BENICIA CITY COUNCIL
CITY COUNCIL MEETING AGENDA

October 20, 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**

7.A PROCLAMATION - UNITED AGAINST HATE WEEK OCTOBER 18-24, 2026
Proclamation - United Against Hate Week

7.B PROCLAMATION - DOMESTIC VIOLENCE AWARENESS MONTH OCTOBER 2026
Proclamation - Domestic Violence Awareness Month

8. **APPOINTMENTS**

9. **PRESENTATIONS**

10. ADOPTION OF AGENDA

11. OPPORTUNITY FOR PUBLIC COMMENTS

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

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

12. WRITTEN COMMENT

13. PUBLIC COMMENT

14. CONSENT CALENDAR

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

14.A APPROVING AMENDMENTS TO ON-CALL AGREEMENTS FOR VALERO BENICIA REDEVELOPMENT (VBR) PROJECT REVIEW SUPPORT SERVICES

RECOMMENDED ACTION: Adopt a resolution (Attachment 1) approving amendments to the Agreements for development review support services, with not-to-exceed amounts of $935,800 for CSG, $1,657,371 for FCS, and $1,674,788 for Good City; extending each term through June 30, 2030; and authorizing the City Manager or Administrative Services Director to execute the amendments.
Staff Report - VBR Review Support Services
1. Resolution - VBR Review Support Services
2. CSG Amendment to Agreement
3. FCS Amendment to Agreement
4. Good City Amendment to Agreement
5. CSG Task Order and Scope of Work
6. FCS Task Order and Scope of Work
7. Good City Task Order and Scope of Work

14.B APPROVAL OF AGREEMENT WITH OPENGOV, INC. FOR GRANTS MANAGEMENT SOFTWARE SUBSCRIPTION AND IMPLEMENTATION SERVICES

RECOMMENDED ACTION: Move to adopt a resolution (Attachment 1) approving an agreement with OpenGov, Inc. for Grants Management SaaS subscription and implementation services in an amount not to exceed $307,871.21, for a term through June 30, 2032, and authorizing the City Manager or Administrative Services Director to execute the agreement.
Staff Report - OpenGov, Inc. Grants Management Agreement

1. Resolution - OpenGov, Inc. Grants Management Agreement
2. OpenGov, Inc. Grants Management Agreement

14.C ACCEPTANCE OF THE 2026 CITYWIDE CURB RAMP IMPROVEMENTS PROJECT

RECOMMENDED ACTION: Adopt a resolution (Attachment 1) accepting the 2026 Citywide Curb Ramp Improvements Project, Project No. 24-10 as complete, authorizing the City Manager to sign the Notice of Completion (Attachment 2), authorizing the City Clerk to file said notice with the Solano County Recorder.
Staff Report - Acceptance of 2026 Citywide Curb Ramp Project
1. Resolution - Acceptance of 2026 Citywide Curb Ramp Project
2. Notice of Completion

14.D AMENDING CHAPTER 12.41 TO APPLY FISHING RESTRICTIONS TO THE BENICIA MARINA BOAT LAUNCH FLOAT

RECOMMENDED ACTION: Adopt an ordinance (Attachment 1) of the City Council amending Chapter 12.41 of the Benicia Municipal Code to prohibit fishing from the Benicia Marina boat launch float.
Staff Report -Benicia Marina Fishing Restrictions
1. Ordinance - Amending Chapter 12.41 Use of Ninth Street Boat Launch Facility Floats

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

15. BUSINESS ITEMS

15.A APPROVE A STANDSTILL AGREEMENT BETWEEN THE CITY OF BENICIA AND VALERO REFINING COMPANY

RECOMMENDED ACTION: Move to adopt a resolution (Attachment 1) approving the Standstill agreement with Valero and authorize granting authority to the City Manager to take all necessary administrative actions to implement the state funding of $5,250,000 (AB113 for $3,750,000 for Fuel Import Operations and $1,500,000 for Community Benefit for Valero Fuel Importation) and authorize the Administrative Services Administrator to make the necessary budget adjustments.
Staff Report - Valero Standstill Agreement
1. Resolution - Valero Standstill Agreement

