will be submitted monthly or bi-monthly for services performed during the preceding month and are payable on receipt. Interest of 1.5% per month (not to exceed the maximum rate allowable by law) will be payable on any amounts not paid within 30 days, payment thereafter to be applied first to accrued interest and then to the principal amount. Attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by client. Visa, MasterCard and American Express payments are accepted however fees will apply. Visa and MasterCard payments require an additional 3% on top of the amount of the invoice being paid. American Express payments require an additional 4% on top of the amount of the invoice being paid.

THIRD AMENDMENT TO AGREEMENT

This THIRD Amendment of the Agreement, entered into July 1, 2025, by and between the City of Benicia, a municipal corporation (hereinafter "CITY") and Stantec, a Corporation, with its primary office located at 3301 C Street, Suite 1900, Sacramento, CA 95816, (hereinafter "CONTRACTOR"), is made with reference to the following:

1. Recitals

- A. On February 16, 2022, an agreement identified as Contract ID # 22-005 was entered into by and between CITY and CONTRACTOR, ("Agreement"); and
- B. CITY and CONTRACTOR desire to modify the Agreement on the terms and conditions set forth herein.

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

2. Amendments

2.1. Term of Agreement

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

2.2. 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 1, 2025.

[SIGNATURES ON THE FOLLOWING PAGE]

Title: Stantec Master Agreement

#22-005

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

“Stantec”

By: Stephen Chavez

Its: Principal Civil Engineer

“City”

By: DocuSigned by:
Mario Giuliani 6/3/2025
9FA31784A96E490...

Its: City Manager

“City Attorney”

By: Signed by:
Ben Stock 6/3/2025
3294F30F0AD74E3...

Its: City Attorney

“Department”

By: DocuSigned by:
Danielle Bonham
EE90AF266EE8439...

Its: Public Works Director

EXHIBIT A

SCHEDULE OF BILLING RATES – 2025

Below are typical hourly billing rates for various staff based on billing level. Rates are adjusted annually as proposed in the tables below, and as allowed by the City.

Billing Level	Hourly Rate	Description
3	\$133	Junior Level position <ul style="list-style-type: none"> <input type="checkbox"/> Independently carries out assignments of limited scope using standard procedures, methods and techniques <input type="checkbox"/> Assists senior staff in carrying out more advanced procedures <input type="checkbox"/> Completed work is reviewed for feasibility and soundness of judgment <input type="checkbox"/> Graduate from an appropriate post-secondary program or equivalent <input type="checkbox"/> Generally, one to three years experience
4	\$141	
5	\$158	
6	\$165	Fully Qualified Professional Position <ul style="list-style-type: none"> <input type="checkbox"/> Carries out assignments requiring general familiarity within a broad field of the respective profession <input type="checkbox"/> Makes decisions by using a combination of standard methods and techniques <input type="checkbox"/> Actively participates in planning to ensure the achievement of objectives <input type="checkbox"/> Works independently to interpret information and resolve difficulties <input type="checkbox"/> Graduate from an appropriate post-secondary program, with credentials or equivalent <input type="checkbox"/> Generally, three to six years experience
7	\$179	
8	\$187	
9	\$195	First Level Supervisor or first complete Level of Specialization <ul style="list-style-type: none"> <input type="checkbox"/> Provides applied professional knowledge and initiative in planning and coordinating work programs <input type="checkbox"/> Adapts established guidelines as necessary to address unusual issues <input type="checkbox"/> Decisions accepted as technically accurate, however may on occasion be reviewed for soundness of judgment <input type="checkbox"/> Graduate from an appropriate post-secondary program, with credentials or equivalent <input type="checkbox"/> Generally, five to nine years experience
10	\$204	
11	\$219	
12	\$231	Highly Specialized Technical Professional or Supervisor of groups of professionals <ul style="list-style-type: none"> <input type="checkbox"/> Provides multi-discipline knowledge to deliver innovative solutions in related field of expertise <input type="checkbox"/> Participates in short and long range planning to ensure the achievement of objectives <input type="checkbox"/> Makes responsible decisions on all matters, including policy recommendations, work methods, and financial controls associated with large expenditures <input type="checkbox"/> Reviews and evaluates technical work <input type="checkbox"/> Graduate from an appropriate post-secondary program, with credentials or equivalent <input type="checkbox"/> Generally, ten to fifteen years experience with extensive, broad experience
13	\$241	
14	\$261	
15	\$274	Senior Level Consultant or Management <ul style="list-style-type: none"> <input type="checkbox"/> Recognized as an authority in a specific field with qualifications of significant value <input type="checkbox"/> Provides multidiscipline knowledge to deliver innovative solutions in related field of expertise <input type="checkbox"/> Independently conceives programs and problems for investigation
16	\$292	
17	\$301	
18	\$302	Senior Level Management under review by Vice President or higher <ul style="list-style-type: none"> <input type="checkbox"/> Participates in discussions to ensure the achievement of program and/or project objectives <input type="checkbox"/> Makes responsible decisions on expenditures, including large sums or implementation of major programs and/or projects <input type="checkbox"/> Graduate from an appropriate post-secondary program, with credentials or equivalent <input type="checkbox"/> Generally, more than twelve years experience with extensive experience
19	\$313	
20	\$324	
21	\$344	

PREVAILING WAGE RATES

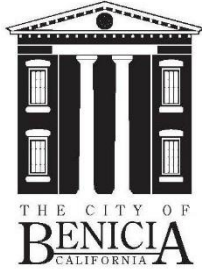
Below are typical prevailing wage rates for the staff performing field inspection or survey of public works construction projects.

Inspector/Surveyor Prevailing Wage Rates	Hourly Rates (ST/OT/DT)
CONTRACTOR billing rate for straight time (ST) prevailing wage rate work from 7/1/25-6/30/26	\$204.00
CONTRACTOR billing rate for overtime (OT) prevailing wage rate work is from 7/1/25-6/30/26	\$276.00
CONTRACTOR billing rate for double time (DT) prevailing wage rate work is from 7/1/25-6/30/25	\$350.00
CONTRACTOR billing rate for straight time (ST) prevailing wage rate work from 7/1/26-6/30/27	\$208.00
CONTRACTOR billing rate for overtime (OT) prevailing wage rate work is from 7/1/26-6/30/27	\$283.00
CONTRACTOR billing rate for double time (DT) prevailing wage rate work is from 7/1/26-6/30/27	\$359.00
CONTRACTOR billing rate for straight time (ST) prevailing wage rate work from 7/1/27-6/30/28	\$213.00
CONTRACTOR billing rate for overtime (OT) prevailing wage rate work is from 7/1/27-6/30/28	\$290.00
CONTRACTOR billing rate for double time (DT) prevailing wage rate work is from 7/1/27-6/30/28	\$368.00

BILLING RATE MARKUPS AND FEES

Below are typical billing rate fees, markups, and other rates. Rates are adjusted annually each year, as allowed by City.

Flat Rate Disbursement	\$12.50 per hour
ODC Markup - Other Direct Costs/Reimbursable Expenses (excluding Flat Rate Disbursement)	10%
Subcontract Markup - Labor and Reimbursable Expenses	5%
Vehicle Mileage - Reimbursable Expense (when authorized and if not excluded)	IRS Rate
Annual Rate escalation, adjusted January 1 st each year	3%



**AGENDA ITEM
CITY COUNCIL MEETING DATE – MAY 19, 2026
CONSENT CALENDAR**

TO : City Manager

FROM : Public Works Director

SUBJECT : **APPROVAL OF REIMBURSEMENT AGREEMENT BETWEEN THE CITY OF FAIRFIELD AND THE CITY OF BENICIA FOR THE ONE BAY AREA GRANT CYCLE 2 FUNDING SWAP AND APPROVAL OF A BUDGET AMENDMENT**

EXECUTIVE SUMMARY:

Approve the reimbursement agreement with the City of Fairfield from a previous funding exchange for the One Bay Area Grant Cycle 2 (OBAG 2).

RECOMMENDATION:

Adopt a resolution (Attachment 1) approving the reimbursement agreement with the City of Fairfield (Attachment 2) in the amount of \$334,710. Authorizing the Finance Director the authority to make the necessary revenue increases to the budget and the City Manager or Finance Director to execute the agreement on behalf of the City.

BUDGET INFORMATION:

Impacts to budget would be revenue received from the City of Fairfield to be used on a future roads project. The City of Fairfield would mail a check in the amount of \$334,710 within 30 days of receiving an invoice from the City of Benicia Finance Department. Because the reimbursement is related to an original roads project, a budget amendment is recommended to increase the revenue budget in the Roads Maintenance and Rehabilitation Account (RMRA) Fund (org/obj 3118090-5506 Reimbursement to the City). The RMRA Fund (Fund 311) is where roads projects are funded, and the revenue would be available for future allocation.

BACKGROUND:

The City was awarded the OBAG 2 grant in 2017 for the Park Road Improvement Project. In June of 2017, Council approved a local match share \$2,800,000 for the Project. As part of the OBAG 2 grant agreement, Benicia entered into two transportation funding exchanges in 2017 via Council Resolution 17-134 with the cities of Rio Vista and Dixon totaling \$334,710. Subsequently, the City made payments to the City of Rio Vista in the amount of \$89,496 in July 2018 and to the City of Dixon in the amount of \$245,214 in January 2020 both paid from Measure C funding.

On June 6, 2023, via Resolution 23-59, Council rejected all bids for the Park Road Improvement Project due to insufficient local match funding after three bids were received and opened.

On June 14, 2023, the Board for STA approved the reprogramming of grant funding from Benicia's Park Road Improvement Project to Fairfield's East Tabor Tolenas Safe Routes to School Project pending de-obligation request from Benicia to Caltrans.

On July 18, 2023, via Resolution 23-106, Council de-obligated the federal OBAG 2 funding for construction of the Park Road Improvement Project in the amount of \$2,731,000 and authorized the Public Works Director to submit the required de-obligation paperwork to Caltrans.

In order to facilitate coordination between the Parties, Fairfield agrees to reimburse Benicia for its actual and reasonable costs in connection with the local contributions that were paid in 2017 in support of the OBAG 2 grant agreement, in the amount of \$334,710, as provided in the Agreement.

NEXT STEPS:

Agreement will be executed, and City of Fairfield will send a check to City of Benicia for \$334,710

ALTERNATIVE ACTIONS:

If the agreement is not executed, the City will not receive any reimbursement.

CEQA Analysis	This action is not subject to the California Environmental Quality Act under Guidelines Section 15378 (b)(5) because organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment do not constitute a project
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ATTACHMENTS:

1. Resolution – Approval of Reimbursement Agreement - City of Fairfield and City of Benicia - OBAG 2 Funding Swap and Approval of a Budget Amendment
2. Funding Agreement - City of Fairfield

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

RESOLUTION NO. 26-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA APPROVING A REIMBURSEMENT AGREEMENT BETWEEN THE CITY OF FAIRFIELD AND THE CITY OF BENICIA FOR THE ONE BAY AREA GRANT CYCLE 2 FUNDING SWAP AND APPROVAL OF A BUDGET AMENDMENT

WHEREAS, the City was awarded the One Bay Area Grant Cycle 2 (OBAG 2) in 2017 for the Park Road Improvement Project. In June of 2017, Council approved a local match share \$2,800,000 for the Project. As part of the OBAG 2 grant agreement, Benicia entered into two transportation funding exchanges in 2017 via Council Resolution 17-134 with the cities of Rio Vista and Dixon totaling \$334,710; and

WHEREAS, the City made payments to the City of Rio Vista in the amount of \$89,496 in July 2018 and to the City of Dixon in the amount of \$245,214 in January 2020 both paid from Measure C funding; and

WHEREAS, on June 6, 2023, via Resolution 23-59, Council rejected all bids for the Park Road Improvement Project due to insufficient local match funding after three bids were received and opened; and

WHEREAS, on June 14, 2023, the Board for STA approved the reprogramming of grant funding from Benicia's Park Road Improvement Project to Fairfield's East Tabor Tolenas Safe Routes to School Project pending de-obligation request from Benicia to Caltrans; and

WHEREAS, on July 18, 2023, via Resolution 23-106, Council de-obligated the federal OBAG 2 funding for construction of the Park Road Improvement Project in the amount of \$2,731,000 and authorized the Public Works Director to submit the required de-obligation paperwork to Caltrans; and

WHEREAS, the City of Fairfield agrees to reimburse the City of Benicia for its actual and reasonable costs in connection with the local contributions that were paid in 2017 in support of the OBAG 2 grant agreement, in the amount of \$334,710, as provided in the Reimbursement Agreement; and

WHEREAS, a budget amendment is recommended to increase the revenue budget in the Roads Maintenance and Rehabilitation Account (RMRA) Fund (org/obj 3118090-5506 Reimbursement to the City) because the reimbursement is related to an original roads project and the revenue would be available for future allocation.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Benicia does hereby adopt a resolution approving the Reimbursement Agreement between the City of Fairfield and the City of Benicia in the amount of \$334,710 for the OBAG 2 grant funding swap, approves a budget amendment authorizing the Finance

Director to make the necessary revenue increases to the budget and authorizing the City Manager or Finance Director to execute 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 19th day of May 2026 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Steve Young, Mayor

Attest:

Lisa Wolfe, City Clerk

Date

REIMBURSEMENT AGREEMENT

THIS REIMBURSEMENT AGREEMENT (“Agreement”) is made and entered into as of the _____ day of _____, _____, by and among the City of Benicia (“**Benicia**”), a California municipal corporation, and the City of Fairfield (“**Fairfield**”) a California municipal corporation. Benicia and Fairfield are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS

A. In 2017, Benicia was awarded federal One Bay Area Grant Cycle 2 (“**OBAG 2**”) funds for the Park Road Improvement Project (Federal Project No. STPCML-5003(031)) (City Project No. T-120) (“**Project**”) and Benicia City Council approved an agreement with the Solano Transportation Authority (“**STA**”) by Resolution 17-102.

B. In 2017, as part of the OBAG 2 grant agreement, Benicia entered into two transportation funding exchanges with the cities of Rio Vista and Dixon totaling \$334,710, approved by Council Resolution No. 17-134 and subsequently payment on this amount from Measure C funds was completed by Benicia to the city of Rio Vista in the amount of \$89,496 and to the city of Dixon in the amount of \$245,214.

C. On June 27, 2017, the City Council of Benicia approved a local match share \$2,800,000 for the Project from Measure C funding by Resolution 17-102.

D. The Project consists of pavement repairs, storm drainage improvements, as well as a new bicycle facility along Park Road between Oak Road and Bayshore Road.

E. On September 20, 2022, Benicia received approval of an Authorization to Proceed (Caltrans Form E-76) to Construction Phase from Caltrans for Project (Federal Project no. STPCML-5003(031)) in the amount of \$2,731,000 (“**Federal Funds**”).

F. On June 6, 2023, the City Council of Benicia rejected all bids for the Park Road Improvement Project due to insufficient funding after three bids were received and opened on April 18, 2023, by Resolution 23-59.

G. On June 14, 2023, the Board for STA approved the reprogramming of CMAQ and STP OBAG 2 funding from Benicia's Park Road Improvement Project to Fairfield's East Tabor Tolenas Safe Routes to School Project pending de-obligation request from Benicia to Caltrans.

H. On July 18, 2023, the City Council of Benicia de-obligated the federal OBAG 2 funding for construction of the Park Road Improvement Project in the amount of \$2,731,000 and authorized the Public Works Director to submit the required de-obligation paperwork to Caltrans by Resolution 23-106.

I. On July 24, 2023, the City of Benicia Public Works Director submitted a letter to Caltrans Local Assistance District 4 de-obligating the entirety of Federal Funds previously obligated for the Park Road Improvement Project in the amount of \$2,731,000 for the construction phase of the Project.

J. In order to facilitate coordination between the Parties, Fairfield agrees to reimburse Benicia for its actual and reasonable costs in connection with the local contributions that were paid in 2017 in support of the OBAG 2 grant agreement, in the amount of \$334,710.00, as provided in this Agreement.

K. The Parties to this Agreement wish to establish the terms and conditions of such reimbursement obligation.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the Parties hereby agree as follows:

1. **Effective Date.** This Agreement shall be effective as of _____ (“**Effective Date**”).
2. **Term.** The term of this Agreement shall commence on the Effective Date and terminate upon the receipt of notice of termination of this Agreement by either Party in accordance with Section 5 (hereafter the “**Termination Date**”).
3. **Reimbursement Obligation.** Fairfield shall pay Benicia for actual and reasonable costs in connection with the local contributions that were paid in 2017 in support of the OBAG 2 grant agreement, in the amount of \$334,710.00 (“**Reimbursable Costs**”), subject to the provisions of this Agreement.
4. **Final Payment.** Fairfield hereby agrees to reimburse Reimbursable Costs as follows:
 - a. **Final Invoice and Payment.** Within thirty (30) days after Effective Date, Fairfield will deposit with Benicia the amount of three hundred thirty-four thousand and seven hundred ten dollars (\$334,710.00) in the form of cash or other immediately available funds to be used by Benicia toward the payment of Reimbursable Costs (“**Deposit**”). Benicia shall deliver to Fairfield a closing invoice (“**Closing Invoice**”) confirming payment of the Reimbursable Costs under this Agreement.
 - b. **Use of Deposit.** Benicia shall use the Deposit to pay for the Reimbursable Costs. The Deposit may be commingled with other funds of Benicia.
5. **Termination.** Either Party may terminate this Agreement by providing fifteen (15) business days’ prior written notice to the other Party in accordance with Section 11. If Fairfield is in default of its payment obligations under this Agreement and fails to cure such default within fourteen (14) calendar days (“**Cure Period**”) following written notice from Benicia (including a description of the default and the manner in which it can be cured), then Benicia may terminate this Agreement by providing notice to Fairfield.
6. **Entire Agreement.** This Agreement constitutes the entire agreement of the Parties with respect to the matters set forth herein. Any amendments, modifications, or changes to this Agreement shall be in writing and signed by both Parties.
7. **Waivers.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.
8. **Severability.** If any provision of this Agreement or the application of any such provision shall be held by a court of competent jurisdiction to be invalid, void, or unenforceable to any extent, the remaining provisions of this Agreement and the application thereof shall remain in full force and effect and shall not be affected, impaired, or invalidated.

9. Successors and Assigns. This Agreement shall be binding upon the parties hereto and their respective heirs, legal representatives, successors, and assigns.

10. Jurisdiction. This Agreement shall be administered and interpreted under the laws of the State of California without regard to its choice of law rules. Jurisdiction and venue of litigation arising from this Agreement shall be in the County of Solano, State of California.

11. Notices. Notices required by this Agreement shall be personally delivered, mailed, postage prepaid, or mailed via nationally recognized overnight courier as follows:

To the City of Fairfield:
City of Fairfield
Public Works Department
1000 Webster Street, 3rd Floor
Fairfield, CA 94533
Attn: Ryan Panganiban
(707) 428-7017
rpanganiban@fairfield.ca.gov

with a copy to:

To the City of Benicia:
Public Works
250 East L Street
Benicia, CA 94510
Attn: Deputy Public Works Director
Tel: (707) 746-4203

with a copy to:

Burke, Williams & Sorensen, LLP
131 Third Street
San Rafael, CA 94901
Attn: Benjamin Stock
Tel: (415) 755-2609

Notices given by personal delivery shall be effective immediately. Notices given by overnight courier shall be effective upon the date of delivery. Notices given by mail shall be deemed to have been delivered five (5) days after having been deposited in the United States mail, postage prepaid and return receipt requested. Any Party may change its address for notice by written notice to the other Party in the manner provided in this paragraph 11.