15.B RESOLUTION ESTABLISHING NEW FEES FOR SIDEWALK VENDING PERMIT

RECOMMENDED ACTION: Adopt a resolution (Attachment 1) establishing new fees for Sidewalk Vending Permit (Exhibit A) and find the resolution exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guideline Section 15061(b)(3).
Staff Report - New Fees for Sidewalk Vending Permit
1. Resolution - New Fees for Sidewalk Vending Permit

15.C AMENDMENTS TO BMC TITLE 17 (ZONING) FOR DATA CENTERS

RECOMMENDED ACTION: Conduct the public hearing and move to waive the first reading, read by title only and introduce an ordinance (Attachment 1) amending the Benicia Municipal Code (BMC).
Staff Report - Data Centers
1. Draft Ordinance - Data Centers
2. Planning Commission Resolution No. 26-5
3. Minutes of the September 10 2026 Planning Commission Meeting

15.D QUARTERLY POLICY ISSUE REQUESTS FROM COUNCIL

RECOMMENDED ACTION: Discuss the Two-Step Requests and provide direction to staff on whether to schedule each topic for future Council discussion. The following Two-Step Requests were submitted for Council's consideration: 1. Council Member Largaespada - DS Public Access & Customer Assistance (Attachment 2) 2. Council Member Largaespada - Entertainment Zone (Attachment 3) 3. Council Member Largaespada - Residential Sidewalk Repair Partnership (Attachment 4) 4. Council Member Largaespada - Special Event Tourism Investment (Attachment 5) 5. Council Member Scott - Dog Park (Attachment 6) 6. Council Member Scott - One Percent for Art (Attachment 7) 7. Mayor Young - Reduce City Manager Contracting Authority from $200,000 to $100,000 (Attachment 8)
Staff Report - Quarterly Policy Issue Requests from Council
1. City Council Rules of Procedure
2. Largaespada - Two-Step - DS Public Access & Customer Assistance
3. Largaespada - Two-Step - Entertainment Zone
4. Largaespada - Two-Step - Residential Sidewalk Repair Partnership
5. Largaespada - Two-Step - Special Event Tourism Investment
6. Scott - Two-Step - Dog Park
7. Scott - Two-Step - One Percent for Art
8. Young - Two Step - Reduce CM Agreement Authority

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

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

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

17.A COUNCIL MEMBER COMMITTEE REPORTS
Council Member Committee Reports

18. ADJOURNMENT (8:30 P.M.)

Public Participation

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

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

Americans with Disabilities Acts

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

Meeting Procedures

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

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

Public Records and Writings Received After Agenda Posting

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

Contact Your Council Members

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

PROCLAMATION

IN RECOGNITION OF

United Against Hate Week
October 18-24, 2026

WHEREAS, Benicia stands for diversity, inclusivity, and respect for all, irrespective of race, ethnicity, religion, gender, sexual orientation, disability, or any characteristic; and

WHEREAS, we collectively reject hate, discrimination, and violence, aiming for a prejudice-free community by promoting acceptance, respect and tolerance, and unity, enabling residents to live, work, and thrive without fear of hatred; and

WHEREAS, united, we strengthen and celebrate Benicia's rich tapestry of cultures and perspectives; and

WHEREAS, by joining with our fellow California cities, we send a resounding message that we are united in our resolve to combat hate and promote acceptance; and

WHEREAS, we call upon all residents, businesses, schools, and organizations unite against hate, join community events, and champion inclusivity, tolerance, and unity; and

WHEREAS, we reaffirm our commitment to denounce hate, discrimination, and violence in all forms. We pledge to stand up against hate and support victims of hate incidents by encouraging open dialogue and respectful conversations to bridge divides and promote understanding; and

NOW, THEREFORE, BE IT RESOLVED THAT I, Steve Young, Mayor of the City of Benicia, on behalf of the City Council, hereby proclaim October 18-24, 2026 United Against Hate Week and encourage all residents to celebrate the richness of our diverse community and the strength it brings to Benicia and to work together to create a safe and welcoming environment for all.

_____

Steve Young, Mayor
October 20, 2026

PROCLAMATION

IN RECOGNITION OF

Domestic Violence Awareness Month

October 2026

WHEREAS, nearly 1 in 3 women and 1 in 4 men in our country have suffered physical violence by an intimate partner, and domestic violence impacts people of every age, ethnicity, nationality, economic status, and belief; and

WHEREAS, victims of domestic violence are deprived of autonomy and security, face threats to their health and safety, and, in many instances, find themselves left with significant financial and housing insecurity; and

WHEREAS, the need for a safe house continues to be rated as one of the most urgent needs for domestic violence survivors' most urgent need; and

WHEREAS, Benicia joins with others across California and the nation in supporting victims of domestic violence, as well as local programs, state coalitions, national organizations, and other agencies nationwide who are committed to increasing public awareness of domestic violence and sending a clear message to abusers that domestic violence is not tolerated in Benicia; and

NOW, THEREFORE, BE IT RESOLVED THAT I, Steve Young, Mayor of the City of Benicia, on behalf of the City Council of the City of Benicia, hereby proclaim October 2025 as Domestic Violence Awareness Month and urge all of us to actively work toward the elimination of domestic violence.

_____

Steve Young, Mayor
October 20, 2026

AGENDA ITEM
CITY COUNCIL MEETING DATE – OCTOBER 20, 2026
CONSENT CALENDAR

TO : City Manager

FROM : Assistant City Manager

SUBJECT : **APPROVING AMENDMENTS TO ON-CALL AGREEMENTS FOR VALERO BENICIA REDEVELOPMENT PROJECT REVIEW SUPPORT SERVICES**

EXECUTIVE SUMMARY:

The Development Services Department requires support from CSG Consultants (CSG), FirstCarbon Solutions (FCS), and Good City Company (Good City) to review and process the Valero Benicia Redevelopment (VBR) Project application. The requested action would amend existing On-Call Agreements to provide the contract spending authority needed for their respective project assignments and extend their terms through June 30, 2030.

RECOMMENDATION:

Adopt a resolution (Attachment 1) approving amendments to the Agreements for development review support services, with not-to-exceed amounts of $935,800 for CSG (Attachment 2), $1,657,371 for FCS (Attachment 3), and $1,674,788 for Good City (Attachment 4); extending the term of each Agreement through June 30, 2030; and authorizing the City Manager or Administrative Services Director to execute the amendments.

BUDGET INFORMATION:

Costs associated with the VBR project are reimbursable under the City's Master Fee Schedule and a cost recovery agreement with the project applicant. No General Fund contribution or additional budget appropriation is required. Costs incurred for the required services will be charged against the developer deposit maintained in account 3500000-2203.

Table 1 identifies the existing Agreement not-to-exceed amounts (NTEs), the proposed costs for the VBR project scopes (Attachments 5, 6, 7), and the resulting amended NTEs. For FCS, the existing NTE will be replaced by the VBR scope amount, rather than added to it, because VBR will be FCS's only assignment under the Agreement.

Consultant	Existing Agreement NTE	VBR Scope Amount	Amended Agreement NTE
CSG	$325,000	$610,800	$935,800
FCS	$325,000	$1,657,371	$1,657,371
Good City	$325,000	$1,349,788	$1,674,788

BACKGROUND:
The City previously selected FCS and Good City through its competitively procured On-Call Planning Services Request for Proposals (RFP No. 25-063) and selected CSG through its competitively procured On-Call Development Engineering Professional Services Request for Proposals (RFP No. 25-085). The RFPs permit the City to request a project-specific proposal from one or more contracted firms. Staff identified these firms as best suited to the VBR project based on the required services and each firm's qualifications and expertise. CSG and Good City also have project-specific experience resulting from the preapplication due-diligence review conducted in summer 2026.

- CSG will provide entitlement-level technical review for engineering, fire and life safety, and building functions.