12. Interpretation. The titles to the sections of this Agreement are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement. As used in this Agreement, masculine, feminine, or neutral gender and the singular or plural number shall each be deemed to include the others where and when the context so dictates. The word “including” shall be construed as if followed by the words “without limitation.” This Agreement is the product of negotiations among the Parties, and it shall not be construed as if it had been

prepared by one of the Parties, but rather as if both of the Parties have prepared the same. Any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in interpreting this Agreement.

13. Authority. Each person executing this Agreement covenants and warrants that (i) the Party on whose behalf he or she is signing is duly incorporated or otherwise established or formed and validly existing under the laws of its state of incorporation, establishment or formation, (ii) the Party is duly qualified to do business in California, (iii) the Party has full corporate, partnership, trust, association, or other power and authority to enter into this Agreement and to perform all of its obligations hereunder, and (iv) each person (and all of the persons if more than one signs) signing this Agreement is duly and validly authorized to do so.

14. Execution. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one original. Facsimile or PDF signatures shall be deemed originals.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

CITY OF BENICIA:

CITY OF BENICIA,
a Municipal Corporation

City Manager (Date) _____

APPROVED AS TO FORM:

City Attorney (Date) _____

ATTEST:

City Clerk (Date) _____

CITY OF FAIRFIELD:

CITY OF FAIRFIELD,
a Municipal Corporation

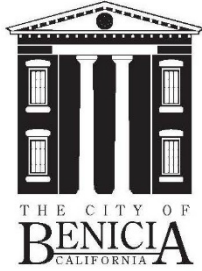
City Manager (Date) _____

APPROVED AS TO FORM:

City Attorney (Date) _____

ATTEST:

City Clerk (Date) _____



AGENDA ITEM
CITY COUNCIL MEETING DATE – MAY 19, 2026
BUSINESS ITEM

TO : City Manager

FROM : Deputy City Manager

SUBJECT : **AUTHORIZATION TO SUBMIT BAY AREA AIR DISTRICT REPAIR OPPORTUNITY GRANT APPLICATION AND TO SERVE AS A CO-APPLICANT FOR COMMUNITY PARTNER APPLICATIONS**

EXECUTIVE SUMMARY:

The Bay Area Air District has opened Round 1 of its Local Community Benefits Fund program, created to reinvest penalty funds from air quality violations into communities impacted by those violations. The City of Benicia is eligible to apply for an Opportunity Grant in an amount between \$500,000 and \$5 million. The City of Benicia intends to apply for a \$5 million community rebate initiative designed to reduce household energy consumption, improve residential air quality, and accelerate the transition to cleaner, more energy-efficient homes.

In addition, several community-based organizations are applying as lead applicants for separate Bay Area Air District REPAIR Opportunity Grant application and have requested that the City participate as a co-applicant and supporting partner. The City is proud to serve as co-applicant for the following: Benicia Community Air Monitoring Program (BCAMP), Benicia Unified School District (BUSD), and Sustainable Solano. These partnerships are intended to support community sustainability, environmental health, and educational initiatives aligned with the goals of the REPAIR program.

RECOMMENDATION:

There are two recommendations included with this item:

1. Move to adopt a resolution (Attachment 1) authorizing submission of the City of Benicia's Bay Area Air District REPAIR (Reinvesting Penalties for Air Improvement and Resilience) Opportunity Grant application in an amount up to \$5 million; and
2. Move to adopt a resolution (Attachment 2) authorizing the City of Benicia to serve as a co-applicant for Bay Area Air District REPAIR Opportunity Grant applications submitted by BCAMP, Sustainable Solano, and Benicia Unified School District, and authorizing the City Manager or designee to execute all related documents.

BUDGET INFORMATION:

There is no fiscal impact associated with this action.

The proposed grant application seeks up to \$5 million under the Bay Area Air District REPAIR Opportunity Grant category. No local match is required for this grant. If the grant is awarded, staff will return to the City Council with any recommended budget amendments, grant acceptance documents, agreements, implementation plans, or related contracts.

BACKGROUND:

On January 29, 2026, the Bay Area Air District announced the opening of Round 1 of the Local Community Benefits Fund under its Bay REPAIR (Reinvesting Penalties for Air Improvement and Resilience) program. The program reinvests a portion of penalty funds from air quality violations, including those associated with the Valero Refining Company, into communities affected by those violations. The funding is intended to support projects that reduce air pollution, improve public health, and build economic resilience for a just transition away from the harmful effects of a fossil fuel-based economy.

According to the Air District’s Call for Projects for Benicia and surrounding communities, approximately \$60 million is available for this funding round. Opportunity Grants range from \$500,000 to \$5 million and are intended for collaborative projects led by multi-stakeholder partnerships.

On April 21, 2026, staff presented an overview of the Air District REPAIR grant opportunities to the City Council, including both the Catalyst and Opportunity Grant programs. At that meeting, the City Council provided direction regarding the framework for the City’s Opportunity Grant application for a community regranting program.

The City of Benicia proposes the “Benicia Residential Clean Energy & Air Quality Rebate Program,” a \$5 million community rebate initiative designed to reduce household energy consumption, improve residential air quality, and accelerate the transition to cleaner, more energy-efficient homes, with a priority for residents along the refinery fenceline.

The Bay Area Air District has indicated that Opportunity Grant applications are due by May 29, 2026, at 5:00 p.m. Pacific Time.

In addition to the City’s Opportunity Grant application, several community organizations are preparing separate Opportunity Grant applications for the Bay Area Air District REPAIR program. These organizations have requested that the City of Benicia serve as a co-applicant and supporting partner for their respective applications.

The proposed partner applications currently include:

- Benicia Community Air Monitoring Program (BCAMP)
- Benicia Unified School District (BUSD)
- Sustainable Solano

Each organization is developing independent project proposals consistent with the goals of the Bay Area Air District REPAIR program. The City’s role as co-applicant would primarily consist of partnership coordination, collaboration support, and participation in

grant-related activities, if awarded. Final grant applications and scopes of work will be administered independently by the lead applicant organizations.

NEXT STEPS:

If approved, staff will finalize and submit the Opportunity Grant application by May 29, 2026, and return to the City Council with any future grant acceptance documents, budget amendments, implementation plans, and related agreements if funding is awarded.

ALTERNATIVE ACTION:

The City Council may choose not to authorize submission of the Opportunity Grant application. If the application is not submitted, the City would forgo the opportunity to compete for up to \$5 million in external funding intended to support community-based air quality, health, workforce development, and economic resilience initiatives.

CEQA Analysis	This action consists of authorizing the submission of a grant application and does not commit the City to a specific project or physical change in the environment. Accordingly, this action is not a “project” under the California Environmental Quality Act (CEQA) pursuant to Section 15378 of the CEQA Guidelines. Any future projects funded through the grant program will be reviewed for CEQA compliance, as appropriate, prior to implementation.
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ATTACHMENT:

1. Resolution - Authorizing the Submission of the City of Benicia’s Bay Area Air District REPAIR Opportunity Grant Application
2. Resolution - Supporting Community Partner REPAIR Opportunity Grant Applications and Authorizing the City of Benicia to Serve as Co-Applicant

For more information contact: Sarah Shawky, Deputy City Manager
Phone: (707) 746-4334
E-mail: SShawky@ci.benicia.ca.us

RESOLUTION NO. 26-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA AUTHORIZING THE SUBMISSION OF THE CITY OF BENICIA'S BAY AREA AIR DISTRICT REPAIR OPPORTUNITY GRANT APPLICATION AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE ALL RELATED DOCUMENTS

WHEREAS, the Bay Area Air Quality Management District (Air District) has established funding opportunities through its Local Community Benefits Fund program to support projects that improve air quality, public health, economic resilience, and community sustainability in impacted communities; and

WHEREAS, the Bay Area Air District REPAIR (Reinvesting Penalties for Air Improvement and Resilience) program reinvests penalty funds from air quality violations into communities affected by those violations; and

WHEREAS, the City of Benicia is eligible to apply for funding under the Bay Area Air District REPAIR Opportunity Grant program in an amount between \$500,000 and \$5,000,000; and

WHEREAS, the City of Benicia seeks to submit an Opportunity Grant application in the amount of up to \$5,000,000 to establish a community rebate initiative designed to reduce household energy consumption, improve residential air quality, and accelerate the transition to cleaner, more energy-efficient homes; and

WHEREAS, the proposed Opportunity Grant application would allow the City to serve as the lead applicant and grant administrator and, if awarded, establish a process for distributing grant funds consistent with Air District requirements; and

WHEREAS, no local match is required for the Opportunity Grant program; and

WHEREAS, if the grant is awarded, staff will return to the City Council with future grant acceptance documents, budget amendments, implementation plans, agreements, and related actions necessary to administer the program.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Benicia does hereby authorize the submission of the Bay Area Air District REPAIR Opportunity Grant application under the Local Community Benefits Fund program in an amount of up to \$5,000,000.

BE IT FURTHER RESOLVED THAT the City Manager or designee is hereby authorized to execute and submit all related application materials and documents necessary to carry out the grant application process.

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 19th day of May 2026 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Steve Young, Mayor

Attest:

Lisa Wolfe, City Clerk

Date

RESOLUTION NO. 26-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA SUPPORTING
COMMUNITY PARTNER REPAIR OPPORTUNITY GRANT APPLICATIONS AND
AUTHORIZING THE CITY OF BENICIA TO SERVE AS A CO-APPLICANT**

WHEREAS, the Bay Area Air Quality Management District (Air District) has established the Bay REPAIR (Reinvesting Penalties for Air Improvement and Resilience) program to reinvest penalty funds from air quality violations into communities impacted by those violations; and

WHEREAS, the Bay Area Air District REPAIR Opportunity Grant program is intended to support projects and community partnerships that improve air quality, public health, and build economic resilience for a just transition away from the harmful effects of a fossil fuel-based economy; and

WHEREAS, local community organizations and educational partners are preparing separate Bay Area Air District REPAIR Opportunity Grant applications intended to benefit the Benicia community and support environmental and economic resilience associated with the Valero refinery transition; and

WHEREAS, Benicia Community Air Monitoring Program, Benicia Unified School District, and Sustainable Solano have requested that the City of Benicia serve as a co-applicant and supporting partner for their respective Bay Area Air District REPAIR Opportunity Grant applications intended to benefit the Benicia community and support environmental and economic resilience associated with the Valero refinery transition; and

WHEREAS, participation as a co-applicant does not commit the City to financial obligations beyond those approved by the City Council and any future agreements related to awarded grants would be brought back to the City Council for consideration, as appropriate.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Benicia does hereby support and authorize the City of Benicia to serve as a co-applicant for Bay Area Air District REPAIR Opportunity Grant applications submitted by Benicia Community Air Monitoring Program, Benicia Unified School District, and Sustainable Solano.

BE IT FURTHER RESOLVED THAT the City Council authorizes the City Manager or designee to participate as a co-applicant and execute letters of support, partnership documentation, and related application materials necessary to support the grant application process.

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 19th day of May 2026 by the following vote:

Ayes:

Noes:

Absent:

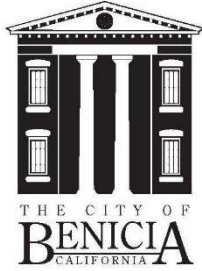
Abstain:

Steve Young, Mayor

Attest:

Lisa Wolfe, City Clerk

Date



AGENDA ITEM
CITY COUNCIL MEETING DATE – May 19, 2026
BUSINESS ITEM

TO : City Council

FROM : City Manager

SUBJECT : **PUBLIC HEARING ON TERMS OF A PROPOSED LIMITED CHARTER FOR THE CITY OF BENICIA AND POLICY DIRECTION FOR THE STRUCTURE OF A PROPOSED REAL PROPERTY TRANSFER TAX**

EXECUTIVE SUMMARY:

With the objective of ensuring the City’s ongoing fiscal stability, the City Council has discussed taking the steps necessary to become a limited charter city for the sole purpose of implementing a Real Property Transfer Tax (RPTT), which only charter cities are authorized to levy. To this end, the City would like to bring two ballot measures before voters in the November 3, 2026, election, one to establish Benicia as a limited charter city and one to subsequently implement an RPTT. This staff report outlines the purpose and terms of the proposed limited charter and the structure of the proposed RPTT. This May 19, 2026, City Council meeting will constitute the first of two statutorily required public hearings on the proposed adoption of the limited charter, during which City Council will receive comments from the public.

RECOMMENDATION:

There are two recommendations associated with this item:

1. Hold the first of two public hearings regarding the proposed terms of the limited charter as required by Government Code §34458, prior to the measure’s placement on the November 3, 2026, ballot; and
2. Provide staff with feedback and direction regarding the structure for the proposed RPTT to be placed on the November 3, 2026, ballot.

BUDGET INFORMATION:

The budgetary impact of placing the limited charter and RPTT ballot measures on the General Election Ballot on November 3, 2026, would be minimal because Benicia will already have Council and School Board elections happening concurrently. Staff estimates the cost to add these two items to the ballot would be \$9,688 per measure, or \$19,376 for both measures. The cost would be incurred in Fiscal Year 2026-27 (FY27) and there is sufficient budget for the cost of the election, including the placement of the two measures, in the FY27 City Clerk Election Services budget (0101200-7030).

BACKGROUND:

Over the past several years, City Council has discussed, on multiple occasions, the need to broaden and diversify the City's revenue streams to ensure the City has sustainable sources of revenue to maintain and enhance City services. One area of exploration is the ability for the City to enact a real property transfer tax (RPTT). In California, only charter cities can enact RPTTs, therefore, in order for Benicia to enact such a tax, it would need to first become a charter city.

City Charter Adoption Measure

In California, there are two types of cities: general law cities and charter cities. General law cities get their corporate powers from the general laws passed by the State legislature. Charter cities, on the other hand, get their corporate powers from the California Constitution's home rule provision, which allows them to preside over all "municipal affairs," limited only by their own charters and State law on "matters of statewide concern."

Generally, a matter is of "statewide concern," as opposed to a "municipal affair," when its impact is "primarily regional," even if its impacts are not truly statewide. The following is a list of matters determined by the courts to be matters of "statewide concern" and hence not amenable to modification by charter:

- Educational school systems; and
- Traffic and vehicle regulations; and
- Tort claims against a governmental entity; and
- The Ralph M. Brown Act open meetings law; and
- The Meyers-Miliias-Brown Act regarding employee organization; and
- The California Environmental Quality Act; and
- The exercise of the eminent domain power.

While there are several authorities that a charter can grant a city, Benicia's proposed limited charter will be limited solely to the authority to enact an RPTT. No other charter city authorities will be granted by the charter. Accordingly, the proposed limited charter provides that the City will follow California general law in all areas except those stated in the charter; and specifically, that the charter authorizes the City to implement an RPTT, if separately approved by the voters, as the single and sole authority granted by the charter. Language in the attached ordinance and in the terms of the charter itself is clear that the authority granted is limited exclusively to the power to enact an RPTT.

The California Constitution stipulates that for a city charter to be adopted, it must be approved by a simple majority vote of the City's voters at a statewide regular election (Gov. Code, §§34457 and 34458.). The attached draft ordinance contains the terms of the proposed limited charter discussed by the City Council at the April 28, 2026, council meeting. Following that meeting, minor modifications were made to further clarify that the limited charter City is for the limited and sole purpose of authorizing the City to levy an RPTT.

Real Property Transfer Tax MeasureA real property transfer tax (RPTT) is a tax on the sale of property that is paid when real property is conveyed and is based on the sale

value of the property. As noted above, only charter cities are authorized by state law to impose such a tax. This tax is distinguished from the similarly named documentary transfer tax that the county has adopted, and which all cities thereby became authorized to impose by ordinance. The City’s documentary transfer tax is codified in Municipal Code section 3.16 – Real Property Transfer Tax, which since at least 1980, has imposed the tax at the rate of \$0.275 for each five hundred dollars (\$500) of value or fractional part of \$500, which is the maximum allowable rate pursuant to California Revenue and Taxation Code Section 11911(b). The County documentary tax rate is \$0.55 for each five hundred dollars (\$500), the maximum allowable rate pursuant to California Revenue and Taxation Code Section 11911(a). The County shall grant a credit against the County tax in the amount of the City tax per Revenue and Taxation Code 11931.

Charter cities, in enacting their own laws, may enact an RPTT in place of a documentary transfer tax, at any rate(s) approved by voters, and may provide exemptions of certain property sales. Payment of the tax could be negotiated between buyer and seller. The tax would be owed at the time of sale of the real property and the tax would be collected by the City.

The following table outlines the structure and applicable rates for the proposed RPTT:

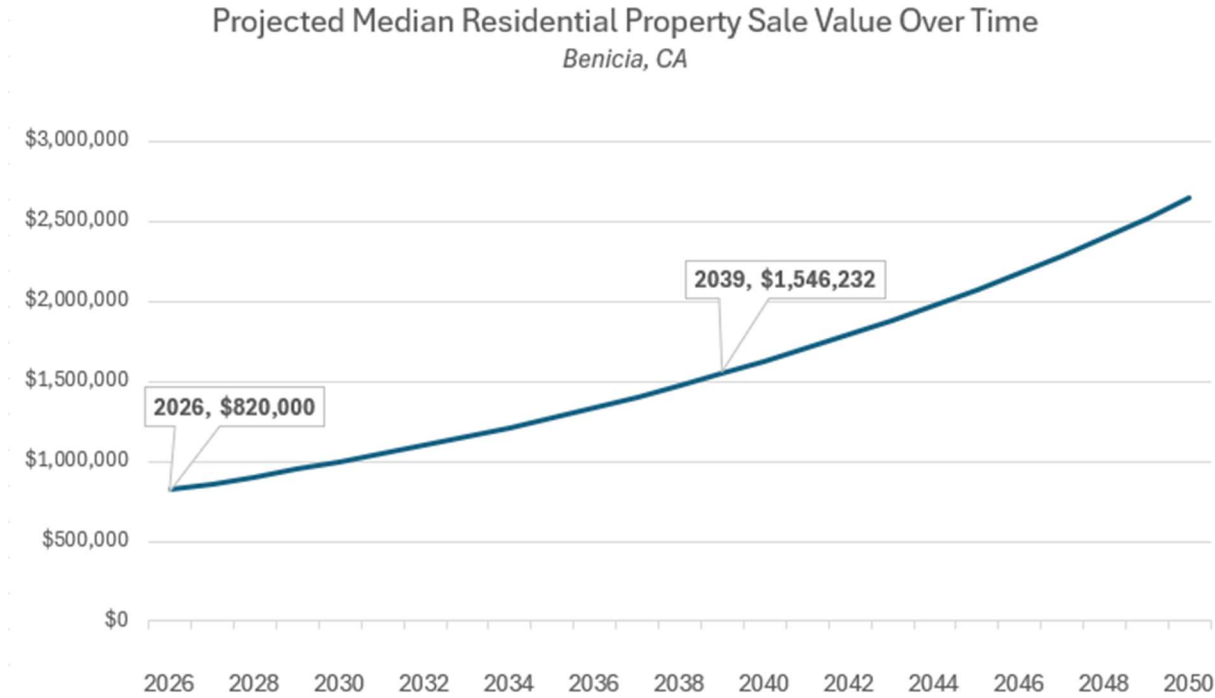
Property Sale Value	Rate (\$ per \$1000 in sale value)
< \$2,000,000	\$4
\$2,000,000 – \$9,999,999	\$6
\$10,000,000 <	\$8

- Sales of residential properties built prior to January 1, 2027, that are sold for less than \$1.5 million will be exempt from the RPTT.
- All sales of residential properties built on or after January 1, 2027, will be subject to the RPTT.
- All sales of commercial properties will be subject to the RPTT.