- FCS will prepare the Environmental Impact Report (EIR) and provide related noticing, hearing, and coordination support.

- Good City will provide planning and coordination services, including community engagement, public-hearing support, and management of subconsultants.

The proposed On-Call Agreement amendments will establish the amended not-to-exceed amounts described herein and extend each term through June 30, 2030. Following execution of the amendments, staff will process a separate task order for each consultant based on the applicable project-specific scope of work. No work will begin until the applicable task order is fully executed and the City issues a written notice to proceed.

NEXT STEPS:
If approved, the amendments will be routed for execution, followed by separate task orders for each consultant.

ALTERNATIVE ACTIONS:
The City Council may decline to approve one or more amendments and direct staff to identify another means of obtaining the required services. This could delay or impair processing of the development application.

CEQA Analysis	Approval of the amendments is an administrative activity that will not result in a direct or reasonably foreseeable indirect physical change in the environment and is therefore not a project under California Environmental Quality Act Guidelines section 15378(b)(5).

ATTACHMENTS:

1. Resolution – VBR Review Support Services
2. CSG Amendment to Agreement
3. FCS Amendment to Agreement
4. Good City Amendment to Agreement
5. CSG Scope of Work
6. FCS Scope of Work
7. Good City Scope of Work

For more information contact: Suzanne Thorsen, Assistant City Manager
Phone: 707.746.4280
E-mail: sthorsen@ci.benicia.ca.us

RESOLUTION NO. 26-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA APPROVING AMENDMENTS TO ON-CALL AGREEMENTS FOR VALERO BENICIA REDEVELOPMENT PROJECT REVIEW SUPPORT SERVICES, AND AUTHORIZING THE CITY MANAGER OR ADMINISTRATIVE SERVICES DIRECTOR TO EXECUTE THE AMENDMENTS ON BEHALF OF THE CITY

WHEREAS, the City requires professional support to review and process the Valero Benicia Redevelopment (VBR) development application; and

WHEREAS, the City previously selected FirstCarbon Solutions (FCS) and Good City Company (Good City) through its competitively procured On-Call Planning Services Request for Proposals No. 25-063, and each firm has an existing Agreement with the City with a not-to-exceed amount of $325,000; and

WHEREAS, the City previously selected CSG Consultants (CSG) through its competitively procured Development Engineering Professional Services Request for Proposal No. 25-085, and has an existing Agreement with the City with a not-to-exceed amount of $325,000; and

WHEREAS, Section 4.10 of Request for Proposals No. 25-063 and Section 4.9 of Request for Proposals No. 25-085 permit the City to request a project-specific proposal from one or more contracted firms, and staff directed separate assignments to CSG, FCS, and Good City based on the services required for the VBR Project and each firm's qualifications and expertise; and

WHEREAS, CSG will provide entitlement-level multidisciplinary technical review, FCS will provide environmental review services under the California Environmental Quality Act, and Good City will provide planning coordination and development review support, as described in their respective project-specific scopes of work; and

WHEREAS, following execution of the amendments, the City will process a separate task order for each consultant, and no services will begin until the applicable task order is fully executed and the City issues a written notice to proceed; and

WHEREAS, the proposed amendments will establish amended not-to-exceed amounts of $935,800 for CSG, $1,657,371 for FCS, and $1,674,788 for Good City and extend each Agreement through June 30, 2030; and

WHEREAS, costs incurred for the VBR development project are reimbursable under the City's Master Fee Schedule and a cost recovery agreement with the project applicant and will be charged against developer deposit account 3500000-2203 Project 400013 Valero Benicia Redevelopment application, with no General Fund contribution or additional budget appropriation required; and

WHEREAS, approval of the amendments is an administrative activity that will not result in a direct or reasonably foreseeable indirect physical change in the environment and is therefore not a project under California Environmental Quality Act Guidelines section 15378(b)(5).

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Benicia hereby:

1. Approves amendments to the Agreements with CSG Consultants, FirstCarbon Solutions, and Good City Company for the VBR development review support services, with amended not-to-exceed amounts of $935,800 for CSG; $1,657,371 for FCS; and $1,674,788 for Good City;

2. Extends the term of each Agreement through June 30, 2030; and

3. Authorizes the City Manager or Administrative Services Director to execute the amendments 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 20th day of October 2026 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

_____
Steve Young, Mayor

Attest:

_____
Lisa Wolfe, City Clerk

_____
Date

Docusign Envelope ID: 4D3C1259-F75B-8D8D-8163-6959F1119EC5

Contract ID #26-030A1

FIRST AMENDMENT TO AGREEMENT

This FIRST Amendment of the Agreement, entered into October 20, 2026, by and between the City of Benicia, a municipal corporation (hereinafter "CITY") and CSG Consultants, Inc., a Corporation , with its primary office located at 550 Pilgrim Drive, Foster City, California 94404, (hereinafter "CONTRACTOR"), is made with reference to the following:

1. Recitals

A. On July 1, 2025, an agreement identified as Contract ID # 26-030 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, 2030.

2.2. Compensation

Compensation paragraph of the Agreement is modified to: This contract is being increased in the amount of $610,800, for a new total amount not to exceed $935,800.

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 October 20, 2026.

[SIGNATURES ON THE FOLLOWING PAGE]

Docusign Envelope ID: 4D3C1259-F75B-8D8D-8163-6959F1119EC5

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

"CSG Consultants, Inc."

By: DocuSigned by: Cyrus Kianpour 10/7/2026
7AC12FF2224A4B2...
Cyrus Kianpour

Its: CEO

"City"

By: _____

Its: _____

"City Attorney"

By: _____

Its: City Attorney

Docusign Envelope ID: 85267574-C5C9-858D-80C9-74729B958C90

Contract ID #26-012A1

FIRST AMENDMENT TO AGREEMENT

This FIRST Amendment of the Agreement, entered into October 20, 2026, by and between the City of Benicia, a municipal corporation (hereinafter "CITY") and FCS International, Inc. dba FirstCarbon Solutions, a Corporation , with its primary office located at 2999 Oak Road, Suite 250, Walnut Creek, California 94597, (hereinafter "CONTRACTOR"), is made with reference to the following:

1. Recitals

A. On July 1, 2025, an agreement identified as Contract ID # 26-012 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, 2030.

2.2. Compensation

Compensation paragraph of the Agreement is modified to: This contract is being increased in the amount of $1,332,371, for a new total amount not to exceed $1,657,371.

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 October 20, 2026.

[SIGNATURES ON THE FOLLOWING PAGE]

Docusign Envelope ID: 85267574-C5C9-858D-80C9-74729B958C90

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

"FCS International, Inc. dba FirstCarbon Solutions"

By: Signed by: C. Patrick Schultz 2/26/2026 B3AC5BF245884D5... DocuSigned by: Jason Brandman 2/26/2026 EG2D611A36BF4FF...
C. Patrick Schultz Jason Brandman

Its: COO Vice President

"City"

By: _____

Its: _____

"City Attorney"

By: _____

Its: City Attorney

Docusign Envelope ID: 85267574-C5C9-858D-80C9-74729B958C90

Exhibits List

A - FCS_Purchasing_Memo

Docusign Envelope ID: 85267574-C5C9-858D-80C9-74729B958C90

Exhibit A

FCS_Purchasing_Memo

Docusign Envelope ID: 85267574-C5C9-858D-80C9-74729B958C90

Development Services Department
MEMORANDUM

Date: October 1, 2026
To: Finance Department
From: Stacy Hofacre, Senior Management Analyst
Re: Directed Selection Justification for FirstCarbon Solutions (FCS)

The Development Services Department is documenting the basis for directing the environmental review assignment for the Valero Benicia Redevelopment (VBR) project to FirstCarbon Solutions (FCS).

FCS was selected for this assignment based on the specific environmental review requirements of the development project, as well as the firm's extensive qualifications and expertise in environmental planning under the California Environmental Quality Act (CEQA).