Based on the structure outlined above, it is estimated that the RPTT will initially generate nearly \$400,000 annually in additional tax revenue. Commercial transactions are estimated to drive 80% or more of the RPTT revenue at the outset and it is anticipated that the revenue generated may occasionally increase considerably in a given year based on the sporadic occurrence of very high value commercial transactions.

It is anticipated that the exemption for residential properties built before January 1, 2027, that are sold for less than \$1.5 million will exempt the vast majority of residential property sales from the RPTT. Based on historical data, it is estimated that only about 1.5% of residential property sales each year will exceed this value at the outset of the

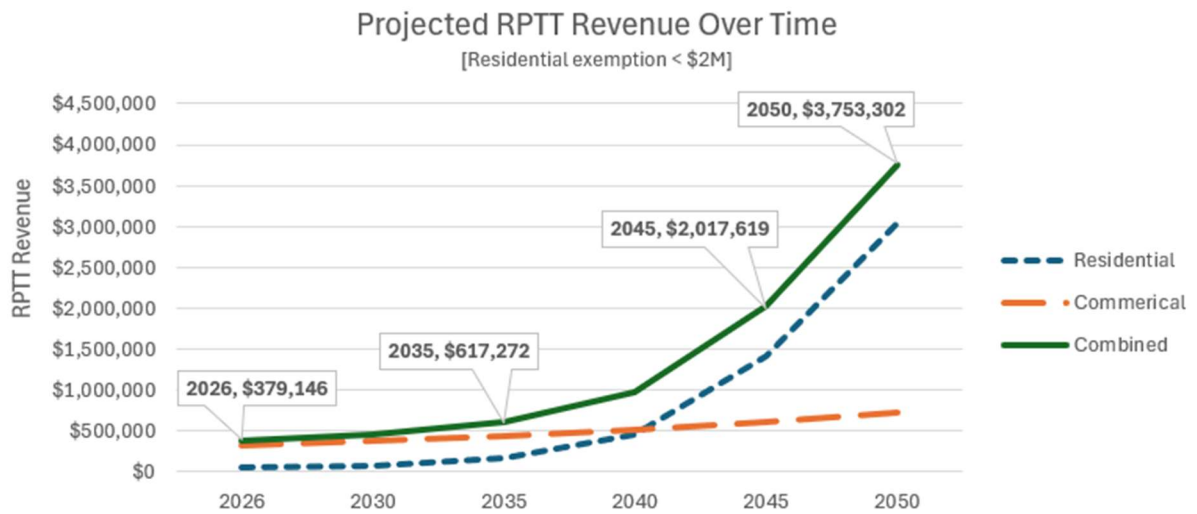
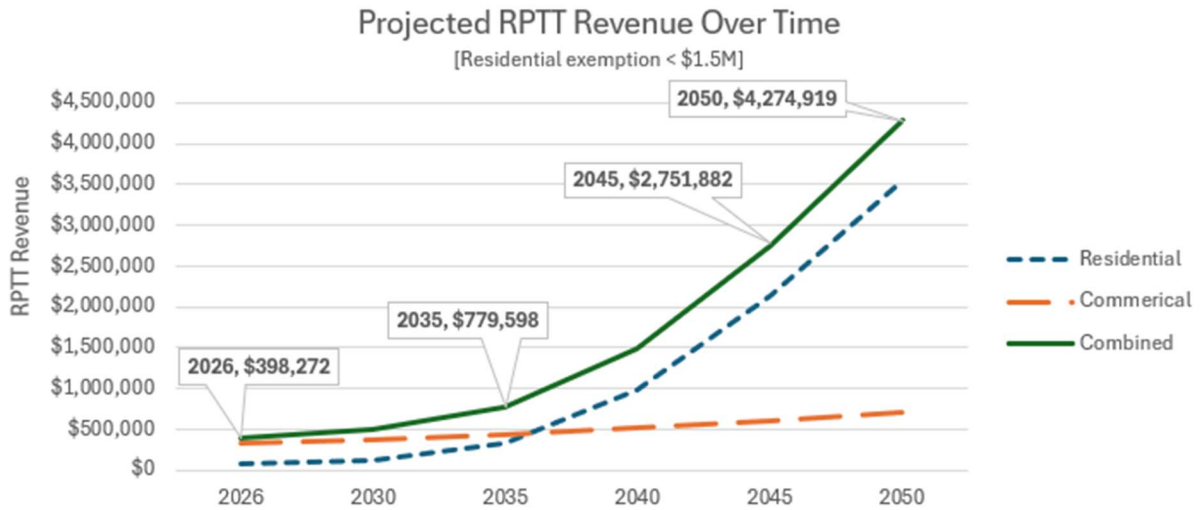
RPTT. For additional context, the chart below shows that the median sale value for residential properties is projected to surpass \$1.5 million sometime around 2040¹.



The graphs below show how the RPTT’s revenue is projected to grow over time, based on the growth of property values². During the April 28, 2026, council meeting, Council expressed interest in seeing how the RPTT’s estimated revenue would change in response to changing the sale value cutoff for exempting residential properties built prior to January 1, 2027, to \$2 million. In response to that request, multiple revenue projections are presented, incorporating the different cutoff points for the residential property exemption, \$1.5 million and \$2 million.

It is important to note that the revenue projections are based on recent historical sales data for residential and commercial properties and the projected annual rates of growth in the sale value for each property type. New development is not factored into these projections due to the inherent uncertainty of the timing and volume of such development over the timeframe of the projections. That said, the known, currently planned Rose Estates development would reasonably be expected to contribute significantly to the RPTT’s projected revenue over the near term. Based on what is currently known, the development’s anticipated 1,620 units, reported to average \$900,000 in sale value, would represent an estimated \$5,832,000 of potential RPTT revenue, although the timing of that revenue cannot be determine at the time of this report.

¹ Based on a current median sale value of \$820,000 and a projected annual growth rate of 5%
² Projected revenue based on historical property sales data and projected annual growth rates of 5% and 3% for residential and commercial property values, respectively



Staff is seeking final direction from City Council regarding the framework for the RPTT so that staff has sufficient time to prepare the related ordinance and ballot question for the July 21, 2026, City Council meeting.

NEXT STEPS:

Below is the planned timeline for next steps to place the limited charter and RPTT measures on the November 3, 2026, ballot:

- 1. May 19th City Council Meeting - Limited Charter Public Hearing #1 & Review RPTT Structure
- 2. May 31st & June 2nd Notice of Public Hearing #2 in Benicia Herald & Vallejo Times
- 3. June 23rd Council Meeting - Limited Charter Public Hearing #2 & Review RPTT Structure
- 4. July 21st Council Meeting – Public Hearing #3, Placement of Two Measures on November 2026 Ballot, Introduction of Ordinance for RPTT Structure, and Introduction of Ordinance for Limited Charter
- 5. Aug 7th Deadline for City Clerk to Submit Resolutions to Registrar of Voters to Place Measures on the November 2026 Ballot

ALTERNATIVE ACTIONS:

Provide staff with direction regarding any additional changes to the proposed RPTT structure or the limited charter based on public input.

Strategic Goal Impacted by this Agenda Item	
Strategic Goals	The City Council and community identified six (6) strategic goals for which the City of Benicia aspires to achieve with our programs and services. Please select the strategic goal impacted by this Agenda Item. <input checked="" type="checkbox"/> Protect Community Health & Safety <input checked="" type="checkbox"/> Maintain & Enhance A High Quality of Life <input checked="" type="checkbox"/> Preserve & Enhance Infrastructure <input checked="" type="checkbox"/> Strengthen Economic & Fiscal Conditions <input checked="" type="checkbox"/> Protect & Enhance the Environment <input checked="" type="checkbox"/> High Performing Government

CEQA Analysis	The project is categorically exempt from further review of the California Environmental Quality Act (CEQA) pursuant to Guidelines Section 15061(b)(3) which exempts projects where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.
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ATTACHMENT:

- 1. Draft Ordinance - Establishing the City of Benicia as a Charter City

For more information contact: Mario Giuliani, City Manager

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

DRAFT
ORDINANCE NO. 26-___

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BENICIA ESTABLISHING THE CITY OF BENICIA AS A CHARTER CITY AND ADDING A NEW CHAPTER 1A (CITY OF BENICIA CHARTER) TO THE BENICIA MUNICIPAL CODE SOLELY WITH RESPECT TO THE POWERS OVER MUNICIPAL AFFAIRS IN RELATION TO A SYSTEM FOR THE IMPOSITION, LEVY AND COLLECTION OF A TAX ON THE CONVEYANCE OF REAL PROPERTY BASED ON THE VALUE OF THE REAL PROPERTY IN ADDITION TO THE AMOUNT AUTHORIZED BY CALIFORNIA REVENUE AND TAXATION CODE SECTION 11911

WHEREAS, the City of Benicia was incorporated as a general law city in 1851 by residents seeking to manage local affairs and today serves a population of approximately 26,200, providing a host of general governmental services through the exercise of its Constitutional Police Powers to the community, including police, fire, parks and recreation, library, public works engineering and maintenance, water and wastewater, community development (planning and building), and various administrative support services in a fiscally sustainable manner; and

WHEREAS, Benicia has a limited economic base for which to derive revenue for public services; by design, Benicia has chosen not to seek commercial development, and our industrial park is anchored by an oil refinery that has recently closed; and

WHEREAS, for more than a generation Benicia has seen limited growth both in housing and, even more significantly, in commercial and industrial development; additionally, more than 40% of residential units have not transferred in more than 35 years; and

WHEREAS, this limited economic base and little growth have placed great strain on the City's ability to meet service demands and maintain essential infrastructure; and

WHEREAS, current revenues are insufficient for the City of Benicia to continue to provide those services in a fiscally sustainable manner; and

WHEREAS, to address this challenge, the City of Benicia has pursued cost-saving measures and the City's voters have approved multiple revenue measures in recent years, including a Cannabis Excise Tax, specially designated Sales Tax increases, and a Transient Occupancy Tax increase; and

WHEREAS, the anticipated revenue generation from those measures still leaves the City well short of what is required to fund services and maintain important infrastructure needs; and

WHEREAS, those needs include roads, pothole repair, storm drains, sidewalks, and public facilities such as the City Pool, Community Center, Library, Marina, and parks, as well as essential services such as police, fire, library, youth and senior programs, engineering, community development (planning and building), and other unrestricted general government purposes; and

WHEREAS, for this reason, it is necessary for the City of Benicia to seek additional sources of revenue generation, such as levying a Real Property Transfer Tax on the sale of properties within its boundaries; and

WHEREAS, becoming a Charter City would grant the City of Benicia the limited and sole authority to adopt and administer a Real Property Transfer Tax, a power it does not have as a general law city; and

WHEREAS, except as provided in the previous recital, adoption of this Charter shall not convey any additional powers to the City beyond those provided under its general law authority, including any taxation or revenue powers not already held by the City as a general law city; and

WHEREAS, to address this matter, in April 2026, the City Council, pursuant to the authority granted by Government Code Section 34458, provided direction to staff to draft a city charter focused exclusively on granting the power to levy a Real Property Transfer Tax that, if approved by a simple majority of voters, would establish the City of Benicia as a Charter City under California law; and

WHEREAS, pursuant to Government Code Section 34458(b), the City Council held two public hearings to receive comments from the public and to consider the proposal to establish the City of Benicia as a Charter City for the limited and sole purpose of enacting a Real Property Transfer Tax; and

WHEREAS, at the conclusion of the hearing process, after considering all testimony, evidence, and comments from the public, the City Council directed the preparation of a ballot measure for the November 2026 election to put before voters the decision to establish the City of Benicia as a Charter City for the limited and sole purpose of enacting a Real Property Transfer Tax; and

WHEREAS, pursuant to Elections Code Section 9217, if a majority of the voters voting on a proposed ordinance vote in its favor, the ordinance shall become a valid and binding ordinance of the City. The ordinance shall be considered as adopted upon the date that the vote is declared by the legislative body and shall go into effect 10 days after that date.

NOW, THEREFORE THE PEOPLE OF THE CITY OF BENICIA DO ORDAIN AS FOLLOWS:

The following Charter is hereby adopted to be included as Title 1A of the City of Benicia

Municipal Code:

CITY OF BENICIA CHARTER

ARTICLE I

NAME AND BOUNDARIES

100. Name and Boundaries

The municipal corporation now existing and known as the City of Benicia, hereafter referred to as “the City,” shall remain and continue to be a municipal body corporate and politic, as at present, in name, in fact, and in law.

ARTICLE II

POWERS OF CITY

200. Exercise of Constitutional Power of Taxation

The City of Benicia adopts this Charter to exercise the constitutional powers conferred on cities under Article XI, Section 5 of the California Constitution solely with respect to the power to enact a system for the imposition, levy and collection of a tax on the conveyance of real property based on the value of the real property in addition to the amount authorized by California Revenue and Taxation Code section 11911.

201. Subject to General Laws

Except as provided in Section 200 of this Charter, the powers of the City shall otherwise be constrained by, subject to, and governed by the general laws of the State as now and hereafter existing relating to cities organized under said general laws.

202. Severability

If any provision of this Charter is found by a court of competent jurisdiction to be invalid, the remaining provisions of the Charter shall remain in full force and effect.

203. Amendment

Any amendment to this Charter shall require approval by a simple majority of City of Benicia voters and shall be effective when approved by City of Benicia voters and filed pursuant to the California Constitution and applicable State law.

ARTICLE III

SUCCESSION

300. Rights and Liabilities

The City shall remain vested with and continue to have, hold, and enjoy all property, rights of property, and rights of action of every nature and description now pertaining to this municipality, and is hereby declared to be the successor of same. It shall be subject to all the obligations, contracts, liabilities, debts, and duties that now exist against or with the City.

301. Ordinances, Codes, and Other Regulations

All ordinances, codes, resolutions, regulations, rules, and portions thereof, in force at the time this Charter takes effect, and not in conflict or inconsistent herewith, shall continue in force until repealed, amended, changed, or superseded in the manner provided by this Charter and any other applicable laws.

302. Pending Actions and Proceedings

No action or proceeding, civil or criminal, pending at the time this Charter takes effect, brought by or against the City or any officer, office, or department thereof, shall be affected or abated by the adoption of this Charter, or by anything herein contained.

ARTICLE IV

FORM OF GOVERNMENT

400. Form of Government

The form of government shall be that commonly known as the Council-Manager form of government. The City Council, consisting of five councilmembers elected at large for staggered four-year terms, in the manner in effect when this Charter was adopted, shall establish the policy of the City and the City Manager shall carry out that policy.

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 19th day of May 2026 by the following vote:

Ayes:

Noes:

Absent:

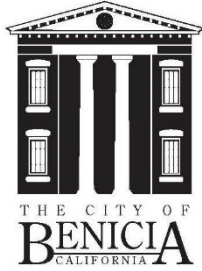
Abstain:

Steve Young, Mayor

Attest:

Lisa Wolfe, City Clerk

Date



**AGENDA ITEM
CITY COUNCIL MEETING DATE – MAY 19, 2026
CONSENT CALENDAR**

TO : City Manager

FROM : Finance Director

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

EXECUTIVE SUMMARY:

The third quarter (Q3) budget report of the City’s current fiscal year is part of the City’s on-going fiscal monitoring processes. The fiscal year (FY) 2025/26 Q3 Budget Report focuses on the General Fund. Like the Midyear (Q2) Budget report, the Finance Department has determined that year-end revenue may fall short of the levels projected during budget adoption. However, expenditures are expected to remain under budget, mainly due to personnel vacancy savings, and there is no anticipated need to reduce expenditures or use reserves to balance this year’s budget. There are no significant changes in this report, and the trends that were reported in the Q2 report are continued.

RECOMMENDATION:

Accept, by minute order, the FY 2025/26 Q3 Budget Report.

BUDGET INFORMATION:

There are no direct costs associated with the preparation of this budget report. The staff time expenses are included in the adopted FY 2025/26 budget

BACKGROUND:

The Q3 Budget Report is part of the budget cycle and includes a review of the first nine months of the current fiscal year from July 1, 2025, through March 31, 2026. The budget cycle includes actions and processes that take place throughout the year related to the planning, adoption, administration, and reporting of the budget. The City’s biennial budget for Fiscal Years 2025/26 and 2026/27 was adopted on June 17, 2025. As the fiscal year progresses, staff review General Fund budget activity at quarterly intervals to monitor financial performance, identify potential issues early, and address them proactively to avoid unexpected outcomes.

No budget amendments are proposed with this report and Finance staff expect no use of the reserve for fiscal uncertainty in FY26 due to projected savings in personnel expenses which offset the imbalance between budgeted revenue and expenses.

General Fund revenue and expenditures recorded as of March 31, 2026 are reported as Q3 Actuals. Year-end forecasted revenues and expenses are reported as Forecast and are developed using trends of revenue and expenditures, planned expenses in the remainder of the fiscal year, and economic forecasts from industry partners.

Budget adjustments have been completed administratively, per the Budget Control Policy, with net-zero impact to the total General Fund expenditure appropriations. These budget adjustments are made to align account level budgets with actuals and forecasts so that sufficient appropriation authority at the account level remains and expenditures can be recorded accurately and consistently.

As of Q3 the City’s revenues and expenditures were tracking within normal bounds of operation and are consistent with historical trends. As reported in the Midyear Budget Report, a decline in sales tax revenue, not offset with revenue increases in other categories, results in a total revenue forecast lower than the adopted budget. There have been no budget amendments to the General Fund in Q3. Total General Fund Revenue received at the end of third quarter was \$37.9 million and total General Fund expenditures were approximately \$46.3 million as illustrated in Table 1.

Table 1

	FY 2025/26 Revised Budget	FY 2025/26 Q3 Actuals	% of Budget
Total Revenue	65,860,886	37,933,517	57.6%
Total Expenditures	66,349,911	46,370,150	69.9%

The revenue forecast as depicted in Table 2 is more optimistic than that provided in the Midyear report, primarily due to more positive sales tax revenues than anticipated. Compared to the mid-year (Q2) budget report, the Q3 revenue forecast is approximately \$0.7 million higher, and the expense forecast is approximately \$0.02 million higher.

Table 2

	FY 2025/26 Revised Budget	FY 2025/26 Forecast	% of Budget	\$ Variance to Budget
Total Revenue	65,860,886	65,549,180	99.5%	311,706
Total Expenditures	66,349,911	64,631,311	97.4%	1,718,600

Table 3

	FY 2025/26 Forecast as of Q2	FY 2025/26 Forecast as of Q3	% Change	\$ Change
Total Revenue	64,883,750	65,549,180	1.03%	665,430
Total Expenditures	64,603,033	64,631,311	0.04%	28,278

The Q3 The forecasted net result between revenue and expense is \$917,869, as illustrated in Table 4.

Table 4

	Revenue	Expenditure	Net
FY 2025/26 Adopted Budget	65,859,686	65,859,686	0
FY 2025/26 Revised Budget	65,860,886	66,349,911	(489,025)
Q2 Forecast	64,883,750	64,603,033	280,717
Q3 Forecast	65,549,180	64,631,311	917,869

Revenues

Table 5 shows total General Fund revenue received as of Q3 is \$37.9 million, 58% of the revenue budget, and this percentage of revenue is consistent with prior Q3 experience. Due to timing differences among revenue streams, it is not uncommon for amounts received to be less than the proportional amount for the time of year, such as 75% at the end of the third quarter. Some revenue streams have a lag of when they are realized and deposited, such as sales tax, but the timing differences are resolved at the close of the fiscal year. Property Taxes is the city's largest revenue source in the General Fund and the 2nd apportionment is received in Q3. The Other Revenues and Franchise fees categories continue to lag from adopted budgets due to circumstances described in the midyear budget report. Licenses and Permits are also lagging; the activity related to this revenue source naturally fluctuates with economic and seasonal changes. No budget changes are recommended to this category and a full year of data under the new program oversight model is recommended to inform more accurate forecasts.