The City did not solicit project-specific proposals from multiple on-call firms for this assignment. Instead, the City directed the request to FCS pursuant to Section 4.10 of the City's On-Call Planning Services RFP No. 25-063, which permits the City to request a proposal from "one or more" contracted firms. This selection leverages the competitive process previously conducted to establish the City's pool of on-call consultants and reflects staff's determination that FCS' technical expertise is well aligned with the project's environmental review needs.

The proposed Agreement amendment will provide the contract authority required for FCS's VBR assignment and extend the Agreement through June 30, 2030. The Agreement currently has a not-to-exceed amount of $325,000. Because the VBR assignment will be the only scope performed under the FCS Agreement, the amended not-to-exceed amount will equal the VBR scope amount of $1,657,371 rather than adding that amount to the existing contract authority. The scope details and revised contract authority will be presented transparently to the City Council for review and approval.

For these reasons, staff recommends approval of the directed selection of FCS for the VBR environmental review assignment under Section 4.10 of RFP #25-063, along with approval of the corresponding contract amendment.

Docusign Envelope ID: DE580D4E-1BB7-80D5-8096-46E1BD4F7392

Contract ID #26-014A1

FIRST AMENDMENT TO AGREEMENT

This FIRST Amendment of the Agreement, entered into October 20, 2026, by and between the City of Benicia, a municipal corporation (hereinafter "CITY") and Good City Company, a Corporation , with its primary office located at 601 Allerton Street, Suite 110, Redwood City, California 94063, (hereinafter "CONTRACTOR"), is made with reference to the following:

1. Recitals

A. On July 1, 2025, an agreement identified as Contract ID # 26-014 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, 2030.

2.2. Compensation

Compensation paragraph of the Agreement is modified to: This contract is being increased in the amount of $1,349,788, for a new total amount not to exceed $1,674,788.

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 October 20, 2026.

[SIGNATURES ON THE FOLLOWING PAGE]

Docusign Envelope ID: DE580D4E-1BB7-80D5-8096-46E1BD4F7392

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

"Good City Company"

By: Signed by: Aaron Aknin 10/7/2026
5C6A1A91BD384BA...
Aaron Aknin

Its: President

"City"

By: _____

Its: _____

"City Attorney"

By: _____

Its: City Attorney

Docusign Envelope ID: DE580D4E-1BB7-80D5-8096-46E1BD4F7392

Exhibits List

A - Good_City_Purchasing_Memo

Docusign Envelope ID: DE580D4E-1BB7-80D5-8096-46E1BD4F7392

Exhibit A

Good_City_Purchasing_Memo

Docusign Envelope ID: DE580D4E-1BB7-80D5-8096-46E1BD4F7392

THE CITY OF BENICIA CALIFORNIA

Development Services Department
MEMORANDUM

Date: October 1, 2026
To: Finance Department
From: Stacy Hofacre, Senior Management Analyst
Re: Directed Selection Justification for Good City Company

The Development Services Department is documenting the basis for directing the planning and development review assignment for the Valero Benicia Redevelopment (VBR) project to Good City Company (Good City).

Good City was selected for this assignment based on the specific planning and development review requirements of the development project, the firm's qualifications and expertise, and its prior involvement with the project. Good City has already performed services related to the VBR development application and, through that work, has developed familiarity with the project, its planning history, application materials, prior review issues, and applicable City requirements.

The City did not solicit project-specific proposals from multiple on-call firms for this assignment. Instead, the City directed the request to Good City pursuant to Section 4.10 of the City's On-Call Planning Services RFP No. 25-063, which permits the City to request a proposal from "one or more" contracted firms. This selection leverages the competitive process previously conducted to establish the City's pool of on-call consultants and reflects staff's determination that Good City's qualifications, prior project involvement, and project-specific knowledge are well aligned with the City's planning and development review needs.

The requested services are a continuation of, and directly related to, Good City's prior work on the VBR project. Continuing with Good City will preserve continuity in the City's review, avoid unnecessary duplication of previously completed work, and eliminate the additional time and expense that would be required for another consultant to become familiar with the project and its review history.