Table 6 shows the updated revenue forecast as of Q3. There are several categories where the forecast exceeds the budget, but those increases do not fully make up for the overall anticipated shortfall of \$0.3 million. The shortfall continues to be driven by lower sales tax and UUT. Consultants continue to highlight the pressures on fuel prices because of both the lower refining capacity in California as a result of Valero's idling as well as the conflict in Iran. It is possible that higher fuel prices may have a mildly positive impact on sales tax in the service station and fuel sector. However, prolonged elevated fuel prices historically have negatively impacted consumer spending and driven up the cost of services and supplies. As mentioned in the Midyear report, there was a minor reporting error during budget development and the variance between budget, actuals and forecast is not reflective of changes related to Valero's status. Valero's UUT payment for FY26 was predetermined based on the Valero-Benicia Agreement, and UUT will continue to be remitted at a known level through December 2026.

Table 5

Revenue Category	FY 2025/26 Revised Budget	FY 2025/26 Q3 Actuals	% of Budget
Property Taxes	24,091,355	12,200,670	51%
Sales Tax	20,983,164	11,855,431	56%
Utility Users Tax	7,416,336	5,331,708	72%
Charges for Services	5,805,031	4,275,616	74%
Franchise Fee	2,810,000	830,783	30%
Other Taxes	1,370,000	1,108,573	81%
Licenses & Permits	1,213,900	768,582	63%
Use of Money & Prop	1,163,600	992,159	85%
Revenue from Other	505,000	320,273	63%
Other Revenues	362,500	138,704	38%
Fines & Forfeitures	139,500	107,272	77%
Donations	500	400	80%
Other Finance Source	0	3,345	N/A
Total Revenues	65,860,886	37,933,517	58%

Table 6

Revenue Category	FY 2025/26 Revised Budget	FY 2025/26 Q3 Forecast	% of Budget	\$ Variance Over/(Under)
Property Taxes	24,091,355	24,313,308	101%	221,953
Sales Tax	20,983,164	20,454,227	97%	(528,937)
Utility Users Tax	7,416,336	7,072,712	95%	(343,624)
Charges for Services	5,805,031	6,097,227	105%	292,196
Franchise Fee	2,810,000	2,729,455	97%	(80,545)
Other Taxes	1,370,000	1,618,310	118%	248,310
Licenses & Permits	1,213,900	1,054,404	87%	(159,496)
Use of Money & Prop	1,163,600	1,314,400	113%	150,800
Other Revenues	362,500	538,200	148%	175,700
Revenue from Other	505,000	209,693	42%	(295,307)
Fines & Forfeitures	139,500	143,500	103%	4,000
Donations	500	400	80%	(100)
Other Finance Source	0	3,345	0%	3,345
Total Revenue	65,860,886	65,549,180	100%	(311,706)

Similar to other quarterly reports, this table shows the sales tax type with receipts received through March 31, 2026 in addition to the forecast for FY26.

Table 7

Sales Tax Type	Tax Rate	FY 2025/26 Revised Budget	FY 2025/26 Q3 Actuals	FY 2025/26 Forecast	Variance
<u>General Fund</u>					
Local Enacted Sales Tax					
Measure C	1.0000%	7,516,923	3,786,393	7,231,196	285,727
Measure B	0.7500%	5,637,692	3,126,709	5,313,173	324,519
Measure L	0.1250%	800,000	444,916	720,000	80,000
Subtotal	1.8750%	13,954,615	7,358,018	13,264,369	690,246
Local-Received State Sales Tax					
Local General Fund					
(Bradley-Burns)	1.0000%	6,653,549	4,222,383	6,814,858	(161,309)
Public Safety Fund	0.5000%	375,000	275,031	375,000	0
Subtotal	1.5000%	7,028,549	4,497,414	7,189,858	(161,309)
General Fund:	3.3750%	20,983,164	11,855,432	20,454,227	528,937
<u>Measure F*</u>					
Local Enacted Sales Tax					
Measure F	0.5000%	3,758,462	2,068,455	3,516,647	241,815
Total Sales Tax Received	3.8750%	24,741,626	13,923,887	23,970,874	770,752
<u>State Sales Tax</u>					
State General Fund	3.9375%				
County Realignment for Mental Health/Welfare/ Public Safety Services Countywide	1.5625%				
Transportation Fund (Bradley Burns)	0.2500%				
Subtotal	5.7500%				
Total Sales Tax Rate Charged in Benicia	9.6250%				

*Measure F is a special purpose tax and is not recorded in the General Fund. Measure F revenue is collected in a separate fund.

Expense

The General Fund's expenses are grouped in categories of personnel and operating expenses. As of Q3 personnel expenses were \$31.4 million, 75% of the total Personnel budget and is aligned with prior Q3 experience. Personnel benefits are more than 75% of budget in part due to the \$6.3 million Unfunded Accrued Liability (UAL) prepayment to CalPERS made in July. This payment is discounted if prepaid at the beginning of the year, versus being paid monthly throughout the year. The Vacancy Factor continues to be a budget reduction strategy and prevents vacancy savings from being used for operational expenses. Overtime budgets for public safety departments (Fire and Police) continue to be monitored. The budget for Reimbursable Overtime in the Fire department is not going to be fully spent, and the corresponding reimbursement revenue budget will not be fully realized, which allows the department to absorb its increase in regular overtime and stay within budget across all types of overtime. The Police Department is anticipated to exceed its overtime budget by approximately \$343,600. This increase is also absorbed by forecasted savings in sworn salary budget. The year-end forecast for personnel is approximately \$41.1 million resulting in \$1.1 million in projected savings above and beyond the Vacancy Factor amount.

Table 8

Expenditures	FY 2025/26 Revised Budget	FY 2025/26 Q3 Actuals	% of Budget
Personnel			
Salaries	27,918,808	18,966,018	68%
Benefits	15,284,307	12,479,292	82%
Vacancy Factor	(1,014,294)		
Personnel Total	42,188,821	31,445,310	75%
Operating			
Prof/Tech Services	12,427,590	6,370,685	51%
Other Financing Uses	3,289,195	2,933,798	89%
Other Expenses	2,706,603	1,753,474	65%
Supplies	2,089,478	1,275,574	61%
Utilities	1,855,130	1,388,230	75%
Cost Allocations	1,394,809	1,046,506	75%
Capital Outlays	398,285	156,573	39%
Operating Total	24,161,090	14,924,839	62%
Total Expenses	66,349,911	46,370,149	70%

Operating expenses as of Q3 totaled approximately \$14.9 million, or 63% of the budget, which is also aligned with prior experience at the Q3 point in time during the fiscal year. The Other Financing category has exceeded the 75% mark due to the timing of debt

payments and Transfers Out made throughout the year. As illustrated in the forecast in Table 9, this category is anticipated to be fully spent by year-end. Professional and Technical Services is below the 75% mark in part due to timing of receiving invoices for services rendered through Q3, though the forecast projects that 96 percent of the budget will be spent by year-end. Supplies category is expected to be 92 percent spent at year-end and includes a broad range of supplies from fuel to library materials. Fuel is expected to exceed budget, and be offset by unspent budget in other line items. Utilities are also expected to exceed budget in FY26 primarily due to higher than anticipated natural gas charges. Overall, the operating expenditure forecast is \$23.6 million, and the revised budget is \$24.2 million, which results in \$0.6 million in unspent operating budget. Combining personnel and operating the forecast is for \$1.7 million in unspent expenditure appropriations. Some of these savings may be required to be carried over to FY 2026/27 for contractual obligations that were initiated in FY 2025/26, not completed by year-end, and not budgeted for in FY 2026/27.

Table 9

Expenditures	FY 2025/26 Revised Budget	FY 2025/26 Forecast	% of Budget	\$ Variance (Over)/Under
Personnel				
Salaries	27,918,808	26,433,900	95%	1,484,908
Benefits	15,284,307	14,621,459	96%	662,848
Vacancy Factor	(1,014,294)			(1,014,294)
Personnel Total	42,188,821	41,055,359	97%	1,133,462
Operating				
Prof/Tech Services	12,416,690	11,869,805	96%	546,885
Other Financing Uses	3,289,195	3,289,195	100%	0
Other Expenses	2,713,803	2,598,735	96%	115,068
Utilities	1,852,530	2,093,042	113%	(240,512)
Supplies	2,092,878	1,927,747	92%	165,131
Cost Allocations	1,394,809	1,394,809	100%	0
Capital Outlays	401,185	402,620	100%	(1,435)
Operating Total	24,161,090	23,575,952	98%	585,138
Total Expenses	66,349,911	64,631,311	97%	1,718,600

Conclusion

Year-end projections for revenue and expense result in narrow savings and are vulnerable to changes in economic conditions. By continuing disciplined expenditure management and adherence to the personnel vacancy procedures the projections have reasonable confidence to materialize. As the city continues to balance fiscal prudence with service demand and external pressures such as Valero's uncertain future and the

impact of federal actions and policies, a continued approach to strong budget management is needed. While no budget reductions were proposed in FY26 as a result of the idling of the Valero Benicia Refinery, staff anticipate returning to council at a future date to reduce FY27 budgeted revenue and formalize a limited use of the Reserve for Fiscal Uncertainty to balance the budget.

NEXT STEPS:

Staff will continue to monitor budgeted revenue and expenses through year-end.

ALTERNATIVE ACTIONS:

Council may choose not to accept the report.

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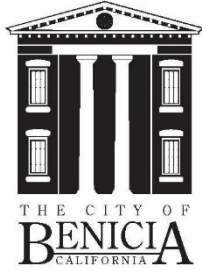
ATTACHMENT:

None.

For more information contact: Jeff Tschudi, Finance Director

Phone: (707) 746-4222

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



**AGENDA ITEM
CITY COUNCIL MEETING DATE – MAY 19, 2026
BUSINESS ITEM**

TO : City Manager

FROM : Assistant City Manager

SUBJECT : **DISCUSSION OF REGULATIONS FOR ALCOHOLIC BEVERAGE RETAIL AND TOBACCO RETAIL**

EXECUTIVE SUMMARY:

This discussion item outlines a potential approach to regulation of alcoholic beverage retail and tobacco retail to ensure consistency and support public health, safety and business priorities.

RECOMMENDATION:

Review and discuss the information provided in the report. No formal action is requested.

BUDGET INFORMATION:

There are no direct budget items associated with this discussion item or subsequent municipal code amendments. Specific fees may need to be established or modified to implement future regulations

BACKGROUND:

During consideration of amendments to update and streamline commercial regulations on August 5, 2025 the City Council directed a further amendment to the Municipal Code that would regulate alcohol retailers (liquor stores and convenience stores) with respect to public safety considerations of overconcentration and school proximity. The Council also directed updates to noise regulations for evenings of special events and smoking regulations for certain adult uses, which are not the subject of this agenda item but will be addressed moving forward.

Following the direction received, staff subsequently completed a review of the legal framework for alcohol regulation. Recently, some matters have come up related to tobacco retail licenses that have highlighted the close linkage between the two types of retailers. In practice, it is common for retail establishments selling alcoholic beverages to also sell tobacco products to some extent. Alignment of regulations that address both business types can help to ensure that the City presents a cohesive and predictable regulation framework for new businesses seeking to locate in the community.

Accordingly, this discussion item is presented to obtain the consensus and direction of the Council on the approach to forthcoming code amendments.

Existing Regulations

The Zoning Ordinance addresses alcoholic beverage sales through land use regulations. The uses that are typically associated with alcoholic beverage sales for off-site consumption are liquor stores and convenience stores, both classified in Benicia Municipal Code (BMC) Chapter 17.16.¹ These types of businesses may be allowed only with use permit (public hearing and action by Planning Commission) as follows:

- Alcoholic Beverage Sales – Off-Premises: General Commercial, Mixed Use-Infill, Town Core, Town Core-Open
- Convenience Market: Community Commercial, General Commercial, Waterfront Commercial (Cannot be located within 500 feet of a site occupied by a public or private school, park or recreational facility; except that a convenience market can be located within 500 feet of a park or recreational facility if it is part of an existing food and beverage sales establishment)

Tobacco retail is addressed through a specific set of regulations contained in BMC Chapter 5.54 (Tobacco Retailers). These are comprehensive regulations that address all aspects of tobacco retail. The ordinance applies to any establishment that sells any tobacco, tobacco products or accessories.²

A tobacco license is required for tobacco retail activities in Benicia and can only be issued in compliance with certain criteria. With respect to proximity and concentration, the following apply per section 5.54.050:

¹ See BMC 17.16.050.M:

1. Alcoholic Beverage Sales – Off-Premises. The retail sale of beer, wine, and/or spirits in sealed containers for off-premises 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. 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 sizable assortment of fresh fruits and vegetables, and fresh cut meat.

² See BMC 5.54.010:

X. "Tobacco retailer" means any person who sells, offers for sale, or does or offers to exchange for any form of consideration, tobacco, tobacco products, or tobacco accessories, except those subject to Chapter 9.60 BMC. "Tobacco retailing" shall mean the doing of any of these things. This definition is without regard to the quantity of tobacco products or tobacco accessories sold, offered for sale, exchanged, or offered for exchange.

- Concentration (Proximity to other Tobacco Retailers): No license will be issued for tobacco retail within 600 feet of an existing tobacco retailer, measured in a straight line from property line to property line.
- Youth-Sensitive Areas: No license will be issued for tobacco retail within 1,000 feet of a youth-populated area, measured in a straight line from property line to property line. “Youth-sensitive area” is broadly defined to include daycares, preschools, all schools, and public and private recreation areas including parks, arcades, youth centers and recreation facilities.³
- Proximity to Cannabis Retail: No license will be issued for tobacco retail within 600 feet of a cannabis retailer, measured in a straight line from property line to property line.

The Tobacco Retail Ordinance has been challenging to enforce due to the broad scope of the ordinance and loss of dedicated staffing. While the ordinance was adopted pursuant to a grant that would support its implementation, that employee and the associated funding are no longer with the City. Ordinance requirements such as licensing for established retailers, nonrenewal of licenses for pharmacies that also retail tobacco products, and prescriptive pricing and product standards are not feasible to administer with the current resources.

Recommendations and Topics for Direction

The City Council’s direction in August 2025 was focused on regulations that avoid overconcentration and sensitive uses, while remaining supportive of business attraction and growth. Alignment of alcohol and tobacco retail regulations can ensure that the Council’s intentions are realized. The following key topics and recommendations are provided for further consideration and discussion.

Scope:

- Focus upcoming alcohol retail regulations on Alcoholic Beverage Sales – Off Premise and Convenience Market, as both terms are defined in BMC Chapter 17.16

³ See BMC 5.54.010:

Y. “Youth-populated area” means a parcel within the city that is occupied by:

1. A private or public kindergarten, elementary, middle, junior high, or high school;
2. A library open to the public;
3. A playground open to the public;
4. A youth center, as defined in California Health and Safety Code Section [11353.1](#), as that section may be amended from time to time;
5. A recreation facility open to the public, defined as an area, place, structure, or other facility that is used either permanently or temporarily for community recreation, even though it may be used for other purposes. “Recreation facility” includes, but is not limited to, a gymnasium, playing court, playing field, and swimming pool;
6. An arcade open to the public;
7. A park open to the public or to all the residents of a private community;
8. A licensed child care facility or preschool other than a small family day care facility as defined in California Health and Safety Code Section [1596.78](#). (Ord. 19-12 § 2).

- Refine scope of Tobacco Retailer ordinance to apply to businesses that sell tobacco as a primary business activity or in association with Alcoholic Beverage Sales – Off Premise or Convenience Market.

Concentration and Proximity:

- Establish a single consistent distance standard for concentration and proximity to specific uses (i.e., youth-sensitive areas and cannabis retail). For context, one block length is approximately 300 feet in the north-south direction (e.g., along First Street) and 600 feet in the east-west direction (e.g., between First and East Second Streets).
- Refine definition of youth-serving facilities to focus on those where large populations of vulnerable youth are concentrated (e.g., middle schools and high schools). Move away from including establishments that serve young children (e.g., daycares) and commercial recreation businesses.

Administration – Alcohol Retail:

- Establish new regulation in Title 5 for “Determination of Public Convenience or Necessity” to provide a framework for public safety evaluation of potential impacts resulting from undue concentration, impact to sensitive surrounding land uses, and history or potential for crime-related problems.
- Utilize Determination of Public Convenience or Necessity as a factor for consideration of use permits.
- Establish standard conditions of operation that address property maintenance and crime prevention.

Administration – Tobacco Retail:

- Amend Chapter 5.54 to ensure the ordinance can be effectively administered with respect to applicability, requirements, renewal and compliance monitoring.

NEXT STEPS:

Following the Council’s discussion, staff will conduct additional research and prepare amendments to the municipal code for consideration in late Fall or Winter 2026/2027.

ALTERNATIVE ACTIONS:

None.

CEQA Analysis	This action is categorically exempt pursuant to CEQA Guidelines Section 15060(c)(2) and (3) as the discussion item presented is not a “project” per CEQA Guidelines Section 15378.
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ATTACHMENT:

1. Excerpt from BMC: Tobacco Retail Regulations (BMC Chapter 5.54)

For more information contact: Suzanne Thorsen, Assistant City Manager
 Phone: 707-746-4280
 E-mail: sthorsen@ci.benicia.ca.us

**Chapter 5.54
TOBACCO RETAILERS**

Sections:

[5.54.010 Definitions.](#)

[5.54.020 General requirements and prohibitions.](#)

[5.54.030 Sale of flavored tobacco products, electronic smoking devices, and fluid prohibited.](#)

[5.54.040 Tobacco product pricing and packaging.](#)

[5.54.050 Limits on eligibility for a tobacco retailer license.](#)

[5.54.060 Application procedure.](#)

[5.54.070 Issuance of license.](#)

[5.54.080 License renewal and expiration.](#)

[5.54.090 Licenses nontransferable.](#)

[5.54.100 License conveys a limited, conditional privilege.](#)

[5.54.110 Fee for license.](#)

[5.54.120 Compliance monitoring.](#)

[5.54.130 Suspension or revocation of license.](#)

[5.54.140 Tobacco retailing without a valid license.](#)

[5.54.150 Additional remedies.](#)

[5.54.160 Other laws.](#)

5.54.010 Definitions.

The following words and phrases, whenever used in this chapter, shall have the meanings defined in this section unless the context clearly requires otherwise:

A. "Arm's length transaction" means a sale in good faith and for valuable consideration that reflects the fair market value between two informed and willing parties, neither of which is under any compulsion to participate in

the transaction. A sale between relatives, related companies or partners, or a sale for which a significant purpose is avoiding the effect of the violations of this Chapter [5.54](#) BMC is not an arm's length transaction.

B. "Cannabis" has the meaning set forth in California Business and Professions Code Section 26001(f), as that section may be amended from time to time.

C. "Cannabis product" has the meaning set forth in California Health and Safety Code Section 11018.1, as that section may be amended from time to time.

D. "Cigar" means any roll of tobacco other than a cigarette wrapped entirely or in part in tobacco or any substance containing tobacco and weighing more than three pounds per thousand.

E. "Cigarette" means: (1) any roll of tobacco wrapped in paper or in any substance not containing tobacco; and (2) any roll of tobacco wrapped in any substance containing tobacco which, because of its appearance, the type of tobacco used in the filler, or its packaging and labeling, is likely to be offered to, or purchased by, consumers as a cigarette described herein.

F. "Characterizing flavor" means a taste or aroma, other than the taste or aroma of tobacco, imparted either prior to or during consumption of a tobacco product or any byproduct produced by the tobacco product, including, but not limited to, tastes or aromas relating to menthol, mint, wintergreen, fruit, chocolate, vanilla, honey, candy, cocoa, dessert, alcoholic beverage, herb, or spice; provided, however, that a tobacco product shall not be determined to have a characterizing flavor solely because of the use of additives or flavorings or the provision of ingredient information.

G. "Commercial cannabis activity" has the meaning set forth in California Business and Professions Code Section 26001(f), as that section may be amended from time to time.

H. "Consumer" means a person who purchases a tobacco product for consumption and not for sale to another.

I. "Coupon" means any voucher, rebate, card, paper, note, form, statement, ticket, image, or other issue, whether in paper, digital, or other form, used for commercial purposes to obtain an article, product, service, or accommodation without charge or at a discounted price.

J. "Department" means Benicia police department and any agency or person designated by the department to enforce or administer the provisions of this chapter.

K. "Drug paraphernalia" has the meaning set forth in California Health and Safety Code Section 11014.5, as that section may be amended from time to time.

L. "Flavored tobacco product" means any tobacco product that imparts a characterizing flavor.

M. "Full retail price" means the price listed for a tobacco product on its packaging or on any related shelving, advertising, or display where the tobacco product is sold or offered for sale, plus all applicable taxes and fees if such taxes and fees are not included in the listed price.

N. "Labeling" means written, printed, or graphic matter upon any tobacco product or any of its packaging, or accompanying such tobacco product.

O. "Little cigar" means any roll of tobacco other than a cigarette wrapped entirely or in part in tobacco or any substance containing tobacco and weighing no more than three pounds per thousand. "Little cigar" includes, but is not limited to, tobacco products known or labeled as small cigar, little cigar, or cigarillo.

P. "Manufacturer" means any person, including any repacker or relabeler, who manufactures, fabricates, assembles, processes, or labels a tobacco product; or imports a finished tobacco product for sale or distribution into the United States.

Q. "Package" or "packaging" means a pack, box, carton, or container of any kind or, if no other container, any wrapping (including cellophane) in which a tobacco product is sold or offered for sale to a consumer.

R. "Person" means any natural person, partnership, cooperative association, corporation, personal representative, receiver, trustee, assignee, or any other legal entity.

S. "Proprietor" means a person with an ownership or managerial interest in a business. An ownership interest shall be deemed to exist when a person has a 10 percent or greater interest in the stock, assets, or income of a business other than the sole interest of security for debt. A managerial interest shall be deemed to exist when a person can or does have or share ultimate control over the day-to-day operations of a business.

T. "Sale" or "sell" means any transfer, exchange, barter, gift, offer for sale, or distribution for a commercial purpose, in any manner or by any means whatsoever.

U. "Self-service display" means the open display or storage of tobacco products or tobacco accessories in a manner that is physically accessible in any way to the general public without the assistance of the retailer or employee of the retailer and a direct person-to-person transfer between the purchaser and the retailer or employee of the retailer. A vending machine is a form of self-service display.

V. "Tobacco accessories" means any item designed or marketed for the consumption, use, or preparation of tobacco products.

W. "Tobacco product" means:

1. Any product containing, made, or derived from tobacco or nicotine that is intended for human consumption, whether smoked, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested

by any other means, including, but not limited to cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco, snuff; and

2. Any electronic device that delivers nicotine or other substances to the person inhaling from the device, including, but not limited to, an electronic cigarette, electronic cigar, electronic pipe, or electronic hookah.

3. Notwithstanding any provision of subsections (W)(1) and (2) of this section to the contrary, "tobacco product" includes any component, part, or accessory intended or reasonably expected to be used with a tobacco product, whether or not sold separately. "Tobacco product" does not include a product that has been approved by the United States Food and Drug Administration for sale as a tobacco cessation product or for other therapeutic purposes where the product is marketed and sold solely for such an approved purpose.

X. "Tobacco retailer" means any person who sells, offers for sale, or does or offers to exchange for any form of consideration, tobacco, tobacco products, or tobacco accessories, except those subject to Chapter 9.60 BMC. "Tobacco retailing" shall mean the doing of any of these things. This definition is without regard to the quantity of tobacco products or tobacco accessories sold, offered for sale, exchanged, or offered for exchange.

Y. "Youth-populated area" means a parcel within the city that is occupied by:

1. A private or public kindergarten, elementary, middle, junior high, or high school;
2. A library open to the public;
3. A playground open to the public;
4. A youth center, as defined in California Health and Safety Code Section 11353.1, as that section may be amended from time to time;
5. A recreation facility open to the public, defined as an area, place, structure, or other facility that is used either permanently or temporarily for community recreation, even though it may be used for other purposes. "Recreation facility" includes, but is not limited to, a gymnasium, playing court, playing field, and swimming pool;
6. An arcade open to the public;
7. A park open to the public or to all the residents of a private community;
8. A licensed child care facility or preschool other than a small family day care facility as defined in California Health and Safety Code Section 1596.78. (Ord. 19-12 § 2).

5.54.020 General requirements and prohibitions.

A. Tobacco Retailer's License Required. It shall be unlawful for any person to act as a tobacco retailer in the city without first obtaining and maintaining a valid tobacco retailer's license pursuant to this chapter for each location at which tobacco retailing is to occur. Tobacco retailing without a valid tobacco retailer's license is a nuisance as a matter of law.

B. Lawful Business Operation. In the course of tobacco retailing or in the operation of the business or maintenance of the location for which a license issued, it shall be a violation of this chapter for a licensee, or any of the licensee's agents or employees, to violate any local, state, or federal law applicable to tobacco products, tobacco accessories, or tobacco retailing.

C. Display of License. Each tobacco retailer license shall be prominently displayed in a publicly visible location at the licensed location.

D. Positive Identification Required. No person engaged in tobacco retailing shall sell a tobacco product or tobacco accessories to another person who is under the age of 27 years without first examining the identification of the recipient to confirm that the recipient is at least the minimum age for sale of tobacco products as established by state law.

E. Self-Service Displays Prohibited. Tobacco retailing by means of a self-service display is prohibited.

F. On-Site Sales. All sales of tobacco products and tobacco accessories to consumers shall be conducted in person at the licensed location. It shall be a violation of this chapter for any tobacco retailer or any of the tobacco retailer's agents or employees to deliver tobacco products or tobacco accessories or to knowingly or recklessly sell tobacco products or tobacco accessories to any person that intends to deliver the tobacco product or tobacco accessories to a consumer in the city. For purposes of this subsection, "deliver" means the commercial transfer of tobacco products or tobacco accessories to a consumer at a location not licensed pursuant to this chapter.

G. False and Misleading Advertising Prohibited. A tobacco retailer without a valid tobacco retailer license or a proprietor without a valid tobacco retailer license, including, for example, a person whose license has been suspended or revoked:

1. Shall keep all tobacco products and tobacco accessories out of public view. The public display of tobacco products or tobacco accessories in violation of this provision shall constitute tobacco retailing without a license under [BMC 5.54.140](#); and
2. Shall not display any advertisement relating to tobacco products or tobacco accessories that promotes the sale or distribution of such products from the tobacco retailer's location or that could lead a reasonable consumer to believe that such products can be obtained at that location.

H. Drug Paraphernalia. In the course of tobacco retailing or in the operation of the business or maintenance of the location for which a license issued, it shall be a violation of this chapter for a licensee or any of the licensee's agents or employees to violate any local, state, or federal law regulating controlled substances or drug paraphernalia, such as, for example, California Health and Safety Code Section 11364.7, as that section may be amended from time to time.

I. Minimum Employee Age. Individuals employed by a person licensed under this chapter must be at least 18 years of age to sell tobacco, tobacco-related devices, electronic delivery devices, or other nicotine delivery products. (Ord. 19-12 § 2).

5.54.030 Sale of flavored tobacco products, electronic smoking devices, and fluid prohibited.¹

A. It shall be a violation of this chapter for any tobacco retailer or any of the tobacco retailer's agents or employees to sell or offer for sale, or to possess with intent to sell or offer for sale, any flavored tobacco product.

1. There shall be a rebuttable presumption that a tobacco retailer in possession of four or more flavored tobacco products, including, but not limited to, individual flavored tobacco products, packages of flavored tobacco products, or any combination thereof, possesses such flavored tobacco products with intent to sell or offer for sale.
2. There shall be a rebuttable presumption that a tobacco product is a flavored tobacco product if a tobacco retailer, manufacturer, or any employee or agent of a tobacco retailer or manufacturer has:
 - a. Made a public statement or claim that the tobacco product imparts a characterizing flavor;
 - b. Used text and/or images on the tobacco product's labeling or packaging to explicitly or implicitly indicate that the tobacco product imparts a characterizing flavor; or
 - c. Taken action directed to consumers that would be reasonably expected to cause consumers to believe the tobacco product imparts a characterizing flavor.

B. The sale, offer for sale, exchange, or offer to exchange of any electronic smoking device is prohibited where the electronic smoking device:

1. Is a new tobacco product;
2. Requires a premarket review under 21 U.S.C. 387j, as may be amended from time to time; and
3. Does not have a premarket review order under 21 U.S.C. 387j(c)(1)(A)(i), as may be amended from time to time.

C. The sale, offer for sale, exchange, or offer to exchange of any electronic smoking device fluid is prohibited. (Ord. 19-12 § 2).

5.54.040 Tobacco product pricing and packaging.

A. Packaging and Labeling. No tobacco retailer shall sell any tobacco product to any consumer unless such product: (1) is sold in the original manufacturer's packaging intended for sale to consumers; and (2) conforms to all applicable federal labeling requirements.

B. Display of Price. The price of each tobacco product offered for sale shall be clearly and conspicuously displayed to indicate the price of the product.

C. Prohibition of Tobacco Coupons and Discounts. No tobacco retailer shall:

1. Honor or redeem, or offer to honor or redeem, a coupon to allow a consumer to purchase a tobacco product for less than the full retail price;
2. Sell any tobacco product to a consumer through a multiple-package discount or otherwise provide any such product to a consumer for less than the full retail price in consideration for the purchase of any tobacco product or any other item; or
3. Provide any free or discounted item to a consumer in consideration for the purchase of any tobacco product.

D. Minimum Package Size for Little Cigars and Cigars. No tobacco retailer shall sell to a consumer:

1. Any little cigar unless it is sold in a package of at least 10 little cigars; or
2. Any cigar unless it is sold in a package of at least at least six cigars; provided, however, that this subsection shall not apply to a cigar that has a price of at least \$5.00 per cigar, including all applicable taxes and fees.

E. Minimum Prices for Cigarettes, Little Cigars, and Cigars. No tobacco retailer shall sell to a consumer:

1. Cigarettes at a price that is less than \$7.00 per package of 20 cigarettes, including all applicable taxes and fees;
2. Little cigars at a price that is less than \$7.00 per package of little cigars, including all applicable taxes and fees; or
3. Cigars at a price that is less \$5.00 per cigar, including all applicable taxes and fees.
4. The minimum prices established in this section shall be adjusted annually (percent change in the annual

average, not seasonally adjusted) by the department in proportion with the Consumer Price Index: all urban consumers for all items for the San Francisco-Oakland-Hayward statistical area as reported by the United States Bureau of Labor Statistics or any successor to that index. (Ord. 19-12 § 2).

5.54.050 Limits on eligibility for a tobacco retailer license.

- A. Mobile Vending. No license may issue to authorize tobacco retailing at other than a fixed location, including, but not limited to, tobacco retailing by persons on foot or from vehicles.
- B. Licensed Cannabis Businesses. No license may issue, and no existing license may be renewed, to authorize tobacco retailing at a location licensed for commercial cannabis activity by the state of California in accordance with the Business and Professions Code Division 10, and the city in accordance with Chapter 17.84 BMC. In the course of tobacco retailing or in the operation of the business or maintenance of the location for which a license issued, it shall be a violation of this chapter for a licensee, or any of the licensee's agents or employees, to engage in commercial cannabis activity.
- C. Pharmacies. No license may issue, and no existing license may be renewed, to authorize tobacco retailing in a pharmacy. For the purposes of this subsection, "pharmacy" means any retail establishment in which the profession of pharmacy is practiced by a pharmacist licensed by the state of California in accordance with the Business and Professions Code and where prescription pharmaceuticals are offered for sale, regardless of whether the retail establishment sells other retail goods in addition to prescription pharmaceuticals.
- D. Proximity to Youth-Sensitive Areas. No new license may issue to authorize tobacco retailing within 1,000 feet of a youth-populated area as measured by a straight line from the nearest point of the property line of the parcel on which the youth-populated area is located to the nearest point of the property line of the parcel on which the applicant's business is located.
- E. Proximity to Other Tobacco Retailers. No new license may issue to authorize tobacco retailing within 600 feet of a tobacco retailer location already licensed pursuant to this chapter as measured by a straight line from the nearest point of the property line of the parcel on which the applicant's business is located to the nearest point of the property line of the parcel on which an existing licensee's business is located.
- F. Proximity to Cannabis Retailers. No new license may issue to authorize tobacco retailing within 600 feet of a cannabis retailer as measured by a straight line from the nearest point of the property line of the parcel on which the applicant's business is located to the nearest point of the property line of the parcel on which an existing cannabis retailer is located. For the purposes of this subsection, "cannabis retailer" means any retail establishment permitted by the city pursuant to Chapter 17.84 BMC.
- G. Population and Density. The issuing of tobacco retailer licenses is limited as follows:

1. The total number of tobacco retailer licenses within the city shall be limited to one for each 1,750, or

fraction thereof, inhabitants of the city of Benicia.

2. For the purposes of this subsection, the total population of the city shall be determined by the most current published total available from the U.S. Census Bureau or the California State Department of Finance, whichever has been more recently updated, as of the date the license application is filed.

3. No new license may be issued to authorize tobacco retailing if the number of tobacco retailer licenses already issued equals or exceeds the total number authorized pursuant to subsection (G)(1) of this section.

H. Notwithstanding subsections (D) through (F) of this section, a tobacco retailer operating lawfully on the date the ordinance codified in this chapter is adopted that would otherwise be eligible for a tobacco retailer license for the location for which a license is sought may receive or renew a license for that location so long as all of the following conditions are met:

1. The license is timely obtained and is renewed without lapse or permanent revocation (as opposed to temporary suspension);

2. The tobacco retailer is not closed for business or otherwise suspends tobacco retailing for more than 60 consecutive days;

3. The tobacco retailer does not substantially change the business premises or business operation. A substantial change to the business operation includes, but is not limited to, the transferring of a location:

a. To a new proprietor(s) in an arm's length transaction; or

b. For which a significant purpose is avoiding the effect of violations of this chapter; and

4. The tobacco retailer retains the right to operate under all other applicable laws.

5. If the city of Benicia determines that a tobacco retailer has substantially changed their business premises or operation and the tobacco retailer disputes this determination, the tobacco retailer bears the burden of proving by a preponderance of evidence that such change(s) do not constitute a substantial change. (Ord. 19-12 § 2).

5.54.060 Application procedure.

A. Application for a tobacco retailer's license shall be submitted in the name of each proprietor proposing to conduct retail tobacco sales and shall be signed by each proprietor or an authorized agent thereof.

It is the responsibility of each proprietor to be informed regarding all laws applicable to tobacco retailing, including those laws affecting the issuance of a tobacco retailer's license. No proprietor may rely on the issuance of a license as a determination by the city that the proprietor has complied with all laws applicable to

tobacco retailing. A license issued contrary to this chapter, contrary to any other law, or on the basis of false or misleading information supplied by a proprietor shall be revoked pursuant to BMC [5.54.130\(C\)](#). Nothing in this chapter shall be construed to vest in any person obtaining and maintaining a tobacco retailer's license any status or right to act as a tobacco retailer in contravention of any provision of law.

All applications shall be submitted on a form supplied by the department and shall contain the following information:

1. The name, address, and telephone number of each proprietor of the business seeking a license.
2. The business name, address, and telephone number of the single fixed location for which a license is sought.
3. A single name and mailing address authorized by each proprietor to receive all communications and notices (the "authorized address") required by, authorized by, or convenient to the enforcement of this chapter. If an authorized address is not supplied, each proprietor shall be understood to consent to the provision of notice at the business address specified in subsection (A)(2) of this section.
4. Proof that the location for which a tobacco retailer's license is sought has been issued a valid state license for the sale of tobacco products, if the tobacco retailer sells products that require such license.
5. Whether or not any proprietor or any agent of the proprietor has admitted violating, or has been found to have violated, this chapter and, if so, the dates and locations of all such violations within the previous five years.
6. Such other information as the department deems necessary for the administration or enforcement of this chapter as specified on the application form required by this section.
7. A statement signed by each proprietor that no drug paraphernalia is or will be sold at the location for which the license is sought.

B. A licensed tobacco retailer shall inform the department in writing of any change in the information submitted on an application for a tobacco retailer's license within 10 business days.

C. All information specified in an application pursuant to this section shall be subject to disclosure under the Chapter 4.12 BMC relating to public information, the California Public Records Act (California Government Code Section 6250 et seq.), and/or any other applicable law. (Ord. 19-12 § 2).

5.54.070 Issuance of license.

Upon the receipt of a complete application for a tobacco retailer's license and the license fee required by this chapter, the department shall issue a license unless substantial evidence demonstrates that one or more of the

following bases for denial exists:

- A. The information presented in the application is inaccurate or false. Intentionally supplying inaccurate or false information shall be a violation of this chapter;
- B. The application seeks authorization for tobacco retailing at a location for which this chapter prohibits a license to be issued;
- C. The application seeks authorization for tobacco retailing for a proprietor to whom this chapter prohibits a license to be issued; and/or
- D. The application seeks authorization for tobacco retailing that is prohibited pursuant to other provisions of this code, and/or that is unlawful pursuant to any other state or federal law. (Ord. 19-12 § 2).

5.54.080 License renewal and expiration.

A. Renewal of License. A tobacco retailer's license is invalid if the appropriate fee has not been timely paid in full or if the term of the license has expired. The term of a tobacco retailer license is one year. Each tobacco retailer shall apply for the renewal of their tobacco retailer's license and submit the license fee no later than 30 days prior to expiration of the term.

B. Expiration of License. A tobacco retailer's license that is not timely renewed shall expire at the end of its term. To renew a license not timely renewed pursuant to subsection (A) of this section, the proprietor must:

1. Submit the license fee and application renewal form; and
2. Submit a signed affidavit affirming that the proprietor:
 - a. Has not sold and will not sell any tobacco product or tobacco accessories after the license expiration date and before the license is renewed; or
 - b. Has waited the period of time required by BMC [5.54.140\(A\)](#) for tobacco retailing without a valid license before seeking renewal of the license. (Ord. 19-12 § 2).

5.54.090 Licenses nontransferable.

A. A tobacco retailer's license may not be transferred from one person to another or from one location to another. A new tobacco retailer's license is required whenever a tobacco retailing location has a change in proprietor(s).

B. Notwithstanding any other provision of this chapter, prior violations at a location shall continue to be counted against a location and license ineligibility periods shall continue to apply to a location unless:

1. The location has been transferred to new proprietor(s) in an arm's length transaction; and
2. The new proprietor(s) provide the city with clear and convincing evidence that the new proprietor(s) have acquired or are acquiring the location in an arm's length transaction. (Ord. 19-12 § 2).

5.54.100 License conveys a limited, conditional privilege.

Nothing in this chapter shall be construed to grant any person obtaining and maintaining a tobacco retailer's license any status or right other than the limited, conditional privilege to act as a tobacco retailer at the location in the city identified on the face of the permit. Nothing in this chapter shall be construed to render inapplicable, supersede, or apply in lieu of, any other provision of applicable law, including, but not limited to:

A. Any provision of this code (e.g., zoning ordinance, building codes, and business license tax ordinance); and/or

B. Any condition or limitation on smoking in an enclosed place of employment pursuant to California Labor Code Section 6404.5. Obtaining a tobacco retailer's license does not make the retailer a "retail or wholesale tobacco shop" for the purposes of California Labor Code Section 6404.5. (Ord. 19-12 § 2).

5.54.110 Fee for license.

The fee to issue or to renew a tobacco retailer's license shall be established from time to time by resolution of the city. The fee shall be calculated so as to recover the cost of administration and enforcement of this chapter including, for example, issuing a license, administering the license program, retailer education, retailer inspection and compliance checks, documentation of violations, and prosecution of violators, but shall not exceed the cost of the regulatory program authorized by this chapter. All fees and interest upon proceeds of fees shall be used exclusively to fund the program. Fees are nonrefundable except as may be required by law. (Ord. 19-12 § 2).

5.54.120 Compliance monitoring.

A. Compliance with this chapter shall be monitored by the department. In addition, any peace officer may enforce the penal provisions of this chapter. The city may designate additional persons to monitor compliance with this chapter.

B. The department shall inspect each tobacco retailer at least two times per 12-month period. Nothing in this subsection shall create a right of action in any licensee or other person against the city or its agents.

C. The city does not intend and nothing in this chapter shall be interpreted to penalize the purchase, use, possession, or attempted purchase, use, or possession of tobacco products or tobacco accessories by persons under 21 years of age; provided, however, that persons under 21 years of age remain subject to generally applicable laws regulating such conduct without respect to the person's age. (Ord. 19-12 § 2).

5.54.130 Suspension or revocation of license.

A. Suspension or Revocation of License for Violation. In addition to any other penalty authorized by law, a tobacco retailer's license shall be suspended or revoked if any court of competent jurisdiction determines, or the department finds based on a preponderance of the evidence, after the licensee is afforded notice and an opportunity to be heard, that the licensee, or any of the licensee's agents or employees, has violated any of the requirements, conditions, or prohibitions of this chapter or has pleaded guilty, "no contest" or its equivalent, or admitted to a violation of any law designated in BMC [5.54.020](#).

1. Upon a finding by the department of a first violation of this chapter at a location within any five-year period, the license shall be suspended for five days.
2. Upon a finding by the department of a second violation of this chapter at a location within any five-year period, the license shall be suspended for 10 days.
3. Upon a finding by the department of a third violation of this chapter at a location within any five-year period, the license shall be suspended for one year.
4. Upon a finding by the department of four or more violations of this chapter at a location within any five-year period, the license shall be revoked.

B. Appeal of Suspension or Revocation. A decision of the department to suspend or revoke a license is appealable to the city manager and any appeal must be filed in writing with the city clerk within 10 days of mailing of the department's decision. If such an appeal is timely made, it shall stay enforcement of the appealed action. An appeal to the city manager is not available for a revocation made pursuant to subsection (C) of this section.

C. Revocation of License Wrongly Issued. A tobacco retailer's license shall be revoked if the department finds, after the licensee is afforded notice and an opportunity to be heard, that one or more of the bases for denial of a license under BMC [5.54.070](#) existed at the time application was made or at any time before the license issued. The decision by the department shall be the final decision of the city. Such a revocation shall be without prejudice to the filing of a new license application. (Ord. 19-12 § 2).

5.54.140 Tobacco retailing without a valid license.

A. In addition to any other penalty authorized by law, if a court of competent jurisdiction determines, or the department finds based on a preponderance of evidence, after notice and an opportunity to be heard, that any person has engaged in tobacco retailing at a location without a valid tobacco retailer's license, either directly or through the person's agents or employees, the person shall be ineligible to apply for, or to be issued, a tobacco retailer's license as follows:

1. After a first violation of this section at a location within any five-year period, no new license may issue for the person or the location (unless ownership of the business at the location has been transferred in an

arm's length transaction), until 30 days have passed from the date of the violation.

2. After a second violation of this section at a location within any five-year period, no new license may issue for the person or the location (unless ownership of the business at the location has been transferred in an arm's length transaction), until 90 days have passed from the date of the violation.

3. After a third or subsequent violation of this section at a location within any five-year period, no new license may issue for the person or the location (unless ownership of the business at the location has been transferred in an arm's length transaction), until five years have passed from the date of the violation.

B. Tobacco products and tobacco accessories offered for sale or exchange in violation of this section are subject to seizure by the department or any peace officer and shall be forfeited after the licensee and any other owner of the tobacco products and tobacco accessories seized is given reasonable notice and an opportunity to demonstrate that the tobacco products and tobacco accessories were not offered for sale or exchange in violation of this chapter. The decision by the department may be appealed pursuant to the procedures set forth in BMC [5.54.130\(B\)](#). Forfeited tobacco products and tobacco accessories shall be destroyed after all internal appeals have been exhausted and the time in which to seek judicial review pursuant to California Code of Civil Procedure Section 1094.6 or other applicable law has expired without the filing of a lawsuit or, if such a suit is filed, after judgment in that suit becomes final.

C. For the purposes of the civil remedies provided in this chapter:

1. Each day on which a tobacco product or tobacco accessories is offered for sale in violation of this chapter shall constitute a separate violation of this chapter; and

2. Each individual retail tobacco product, and each individual retail item of tobacco accessories, that is distributed, sold, or offered for sale in violation of this chapter shall constitute a separate violation of this chapter. (Ord. 19-12 § 2).

5.54.150 Additional remedies.

A. The remedies provided by this chapter are cumulative and in addition to any other remedies available at law or in equity.

B. Whenever evidence of a violation of this chapter is obtained in any part through the participation of a person under the age of 21 years old, such a person shall not be required to appear or give testimony in any civil or administrative process brought to enforce this chapter and the alleged violation shall be adjudicated based upon the sufficiency and persuasiveness of the evidence presented.

C. Violations of this chapter are subject to a civil action brought by the city, punishable by a civil fine not less than \$250.00 and not exceeding \$1,000 per violation.

D. Violations of this chapter may, in the discretion of the city attorney, be prosecuted as infractions or misdemeanors when the interests of justice so require.

E. Causing, permitting, aiding, abetting, or concealing a violation of any provision of this chapter shall also constitute a violation of this chapter.

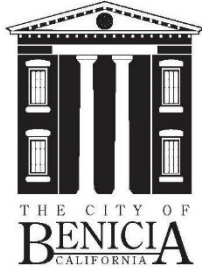
F. Violations of this chapter are hereby declared to be public nuisances.

G. In addition to other remedies provided by this chapter or by other law, any violation of this chapter may be remedied by a civil action brought by the city including, for example, administrative or judicial nuisance abatement proceedings, civil code enforcement proceedings, and suits for injunctive relief. (Ord. 19-12 § 2).

5.54.160 Other laws.

This chapter does not intend and shall not be interpreted to regulate any conduct where the regulation of such conduct has been preempted by the United States or the state of California. (Ord. 19-12 § 2).

¹ Code revisor's note: Ord. 19-12 § 4 provides that Section [5.54.030](#) will take effect six months after its December 3, 2019 enactment.



**AGENDA ITEM
CITY COUNCIL MEETING DATE – MAY 19, 2026
BUSINESS ITEM**

TO : City Manager

FROM : Public Works Director

SUBJECT : **APPROVAL OF TASK ORDER NO. 2 WITH CONSOR NORTH AMERICA, INC., FOR CONSTRUCTION MANAGEMENT SERVICES FOR THE 2026 CITYWIDE PAVEMENT REHABILITATION PROJECT**

EXECUTIVE SUMMARY:

The City has a Master Professional Engineering Services Agreement (Agreement) with Consor North America, Inc. (Conсор) for on-call construction management and inspection services for engineering projects. Staff recommends approving Task Order Number 2 for construction management services associated with the 2026 Citywide Pavement Rehabilitation Project (Project).

RECOMMENDATION:

Move to adopt a resolution (Attachment 1) approving Task Order No. 2 (Attachment 2) to the Master Professional Construction Management and Inspection Services Agreement with Consor in the amount of \$325,656.72 for the Construction Management Services for the Project; and authorizing the City Manager or Finance Director to execute the task order on behalf of the City.

BUDGET INFORMATION:

The construction management portion of this project is budgeted in both FY 2025-26 and FY 2026-27 in the Road Maintenance and Rehabilitation Account (RMRA) Fund 3118090-7404 Project 811001, and sufficient funds are available in both fiscal years.

BACKGROUND:

On May 1, 2026, the Benicia City Council approved an amendment to the Master Professional Engineering Services Agreement (Attachment 3) for on-call construction management services. The amendment set the payment limit at \$600,000.

Task Orders providing for more than \$200,000 compensation for one project shall be presented to the City Council for consideration. As such, Task Order No. 2 with Consor, in the amount of \$325,656.72, for construction management services associated with the Project requires City Council's approval.

The current remaining balance of the Master Professional Engineering Services Agreement for on-call construction management services with Consor stands at approximately \$215,000.

The City does not have sufficient staff capacity to perform the task order services and requires outside professional construction management services. Consor has the expertise and resources to perform these needed services.

The award of the construction contract for the Project is tentatively scheduled for Council approval on June 16, 2026.

NEXT STEPS:

If approved Task Order No. 2 will be executed, and construction management services will commence.

ALTERNATIVE ACTIONS:

If Council does not approve Task Order No. 2 with Consor, then construction management services will not commence.

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

1. Resolution – Approval of Task Order No. 2 with Consor for Construction Management Services for the 2026 Citywide Pavement Rehabilitation Project
2. Task Order No. 2 – Consor North America, Inc.
3. Amendment to Agreement and Original Master Professional Agreements – Consor North America, Inc.

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

RESOLUTION NO. 26-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA APPROVAL OF
TASK ORDER NO. 2 WITH CONSOR NORTH AMERICA, INC., FOR
CONSTRUCTION MANAGEMENT SERVICES FOR THE 2026 CITYWIDE
PAVEMENT REHABILITATION PROJECT**

WHEREAS, the City has a Master Professional Engineering Services Agreement with Consor North America, Inc. (Conсор) for on-call construction management and inspection services for engineering projects; and

WHEREAS, construction management services are needed for the 2026 Citywide Pavement Rehabilitation Project scheduled for construction in summer 2026; and

WHEREAS, Task Order No. 2 with Consor, in the amount of \$325,656.72, for construction management services associated with the 2026 Citywide Pavement Rehabilitation Project (Project) requires City Council's approval since it is above the \$200,000 limit; and

WHEREAS, the construction management portion of this project is budgeted in both FY 2025-26 and FY 2026-27 in the Road Maintenance and Rehabilitation Account (RMRA) Fund 3118090-7404 Project 811001, and sufficient funds are available in both fiscal years.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Benicia does hereby approve Task Order No. 2 for Construction Management Services for the 2026 Citywide Pavement Rehabilitation Project and authorizes the City Manager or Finance Director to execute the task order on behalf of the City.

On motion of Council Member _____, seconded by Council Member _____, the above Resolution was adopted by the City Council of the City of Benicia at a regular meeting of said Council held on the 19th day of May 2026 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Steve Young, Mayor

Attest:

Lisa Wolfe, City Clerk

Date

CITY OF BENICIA

250 East L Street, Benicia, CA 94510

TASK ORDER NO. 2

MASTER AGREEMENT FOR PROFESSIONAL SERVICES

Conсор North America Inc. (Park Engineering, Inc.)

ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR ENGINEERING,
STORMWATER, FACILITIES, AND PARKS PROJECTS

Task: Construction Management Services for the 2026 Citywide Pavement Rehabilitation Project

1. Task Order

1.1. Purpose

The purpose of this TASK ORDER is to authorize and direct CONTRACTOR to proceed with the work specified in Attachment A of this TASK ORDER, in accordance with the provisions of the AGREEMENT identified as Contract #23-050 between the parties hereto dated March 6, 2023

1.2. Scope of Work

The work authorized by this TASK ORDER is outlined in the "Scope of Services" attached hereto as Exhibit A.

1.3. Time of Performance

The work authorized by this TASK ORDER shall commence upon execution by both parties and shall be prosecuted diligently to completion.

Commencement Date: May 19, 2026

Completion Date: January 30, 2027

1.4. Compensation And Payment

Compensation shall be on a specific rate of compensation basis as provided in the AGREEMENT identified as Contract #23-050 between the parties hereto dated March 6, 2023. The cost of the work authorized by this TASK ORDER is not to exceed \$325,656.72. Payment shall be in accordance with the aforementioned AGREEMENT.

1.5. Effective Date

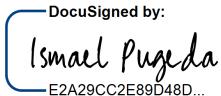
This TASK ORDER shall become effective immediately upon its execution by both parties.

1.6. Items and Conditions

All items and conditions contained in the AGREEMENT identified as Contract #23-050 dated March 6, 2023, between the City of Benicia and Consor North America Inc. (Park Engineering, Inc.) are incorporated herein by reference.

EXECUTED May 19, 2026

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

“Conzor North America Inc. (Park Engineering, Inc.)”
By:  _____
DocuSigned by:
Ismael Pineda
E2A29CC2E89D48D...

Its: Senior VP
5/5/2026 | 2:39:43 PM EDT

“City”
By: _____

Its: _____

“Department”
By: _____

Its: _____

“City Attorney”
By: _____

Its: City Attorney

March 26, 2026

Derek Linsley, PE
Senior Civil Engineer
City of Benicia
250 East L Street
Benicia, California 94510

RE: Construction Management Services for the 2026 Citywide Pavement Rehabilitation Project (City Project No. 25-06)

Dear Derek,

Consor North America, Inc. (Consor) is pleased to submit our proposal to provide construction management services to the City of Benicia for the 2026 Citywide Pavement Rehabilitation Project. We are well qualified and highly motivated to provide construction management services to the City for this project. Consor has performed construction management and inspection services on numerous paving projects similar to this and we have the personnel with the experience and expertise to successfully complete this project for the City. As Principal-in-Charge, Jaemin Park, PE will provide technical support to the construction management staff and the City of Benicia to verify that the City has every resource necessary from Consor for a successful project.

Project Understanding

The 2026 Citywide Pavement Rehabilitation Project includes approximately 15 new ADA curb ramps, nearly 15,000 SY of FDR, 54,000 SY of a 3 layer treatment approach and 7,000 SY of microsurfacing for many roads in the City. Project highlights also include roadway excavation, grinding and paving, adjustment of utilities, signs and stripe. Additional work will include typical construction items such as mobilization, traffic and materials staging control, SWPPP, survey and relocation of signs and other items required by the Plans, Standard Specifications, the Special Provisions and as directed. The project will be completed within 70 working days starting around July 2026.

Scope of Services

Our proposed construction management staff has the expertise to meet the challenges anticipated on this project and will verify that the work is successfully completed in accordance with all local, state and federal regulations. We will perform all the duties needed to ensure completion of this project to the satisfaction of the City of Benicia. Scope of work will include:

- > Project Administration and Documentation
- > Quality Assurance, Inspection, and Material Testing
- > Public and Community Relations
- > Post Construction / Close-out
- > Staffing and Availability

Our proposed Resident Engineer for the project is Brian Fleck, PE, who has over 15 years of experience managing transportation and public works projects built to local, Caltrans and federal standards. Brian has extensive flatwork, FDR, and grading and paving construction experience and will provide the needed management of this project on a part-time basis. Construction inspection for the project will be performed by Pat Giles who has over 40 years of experience with surface treatments, paving, and roadway construction. Pat has extensive paving rehabilitation construction experience to Caltrans and City standards and has completed numerous structures projects for local agencies. Pat will be full-time on the project to verify that quality and safety standards for the project are met or exceeded. Pat will report to Brian and provide all of the necessary documentation for the project including daily reports and quantity calculations and measurements. BSK Associates will provide needed materials testing and source inspection to verify quality of materials and workmanship for the project.

Brian and Pat are available for this project within the schedule and timeline anticipated. We are also including Danielle White as an additional inspector, as the contractor will most likely have numerous grinding, paving and FDR operations working simultaneously. Additional assistance for the project can be provided by Consor, if needed, with the approval of the City Project Manager.

Consor acknowledges receipt of the RFP dated March 5, 2026.

Should you have any questions or need additional information, please do not hesitate to contact our principal-in-charge and primary contact for this procurement, Jaemin Park. He can be reached at jaemin.park@consoreng.com or (925) 818-3756.

Sincerely,
Consor



Ian Machan, Executive Vice President
503.546.0313 | ian.machan@consoreng.com



Mindy Shimanek, Chief Development Officer and Corporate Secretary
281.698.8007 | mshimanek@consoreng.com

City of Benicia - Department of Public Works

2026 Citywide Pavement Rehabilitation Project

4/23/2026 REV 1



Name/Classification			Hours			Total Regular Hours	Total Overtime Hours	Cost
	Regular Rate	Overtime Rate	Pre-Con	Construction	Close-out			
Brian Fleck, PE Resident Engineer	\$ 252.00	\$ 252.00	20	280	40	340	0	\$ 85,680.00
Pat Giles Sr. Construction Inspector	\$ 184.51	\$ 276.76	12	560	20	592	140	\$ 147,976.32
Danielle White Sr. Construction Inspector	\$ 184.51	\$ 276.76	0	120	0	120	20	\$ 27,676.40
Direct Cost								
BSK Associates Materials Testing	Estimate - see attached							\$ 64,324.00
							TOTAL =	\$ 325,656.72

1. Rate includes vehicle, mobile phone, laptop and all equipment required to perform required duties.
2. Based on 70 working days plus pre-construction and post-costruction activities.
3. 3% annual escalation in January of each year.

FIRST AMENDMENT TO AGREEMENT

This FIRST Amendment of the Agreement, entered into March 1, 2026, by and between the City of Benicia, a municipal corporation (hereinafter "CITY") and Consor North America, Inc. (Park Engineering, Inc.), a Corporation, with its primary office located at 6505 Waterford District Drive, Suite 470, Miami, FL 33126, (hereinafter "CONTRACTOR"), is made with reference to the following:

1. Recitals

A. On March 6, 2023, an agreement identified as Contract ID # 23-050 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 March 1, 2028.

2.2. Compensation

Compensation paragraph of the Agreement is modified to: This contract is being increased in the amount of \$400,000, for a new total amount not to exceed \$600,000.

2.3. End of Amendments

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

IN WITNESS WHEREOF, the parties hereto have caused the modification of Agreement to be executed on March 1, 2026.

[SIGNATURES ON THE FOLLOWING PAGE]

Title: ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR ENGINEERING, STORMWATER, FACILITIES, AND PARKS PROJECTS #23-050

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

“Conzor North America, Inc.”

By: DocuSigned by:
Ian Machan
B62FACF7DF80446...

Its: 1/30/2026 | 12:25:31 PM EST

“City”

By: DocuSigned by:
Mario Giuliani 2/25/2026
9FA31784A98E490...

Its: City Manager

“City Attorney”

By: Signed by:
Ben Stock 2/25/2026
3294F30F0AD74E3...

Its: City Attorney

1.1. [Recitals](#)

23-050

PROFESSIONAL SERVICES MASTER AGREEMENT

BETWEEN

CITY OF BENICIA AND

Park Engineering, Inc.

This Professional Services Master Agreement ("Agreement") is dated March 6, 2023, and is by and between the City of Benicia, a political subdivision of the State of California ("CITY") and Park Engineering, Inc., a California Corporation located at 372 Village Square, Orinda, CA 94563, licensed to do business in California, ("CONTRACTOR") relating to ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR ENGINEERING, STORMWATER, FACILITIES, AND PARKS PROJECTS Services ("Services").

Recitals

THE PARTIES ENTER THIS AGREEMENT based on the following facts, understandings and intentions;

WHEREAS, services of an outside organization to help the City with construction management and inspection services is needed;

WHEREAS, City wishes to retain CONTRACTOR to provide ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR ENGINEERING, STORMWATER, FACILITIES, AND PARKS PROJECTS services and related services;

WHEREAS, CONTRACTOR was selected by means of City's 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 and expertise in performing professional services of like nature and complexity working on similar, successfully completed projects;

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:

2. [AGREEMENT](#)

2.1. [Services Contractor Agrees to Perform](#)

CONTRACTOR shall provide services for specific projects as may be requested by CITY; such services shall be defined, scheduled and authorized in subsequent Task Orders. Services may include, but not be limited to:

- A. CONSTRUCTION MANAGEMENT
- B. INSPECTION SERVICES

Title: ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR ENGINEERING, STORMWATER, FACILITIES, AND PARKS PROJECTS

#23-050

CONTRACTOR shall be an independent contractor and shall have responsibilities for and control over the details and means of providing its services under this Agreement. CONTRACTOR agrees that its services shall be performed with due diligence and in accordance with generally accepted engineering practices.

CONTRACTOR shall use its best efforts to perform and coordinate all activities in a timely manner so that the projects will be completed according to the established project schedules.

2.2. Term of Agreement

- A. This Agreement will conclude on February 28, 2026 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. The City Manager is authorized to approve the extension.

2.3. Required Licenses, Certificates and Permits

Any licenses, certificates or permits required by the federal, state, CITY or municipal governments for CONTRACTOR to provide the services and work in any Task Order must be procured by CONTRACTOR and be valid at the time CONTRACTOR enters into this Agreement. Further, during the term of this Agreement, CONTRACTOR must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates and permits may include but are not limited to driver's licenses, professional licenses or certificates and business licenses. Such licenses, certificates and permits will be procured and maintained in force by CONTRACTOR at no expense to the CITY.

2.4. Compensation

CONTRACTOR shall be compensated, a total value not to exceed \$200,000 under this agreement for services rendered under Section I, as more particularly described in authorized Task Orders and/or Rate Schedule attached as Exhibit A, in accordance with the terms and conditions included therein.

CONTRACTOR may update its Rate Schedule on an annual basis. CONTRACTOR may submit monthly statements for services rendered; all statements shall include adequate documentation demonstrating work performed during the billing period and shall conform to Federal Funding invoicing requirements, if applicable. It is intended that payments to CONTRACTOR will be made by CITY within thirty (30) days of receipt of invoice. CONTRACTOR's failure to secure CITY's written authorization for additional compensation or changes to the Scope of Work shall constitute a waiver of any and all right to adjustment in the price or time due, whether by way of compensation, restitution, quantum merit, or similar relief.

2.5. Employee Wages; Records; Apprentices

CONTRACTOR shall comply with the California Prevailing Wage Law to the extent it applies to work performed under this Agreement. If applicable, CONTRACTOR shall pay prevailing wages to its employees and shall comply with the additional provisions set forth below:

- A. CONTRACTOR shall pay prevailing wages to its employees on any agreement when required by applicable law. Copies of the general prevailing rates of per diem wages for each craft,

classification, or type of worker needed to execute the Agreement, as determined by the Director of the State of California Department of Industrial Relations, are on file at the County's Capital Projects Office and may be obtained from the California Department of Industrial Relations website <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. CONTRACTOR shall comply with the 8-hours per day/40 hours per week/overtime/working hours restrictions for all employees, pursuant to the California Labor Code. CONTRACTOR and all subcontractors shall keep and maintain accurate employee payroll records for Work performed under the Agreement. The payroll records shall be certified and submitted as required by law, including Labor Code Sections 1771.4 (if applicable) and 1776, including to the Labor Commissioner no less frequently than monthly. CONTRACTOR shall comply fully with Labor Code Section 1777.5 in the hiring of apprentices for work relating to the Agreement.

- B. CONTRACTOR acknowledges and agrees that it will comply with AB 1768 (effective January 1, 2020), which amended and expanded the definition of "construction" for which prevailing wages must be paid to include "work performed during the design, site assessment, feasibility study, and other pre-construction phases of construction...regardless of whether any further construction work is conducted..."
- C. CONTRACTOR shall forfeit, as a penalty to Owner, the penalty or penalties as provided by the California Labor Code, for each laborer, workman, or mechanic employed in performing labor in and about the Work provided for in the Agreement for each day, or portion thereof, that such laborer, workman or mechanic is paid less than the said stipulated rates for any work done under the Agreement by him or her or by any Subcontractors under him or her, in violation of Articles 1 and 2 of Chapter 1 of Part 7 of Division II of the California Labor Code. The sums and amounts which shall be forfeited pursuant to this Paragraph and the terms of the California Labor Code shall be withheld and retained from payments due to CONTRACTOR the California Labor Code, but no sum shall be so withheld, retained or forfeited except from the final payment without a full investigation by either the State Department of Industrial Relations or by Owner. The Labor Commissioner pursuant to California Labor Code § 177 5 shall determine the final amount of forfeiture.
- D. CONTRACTOR shall insert in every subcontract or other arrangement which CONTRACTOR may make for performance of Work or labor on Work provided for in the Agreement provision that Subcontractor shall pay persons performing labor or rendering service under subcontract or other arrangement not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed in the California Labor Code.
- E. CONTRACTOR and Subcontractors must keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice,

worker, or other employee employed by him or her in connection with the Work of the Agreement Documents. Each payroll record shall contain or be verified by a written declaration as required by Labor Code Section 1776. The payroll records enumerated above must be certified and shall be available for inspection at all reasonable hours at the principal office of CONTRACTOR as required by Labor Code Section 1776. This Project is subject to prevailing wage compliance monitoring and enforcement by the Department of Industrial Relations.

2.6. Indemnification

- A. **Defense, Indemnity and Hold Harmless:** Consistent with Civil Code section 2782.8, CONTRACTOR specifically agrees to indemnify, defend with counsel approved by CITY, and hold harmless CITY, its officers, officials, agents, employees, and volunteers from and against any and all actions, claims, demands, losses, expenses (including attorneys' fees, expert fees and all other costs and fees), damages, and liabilities resulting from injury or death of a person or injury to property, arising out of or in any way connected with CONTRACTOR's negligence, recklessness or willful misconduct in the performance of this Agreement, excepting only such injury or death as may be caused by the sole active negligence or willful misconduct of CITY. The CONTRACTOR shall pay all costs that may be incurred by CITY in enforcing this indemnity, including reasonable attorneys' fees. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by the insurance obligations contained in this Agreement.
- B. **Conflict of Interest:** Should conflict of interest principles preclude a single lawyer from representing both CITY and CONTRACTOR, or should CITY otherwise find CONTRACTOR's legal counsel unacceptable, then CONTRACTOR shall reimburse CITY its costs of defense, including without limitation reasonable attorney's fees, expert fees and all other costs and fees of litigation. CONTRACTOR shall promptly pay any final judgment rendered against CITY (and its officers, officials, agents, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of CONTRACTOR's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.
- C. **Other Claims:** Further, CONTRACTOR will indemnify CITY, and hold it harmless, from an assertion that as a result of providing services to CITY, CONTRACTOR or any of its employees or persons performing work pursuant to this Agreement is entitled to benefits from, or is covered by, the Social Security retirement system or the California Public Employees Retirement Systems. Notwithstanding the foregoing, CONTRACTOR's obligations for any payments to such claimant shall be limited to those payments which CITY may be.
- D. **Intellectual Property Indemnification:** CONTRACTOR represents that professional services provided by CONTRACTOR pursuant to this Agreement does not infringe on any other copyrighted work or intellectual property owned by others. CONTRACTOR shall defend,

indemnify and hold harmless the CITY from all Liabilities, 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 arising from or relating to CONTRACTOR's services provided to the CITY under this Agreement.

- E. **Subcontractor's Agreements:** CONTRACTOR shall place in its agreements with Subcontractors and cause its Subcontractors to agree to the indemnification and insurance provisions in this Agreement in favor of the CITY and the Indemnitees in the exact form and substance as those contained in this Agreement.
- F. **Duty to Cooperate:** CONTRACTOR shall notify CITY immediately in writing of any claim or damage related to activities or services performed under this Agreement. CONTRACTOR shall cooperate with CITY in the investigation and disposition of all Liabilities arising out of the activities or services under this Agreement. Without limiting the foregoing, CONTRACTOR shall take all steps necessary to assist the CITY in the defense of any and all Liabilities brought by a contractor hired to construct the Project regarding any errors, flaws, and/or omissions in the plans or specifications of the Project. Any additional services or work

2.7. 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 and 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.

2.8. Standard of Performance

CONTRACTOR represents to CITY that the services shall be performed in an expeditious manner, and with the degree of skill and care that is required by current, good, and sound procedures and practices. CONTRACTOR further agrees that the services shall be in conformance with generally accepted professional standards prevailing at the time the work is performed.

2.9. Ownership and Maintenance of Documents

All documents furnished by CONTRACTOR pursuant to this Agreement are instruments of CONTRACTOR's services in respect to this project. They are not intended nor represented to be suitable for reuse by others on extensions of this project or on any other project. Any reuse without specific written verification and adoption by CONTRACTOR for the specific purposes intended will be at user's sole risk and without liability or legal exposure and expenses to CONTRACTOR, including attorney's fees arising out of such unauthorized reuse.

CONTRACTOR's records, documents, calculations, and all other instruments of service pertaining to actual project shall be given to CITY at the completion of the project. The CITY reserves the right to specify the file format that electronic document deliverables are presented to the CITY. Title to all plans, specifications, maps, estimates, reports, manuscripts, drawings, descriptions and other final work products compiled by CONTRACTOR under the Agreement shall be vested in the CITY, none of which shall be used in any manner whatsoever, by any person, firm, corporation or agency without the expressed written consent of the CITY. Basic survey notes and sketches, charts, computations, and other data prepared or obtained under the Agreement shall be made available, upon request, to the CITY without restriction or limitations on their use. CONTRACTOR may retain copies of the above-described information but agrees not to disclose or discuss any information gathered, discussed or generated in any way through this Agreement without the written permission of CITY during the term of this Agreement, unless required by law.

2.10. Suspension of Work

CITY may, at any time, by ten (10) days' written notice, suspend further performance by CONTRACTOR. All suspensions shall extend the time schedule for performance in a mutually satisfactory manner, and CONTRACTOR shall be paid for services performed and reimbursable expenses incurred prior to the suspension date. During the period of suspension, CONTRACTOR shall not receive any payment for services, or expenses, except for reasonable administration expenses, incurred by CONTRACTOR by reason of such suspension.

2.11. Termination

CITY may terminate this Agreement for any reason upon ten (10) days' written notice to the other party. CITY may terminate the Agreement upon five (5) days' written notice if CONTRACTOR breaches this Agreement. In the event of any termination, CONTRACTOR shall promptly deliver to the CITY any and all finished and unfinished reports or other written, recorded, photographic, or visual materials, documents, data and other deliverables ("Work Materials") prepared for the CITY prior to the effective date of such termination, all of which shall become CITY's sole property. After receipt of the Work Materials, CITY will pay CONTRACTOR for the services performed as of the effective date of the termination.

2.12. Nondiscrimination

During performance of this Agreement, CONTRACTOR and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental handicap, medical condition including genetic characteristics), marital status, age, political affiliation, sexual orientation, or sex. CONTRACTOR and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the CITY's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections I 101, 1102and1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations. CONTRACTOR agrees that any and all violation of this provision shall constitute a material breach of the Agreement.

2.13. Conflict of Interest

- A. CONTRACTOR covenants and represents that neither it, nor any officer or principal of its firm, has, or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of CITY or which would in any way hinder CONTRACTOR's performance of services under this Agreement. CONTRACTOR further covenants that in the performance of the Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the CITY. CONTRACTOR agrees to at all times avoid conflicts of interest, or the appearance of any conflicts of interest, with the interests of the CITY in the performance of this Agreement.
- B. CONTRACTOR is not a designated employee within the meaning of the Political Reform Act because CONTRACTOR:
 1. Will conduct research and arrive at conclusions with respect to its rendition of information, advice, recommendation or counsel independent of the control and direction of the CITY or of any CITY official, other than normal contract monitoring; and
 2. Possesses no authority with respect to any CITY decision beyond the rendition of information, advice, recommendation or counsel. (2Cal. Code Regs. § 18700(a) (2))

2.14. Independent Contractor

In assuming and performing the services, CONTRACTOR is an independent contractor and shall not be eligible for any benefits, which the CITY may provide its employees, except as expressly provided for in the Agreement. All persons, if any, hired by CONTRACTOR, shall be employees or subcontractors of CONTRACTOR and shall not be construed as employees or agents of the CITY in any respect. CONTRACTOR shall have responsibility for and control over the means of providing services under this Agreement.

2.15. Compliance With Laws

CONTRACTOR shall comply with all applicable federal, State of California, and local laws, rules, and regulations and shall obtain all applicable licenses and permits for the conduct of its business and the performance of the services.

2.16. Choice of Law

This Agreement shall be administered and interpreted under California law as if written by both parties. If any provision in this Agreement is held by any court to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state court situated in the County of Solano, State of California or, if necessary, in a federal court situated in the City and County of Sacramento, California.

2.17. Enforceability; Interpretation

In the event that any of the provisions or portions of application of any of the provisions of the Agreement are held to be illegal or invalid by a court of competent jurisdiction, CITY and CONTRACTOR shall negotiate an equitable adjustment in the provisions of the Agreement with a view toward affecting the purpose of the Agreement. The illegality or invalidity of any of the provisions or portions of application of any of the provisions of the Agreement shall not affect the legality or enforceability of the remaining provisions or portions of application of any of the provisions of the Agreement. This Agreement shall be interpreted as though it was a product of a joint drafting effort and no provisions shall be interpreted against a party on the ground that said party was solely or primarily responsible for drafting the language to be interpreted.

2.18. Integration

The Agreement contains the entire Agreement and understanding between the parties as to the subject matter of this Agreement. It merges and supersedes all prior or contemporaneous agreements, commitments, representation, writings, and discussions between CONTRACTOR and CITY, whether oral or written.

2.19. Successors and Assigns: No Third Party Beneficiaries; No Joint Venture

CITY and CONTRACTOR respectively, bind themselves, their successors, assigns, and legal representatives to the terms and obligations of this Agreement. CONTRACTOR shall not assign or transfer any interest in the Agreement without the CITY's prior written consent, which consent shall be in the CITY's sole discretion. Any attempted assignment or transfer in breach of this provision shall be void. This Agreement is not intended and shall not be construed to create any third party benefit the event. This Agreement is not intended and shall not be construed to create a joint venture or partnership between the parties. CONTRACTOR, its officers, employees and agents shall not have any power to bind or commit the CITY to any decision.

2.20. [Financial Records](#)

Records of CONTRACTOR's direct labor costs, payroll costs, and reimbursable expenses pertaining to this project covered by this Agreement will be kept on a generally recognized accounting basis and made available to CITY if and when required.

2.21. [Non-Waiver](#)

The waiver by either party of any breach of any term, covenant, or condition contained in the Agreement, or any default in their performance of any obligations under the Agreement shall not be deemed a waiver of any other breach or default of the same or any other term, covenant, condition, or obligation, nor shall any waiver of any incident of breach of default constitute a continuing waiver of same.

2.22. [Notices](#)

All notices required hereunder shall be in writing by such methods as CITY and CONTRACTOR as designated below. Notice shall be deemed received three (3) days after the date of sending.

To City: Kyle Ochendusko

Public Works Director

kochendusko@ci.benicia.ca.us

To Contractor: Jaemin Park

PE

jpark@park-eng.com

2.23. [Non-Liability](#)

No member of the CITY and no other officer, employee or agent of the CITY shall be personally liable to CONTRACTOR or otherwise in the event of any default or breach of the CITY, or for any amount which may become due to CONTRACTOR or any successor in interest, or for any obligations directly or indirectly incurred under the terms of this Agreement.

2.24. [Execution](#)

Each individual or entity executing this Agreement on behalf of CONTRACTOR represents and warrants that he or she or it is duly authorized to execute and deliver this Agreement on behalf of CONTRACTOR and that such execution is binding upon CONTRACTOR.

This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

3. SCOPE OF WORK

3.1. Services to be provided, projects and schedule, and deliverables

Consultants shall provide on-call construction management and inspection services that may be requested by the City during the term of this agreement in a prompt, professional manner in accordance with the standards of the engineering profession. All work, unless otherwise specified, shall be performed by task order on a time and materials basis, and completed to the satisfaction of the City Engineer within the time periods allocated, or as mutually agreed to at the beginning of the assignment. Scope of services shall generally include, but not be limited to, the following:

1. Construction Management and Inspection Services

Tasks including, but not limited to, the following:

A. Construction Management:

- Construction Management Services during Pre-Construction
- Review contract documents including plans and specifications
- Review Traffic Control Plans
- Facilitate the Pre-Construction Conference
- Construction Management Services during Construction
- Project coordination and correspondence
- Schedule management, progress meetings and reports
- Monitor project funding. Review “schedule of values” and contract item payments, material quantities, and change order payments.
- Labor compliance assurance
- Public relations
- Site safety monitoring
- Monthly payment review and recommendation
- Submittal review and management
- Requests for Information (RFI)
- Contract Change Orders (CCO)
- Construction observation services and project documentation
- Preliminary claim mitigation and resolution
- Construction Management Services during Post-Construction

Title: ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR ENGINEERING, STORMWATER, FACILITIES, AND PARKS PROJECTS

#23-050

- Perform final observation/walkthrough
- "As-Built" drawings
- Project completion report
- Record drawings input, review, O&Ms
- Final pay application

B. Construction Inspection:

- Construction inspection of various projects.
- Field visits for each assigned project as directed by the City. During each site visit, the inspector shall observe and make a written report of relevant items, including the date and time of visit (arrival and departure), the weather conditions at the site, a list of all persons present at the site including employees, subcontractors, and others; a description of the site conditions regarding status of construction and other relevant conditions; a description of all materials stored on site; a description of all major equipment on site; a description of activity at the site including work being performed, materials being installed, equipment active versus idle, laborers active versus idle; monitoring of traffic control and safety operations, etc. The inspector's daily report for each project shall be submitted to the City no later than 24 hours following the date and time of the inspector's visit.
- Comparison of the material quality of the work to the requirements of the contract (including all relevant plans, specifications, submittals and schedule). The inspector's comparisons shall include checking grades, sizes, elevations and locations of structures, field measurements, and traffic control. The inspector shall note any deficiencies or deviations in the contractor's work (including: contractor behind schedule, areas of work which do not conform to the plans and specifications, materials which do not conform to the plans and specifications, and areas of work which were performed without obtaining an inspection required).
- Notification of any deficiencies or deviations in the contractor's work. Inspector shall immediately notify the City and provide a draft report of deficient work.
- Immediate notification to the authorized contractor representative, and the City, in the event that the inspector observes, or otherwise learns of, an issue at the construction site which involves a risk of imminent harm to person or property. The inspector shall take such action which, under the circumstances and the professional opinion of the inspector, will lead to a timely resolution of the risk of harm. The inspector shall follow up with a written report to the City.
- Take pre-project photographs of active project site(s) and progress photographs on a daily basis, sufficient in number to depict the pre-project conditions and the scope of major activities being performed by the contractor.
- Preparation of punch lists summarizing the items not completed by the contractor in accordance with project plans, specifications and/or contract documents, as directed by the City.
- Tracking and documenting changes to the project and submittal of a "red-line" markup of the project plans to the City.

4. INSURANCE REQUIREMENTS

4.1. INSURANCE REQUIREMENTS

This is an Appendix to, and made a part of and incorporated by reference to the Agreement dated March 6, 2023, by and between Park Engineering, Inc., hereinafter referred to as "Consultant", and the City of Benicia, hereinafter referred to as "City", providing for professional services.

4.2. 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.

4.3. 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.

4.4. 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.

4.5. 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.

4.6. Professional Liability Insurance

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

4.7. Self-Insured Retention

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

4.8. Claims-Made Basis Coverage

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

4.9. Insurance terms and conditions:

3.1 Cancellation of Insurance

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

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

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

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

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

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

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

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

Title: ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR ENGINEERING, STORMWATER, FACILITIES, AND PARKS PROJECTS #23-050

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

“Park Engineering, Inc.”

By: Jaemin Park
Jaemin Park

Its: President/CEO

“City”

DocuSigned by:
By: Mario Giuliani
9FA31784A98E490...

Its: Interim City Manager

“Department”

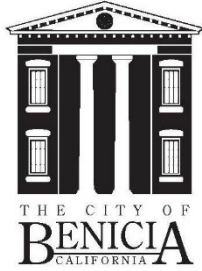
DocuSigned by:
By: Kyle Ochenduszyko
2AA567697FAB4EF...

Its: Public Works Director

“City Attorney”

DocuSigned by:
By: Ben Stock
3294F30F0AD74E3...

Its: City Attorney



AGENDA ITEM
CITY COUNCIL MEETING DATE – MAY 19, 2026
COUNCIL MEMBER COMMITTEE REPORT

TO : City Manager

FROM : City Council

SUBJECT : **AD HOC “ACT” TASK FORCE GROUPS UPDATES**

The ad hoc City Council “ACT” Task Force Groups: Advocacy, Collaboration & Transition solicits feedback and participation from stakeholders as they deem helpful to gather information germane to their purpose, including business owners, employees, labor leaders, community members and governmental and non-governmental organizations.

The second City Council meeting of each month serves as an opportunity for the members of Council to report on the progress of each ad hoc group.

Task Force 1: ADVOCATE for Benicia’s Economy: - Mayor Young

This Task Force:

- Serves as a point of contact and leads efforts to work with State Officials such as the Governor’s Office of Economic Development, the California Energy Commission, elected leaders, labor and business representatives to advocate on behalf of Benicia relating to the potential shutdown of the refinery.
- Gathers information and reports on the economic value of the refining operations to Benicia’s economy, county employment, the States economy as well as the importance the Benicia refinery is to Travis Air Force Base.

Task Force 2: COLLABORATE with Community: Non-Profit Organizations, Sports Groups, Benicia Unified School District, Restaurants & Hotels - Council Member Largaespada

This Task Force:

- Coordinates between the various community groups that receive contributions and support from Valero.
- Understands the economic impact to these groups and facilitate collaboration between groups to maximize resources where possible and generate plans on how to proceed with either less funding or new means of revenue. Similarly, with sports groups, the intent is to quantify the financial contribution made to sports groups and how reduced support from Valero could impact users.

- Coordinates with Benicia Unified School District to analyze the impact on property tax revenue to the District and any other direct revenue loss from Valero's cessation of operations.
- Seeks to quantify the economic impact on hotels and restaurants with Valero's exit. The work of Councilmember Largaespada is to coordinate information, facilitate cooperation of resources between groups where feasible, and develop a plan of action on how to overcome the loss of revenue with Valero's departure.

Task Force 3: COLLABORATE with Benicia Industrial Park (BIP): Existing industrial park businesses, Rose Estates and Port of Benicia - Council Member Birdseye

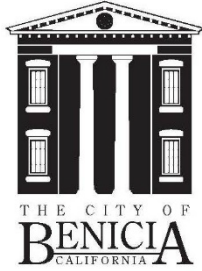
This Task Force:

- Works with impacted BIP businesses; understanding the impact on jobs, lost revenue and impacts on the stream of commerce.
- Coordinates the plans and actions of Rose Estates, the Priority Production Area plan of the Port with redevelopment efforts of the 930 acres of Valero's property with any interested developers.
- There may be an opportunity to synchronize development activity and/or work to incentivize new business development into the BIP including offshore wind manufacturing.

Task Force 4: TRANSITION Prepare for Transition and Redevelopment of Valero's 930 acres: Valero & Signature Development Group - Vice Mayor Macenski & Council Member Scott

This Task Force:

- Collaborates with Valero and Signature Development Group to imagine the possible reuse opportunities for the 930 acres of Valero's property.
- Helps to facilitate stakeholder involvement to solicit public feedback and visioning. Identifies the types of uses, be it residential commercial or industrial and those uses can be best incorporated into Benicia.
- Identifies reports and information that would be helpful to forecast highest and best use for Benicia's economic viability and environmental sustainability.



AGENDA ITEM
CITY COUNCIL MEETING DATE – MAY 19, 2026
COUNCIL MEMBER COMMITTEE REPORT

TO : City Council

FROM: City Manager

SUBJECT : **COUNCIL MEMBER COMMITTEE REPORTS**

The outside agency committees on which City of Benicia Council Members serve, are listed below. Please click on the links to view current and past agendas and minutes for all Council Member Committee Reports.

Association of Bay Area Governments (ABAG)
<https://abag.ca.gov/meetings>

Community Action Partnership Solano Joint Powers Authority (CAP Solano JPA)
<http://www.capsolanojpa.org/agendas---minutes.html>

Green Empowerment Zone Board of Directors
<https://www.contracosta.ca.gov/9963/Governing-Board-of-the-Green-Empowerment>

Marin Clean Energy (MCE)
<https://www.mcecleanenergy.org/meeting-archive/>

Solano County Water Agency (SCWA)
<https://www.scwa2.com/governance/board-meetings-agendas-minutes/>

SolTrans Joint Powers Authority
<https://soltrans.org/resources/meetings/>

Solano Transportation Authority (STA)
<https://sta.ca.gov/meetings-agendas/>

Valero Citizens Advisory Committee (CAP)
<https://www.beniciacap.com/>

CITY OF BENICIA

250 East L Street, Benicia, CA 94510

TASK ORDER NO. 2

MASTER AGREEMENT FOR PROFESSIONAL SERVICES

Conсор North America Inc. (Park Engineering, Inc.)

ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR ENGINEERING,
STORMWATER, FACILITIES, AND PARKS PROJECTS

Task: Construction Management Services for the 2026 Citywide Pavement Rehabilitation Project

1. Task Order

1.1. Purpose

The purpose of this TASK ORDER is to authorize and direct CONTRACTOR to proceed with the work specified in Attachment A of this TASK ORDER, in accordance with the provisions of the AGREEMENT identified as Contract #23-050 between the parties hereto dated March 6, 2023

1.2. Scope of Work

The work authorized by this TASK ORDER is outlined in the "Scope of Services" attached hereto as Exhibit A.

1.3. Time of Performance

The work authorized by this TASK ORDER shall commence upon execution by both parties and shall be prosecuted diligently to completion.

Commencement Date: May 19, 2026

Completion Date: January 30, 2027

1.4. Compensation And Payment

Compensation shall be on a specific rate of compensation basis as provided in the AGREEMENT identified as Contract #23-050 between the parties hereto dated March 6, 2023. The cost of the work authorized by this TASK ORDER is not to exceed \$325,656.72. Payment shall be in accordance with the aforementioned AGREEMENT.

1.5. Effective Date

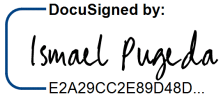
This TASK ORDER shall become effective immediately upon its execution by both parties.

1.6. [Items and Conditions](#)

All items and conditions contained in the AGREEMENT identified as Contract #23-050 dated March 6, 2023, between the City of Benicia and Consor North America Inc. (Park Engineering, Inc.) are incorporated herein by reference.

EXECUTED May 19, 2026

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

“Conzor North America Inc. (Park Engineering, Inc.)”
By:  _____
DocuSigned by: E2A29CC2E89D48D...

Its: Senior VP
5/5/2026 | 2:39:43 PM EDT

“City”
By: _____

Its: _____

“Department”
By: _____

Its: _____

“City Attorney”
By: _____

Its: City Attorney _____

March 26, 2026

Derek Linsley, PE
Senior Civil Engineer
City of Benicia
250 East L Street
Benicia, California 94510

RE: Construction Management Services for the 2026 Citywide Pavement Rehabilitation Project (City Project No. 25-06)

Dear Derek,

Consor North America, Inc. (Consor) is pleased to submit our proposal to provide construction management services to the City of Benicia for the 2026 Citywide Pavement Rehabilitation Project. We are well qualified and highly motivated to provide construction management services to the City for this project. Consor has performed construction management and inspection services on numerous paving projects similar to this and we have the personnel with the experience and expertise to successfully complete this project for the City. As Principal-in-Charge, Jaemin Park, PE will provide technical support to the construction management staff and the City of Benicia to verify that the City has every resource necessary from Consor for a successful project.

Project Understanding

The 2026 Citywide Pavement Rehabilitation Project includes approximately 15 new ADA curb ramps, nearly 15,000 SY of FDR, 54,000 SY of a 3 layer treatment approach and 7,000 SY of microsurfacing for many roads in the City. Project highlights also include roadway excavation, grinding and paving, adjustment of utilities, signs and stripe. Additional work will include typical construction items such as mobilization, traffic and materials staging control, SWPPP, survey and relocation of signs and other items required by the Plans, Standard Specifications, the Special Provisions and as directed. The project will be completed within 70 working days starting around July 2026.

Scope of Services

Our proposed construction management staff has the expertise to meet the challenges anticipated on this project and will verify that the work is successfully completed in accordance with all local, state and federal regulations. We will perform all the duties needed to ensure completion of this project to the satisfaction of the City of Benicia. Scope of work will include:

- > Project Administration and Documentation
- > Quality Assurance, Inspection, and Material Testing
- > Public and Community Relations
- > Post Construction / Close-out
- > Staffing and Availability

Our proposed Resident Engineer for the project is Brian Fleck, PE, who has over 15 years of experience managing transportation and public works projects built to local, Caltrans and federal standards. Brian has extensive flatwork, FDR, and grading and paving construction experience and will provide the needed management of this project on a part-time basis. Construction inspection for the project will be performed by Pat Giles who has over 40 years of experience with surface treatments, paving, and roadway construction. Pat has extensive paving rehabilitation construction experience to Caltrans and City standards and has completed numerous structures projects for local agencies. Pat will be full-time on the project to verify that quality and safety standards for the project are met or exceeded. Pat will report to Brian and provide all of the necessary documentation for the project including daily reports and quantity calculations and measurements. BSK Associates will provide needed materials testing and source inspection to verify quality of materials and workmanship for the project.

Brian and Pat are available for this project within the schedule and timeline anticipated. We are also including Danielle White as an additional inspector, as the contractor will most likely have numerous grinding, paving and FDR operations working simultaneously. Additional assistance for the project can be provided by Consor, if needed, with the approval of the City Project Manager.

Consor acknowledges receipt of the RFP dated March 5, 2026.

Should you have any questions or need additional information, please do not hesitate to contact our principal-in-charge and primary contact for this procurement, Jaemin Park. He can be reached at jaemin.park@consoreng.com or (925) 818-3756.

Sincerely,
Consor



Ian Machan, Executive Vice President
503.546.0313 | ian.machan@consoreng.com



Mindy Shimanek, Chief Development Officer and Corporate Secretary
281.698.8007 | mshimanek@consoreng.com

City of Benicia - Department of Public Works

2026 Citywide Pavement Rehabilitation Project

4/23/2026 REV 1



Name/Classification			Hours			Total Regular Hours	Total Overtime Hours	Cost
	Regular Rate	Overtime Rate	Pre-Con	Construction	Close-out			
Brian Fleck, PE Resident Engineer	\$ 252.00	\$ 252.00	20	280	40	340	0	\$ 85,680.00
Pat Giles Sr. Construction Inspector	\$ 184.51	\$ 276.76	12	560	20	592	140	\$ 147,976.32
Danielle White Sr. Construction Inspector	\$ 184.51	\$ 276.76	0	120	0	120	20	\$ 27,676.40
Direct Cost								
BSK Associates Materials Testing	Estimate - see attached							\$ 64,324.00
TOTAL =								\$ 325,656.72

1. Rate includes vehicle, mobile phone, laptop and all equipment required to perform required duties.
2. Based on 70 working days plus pre-construction and post-costruction activities.
3. 3% annual escalation in January of each year.

THIRD AMENDMENT TO AGREEMENT

This THIRD Amendment of the Agreement, entered into July 1, 2025, by and between the City of Benicia, a municipal corporation (hereinafter "CITY") and Stantec, a Corporation, with its primary office located at 3301 C Street, Suite 1900, Sacramento, CA 95816, (hereinafter "CONTRACTOR"), is made with reference to the following:

1. Recitals

- A. On February 16, 2022, an agreement identified as Contract ID # 22-005 was entered into by and between CITY and CONTRACTOR, ("Agreement"); and
- B. CITY and CONTRACTOR desire to modify the Agreement on the terms and conditions set forth herein.

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

2. Amendments

2.1. Term of Agreement

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

2.2. 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 1, 2025.

[SIGNATURES ON THE FOLLOWING PAGE]

Title: Stantec Master Agreement

#22-005

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

“Stantec”

By: Stephen Chavez

Its: Principal Civil Engineer

“City”

By: DocuSigned by:
Mario Giuliani 6/3/2025
9FA31784A86E490...

Its: City Manager

“City Attorney”

By: Signed by:
Ben Stock 6/3/2025
3294F30F0AD74E3...

Its: City Attorney

“Department”

By: DocuSigned by:
Danielle Bonham
EE90AF266EE8439...

Its: Public Works Director

EXHIBIT A

SCHEDULE OF BILLING RATES – 2025

Below are typical hourly billing rates for various staff based on billing level. Rates are adjusted annually as proposed in the tables below, and as allowed by the City.

Billing Level	Hourly Rate	Description
3	\$133	Junior Level position <input type="checkbox"/> Independently carries out assignments of limited scope using standard procedures, methods and techniques <input type="checkbox"/> Assists senior staff in carrying out more advanced procedures <input type="checkbox"/> Completed work is reviewed for feasibility and soundness of judgment <input type="checkbox"/> Graduate from an appropriate post-secondary program or equivalent <input type="checkbox"/> Generally, one to three years experience
4	\$141	
5	\$158	
6	\$165	Fully Qualified Professional Position <input type="checkbox"/> Carries out assignments requiring general familiarity within a broad field of the respective profession <input type="checkbox"/> Makes decisions by using a combination of standard methods and techniques <input type="checkbox"/> Actively participates in planning to ensure the achievement of objectives <input type="checkbox"/> Works independently to interpret information and resolve difficulties <input type="checkbox"/> Graduate from an appropriate post-secondary program, with credentials or equivalent <input type="checkbox"/> Generally, three to six years experience
7	\$179	
8	\$187	
9	\$195	First Level Supervisor or first complete Level of Specialization <input type="checkbox"/> Provides applied professional knowledge and initiative in planning and coordinating work programs <input type="checkbox"/> Adapts established guidelines as necessary to address unusual issues <input type="checkbox"/> Decisions accepted as technically accurate, however may on occasion be reviewed for soundness of judgment <input type="checkbox"/> Graduate from an appropriate post-secondary program, with credentials or equivalent <input type="checkbox"/> Generally, five to nine years experience
10	\$204	
11	\$219	
12	\$231	Highly Specialized Technical Professional or Supervisor of groups of professionals <input type="checkbox"/> Provides multi-discipline knowledge to deliver innovative solutions in related field of expertise <input type="checkbox"/> Participates in short and long range planning to ensure the achievement of objectives <input type="checkbox"/> Makes responsible decisions on all matters, including policy recommendations, work methods, and financial controls associated with large expenditures <input type="checkbox"/> Reviews and evaluates technical work <input type="checkbox"/> Graduate from an appropriate post-secondary program, with credentials or equivalent <input type="checkbox"/> Generally, ten to fifteen years experience with extensive, broad experience
13	\$241	
14	\$261	
15	\$274	Senior Level Consultant or Management <input type="checkbox"/> Recognized as an authority in a specific field with qualifications of significant value <input type="checkbox"/> Provides multidiscipline knowledge to deliver innovative solutions in related field of expertise <input type="checkbox"/> Independently conceives programs and problems for investigation
16	\$292	
17	\$301	
18	\$302	Senior Level Management under review by Vice President or higher <input type="checkbox"/> Participates in discussions to ensure the achievement of program and/or project objectives <input type="checkbox"/> Makes responsible decisions on expenditures, including large sums or implementation of major programs and/or projects <input type="checkbox"/> Graduate from an appropriate post-secondary program, with credentials or equivalent <input type="checkbox"/> Generally, more than twelve years experience with extensive experience
19	\$313	
20	\$324	
21	\$344	

PREVAILING WAGE RATES

Below are typical prevailing wage rates for the staff performing field inspection or survey of public works construction projects.

Inspector/Surveyor Prevailing Wage Rates	Hourly Rates (ST/OT/DT)
CONTRACTOR billing rate for straight time (ST) prevailing wage rate work from 7/1/25-6/30/26	\$204.00
CONTRACTOR billing rate for overtime (OT) prevailing wage rate work is from 7/1/25-6/30/26	\$276.00
CONTRACTOR billing rate for double time (DT) prevailing wage rate work is from 7/1/25-6/30/25	\$350.00
CONTRACTOR billing rate for straight time (ST) prevailing wage rate work from 7/1/26-6/30/27	\$208.00
CONTRACTOR billing rate for overtime (OT) prevailing wage rate work is from 7/1/26-6/30/27	\$283.00
CONTRACTOR billing rate for double time (DT) prevailing wage rate work is from 7/1/26-6/30/27	\$359.00
CONTRACTOR billing rate for straight time (ST) prevailing wage rate work from 7/1/27-6/30/28	\$213.00
CONTRACTOR billing rate for overtime (OT) prevailing wage rate work is from 7/1/27-6/30/28	\$290.00
CONTRACTOR billing rate for double time (DT) prevailing wage rate work is from 7/1/27-6/30/28	\$368.00

BILLING RATE MARKUPS AND FEES

Below are typical billing rate fees, markups, and other rates. Rates are adjusted annually each year, as allowed by City.

Flat Rate Disbursement	\$12.50 per hour
ODC Markup - Other Direct Costs/Reimbursable Expenses (excluding Flat Rate Disbursement)	10%
Subcontract Markup - Labor and Reimbursable Expenses	5%
Vehicle Mileage - Reimbursable Expense (when authorized and if not excluded)	IRS Rate
Annual Rate escalation, adjusted January 1 st each year	3%