Under the proposed amendment, Good City will provide the planning and development review services described in its project-specific scope of work for the VBR development application.

The proposed Agreement amendment will provide the additional contract authority required for Good City's VBR assignment and extend the Agreement through June 30, 2030. The Agreement currently has a not-to-exceed amount of $325,000. The scope

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amount for the VBR project is $1,349,788, resulting in a revised Agreement not-to-exceed amount of $1,674,788. The scope details and total increase in contract authority will be presented transparently to the City Council for review and approval.

For these reasons, staff recommends approval of the directed selection of Good City for the VBR planning and development review assignment under Section 4.10 of RFP #25-063, along with approval of the corresponding Agreement amendment.

Docusign Envelope ID: 3F4AA870-9004-8A0F-8172-A29AF1FADC9C

Contract ID # 26-030T2

CITY OF BENICIA

250 East L Street, Benicia, CA 94510

TASK ORDER NO. 2

MASTER AGREEMENT FOR PROFESSIONAL SERVICES

CSG Consultants, Inc.

CSG Master Service Agreement: On-Call Development Engineering - Professional Services (FY26-27)

Task: Valero Benicia Redevelopment (VBR) Review Support Services

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 Exhibit A of this TASK ORDER, in accordance with the provisions of the AGREEMENT identified as Contract #26-030 between the parties hereto dated July 1, 2025

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: October 20, 2026

Completion Date: June 30, 2030

1.4. Compensation And Payment

Compensation shall be on a specific rate of compensation basis as provided in the AGREEMENT identified as Contract #26-030 between the parties hereto dated July 1, 2025. The cost of the work authorized by this TASK ORDER is not to exceed $610,800. 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.

Docusign Envelope ID: 3F4AA870-9004-8A0F-8172-A29AF1FADC9C

1.6. Items and Conditions

All items and conditions contained in the AGREEMENT identified as Contract #26-030 dated July 1, 2025, between the City of Benicia and CSG Consultants, Inc. are incorporated herein by reference.

EXECUTED October 20, 2026

Docusign Envelope ID: 3F4AA870-9004-8A0F-8172-A29AF1FADC9C

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

"CSG Consultants, Inc." By: DocuSigned by: Cyrus Kianpour 7AC12FF2224A4B2... 10/7/2026
Cyrus Kianpour

Its: CEO

"City" By: _____

Its: _____

"Department" By: _____

Its: _____

"City Attorney" By: _____

Its: City Attorney

Docusign Envelope ID: 3F4AA870-9004-8A0F-8172-A29AF1FADC9C

Exhibits List

A - Scope of Work

Docusign Envelope ID: 3F4AA870-9004-8A0F-8172-A29AF1FADC9C

Exhibit A

Scope of Work

Docusign Envelope ID: 3F4AA870-9004-8A0F-8172-A29AF1FADC9C

CSG CONSULTANTS
Employee-Owned

550 Pilgrim Drive
Foster City, CA 94404
Phone: 650.522.2500
Fax: 650.522.2599

www.csgengr.com

October 2, 2026

Mr. Chris Rose
Development Services Department
City of Benicia
250 East L Street
Benicia, CA 94510

Re: Proposal for Professional Services – Technical Support for Entitlement Review
Engineering, Public Works, Mapping, Building Safety, and Fire Prevention Valero Benicia Redevelopment (VBR)

Dear Mr. Rose,

CSG Consultants, Inc. (CSG) is pleased to submit this proposal to provide technical review and coordination services associated with the City's review of the formal planning application related to the Valero Benicia Redevelopment (VBR) submittal.

Based on the May 2026 Pre-Application Submittal and subsequent coordination between the City and Developer, the project generally contemplates the long-term phased redevelopment of the existing Valero Benicia Refinery property into a large-scale mixed-use development consisting of residential neighborhoods, commercial/retail, industrial and employment uses, public facilities, open space, parks, backbone roadways, and associated public and private infrastructure.

The formal application is anticipated to include a developer-prepared ***Specific Plan and Vesting Tentative Map (VTM)***, with the VTM establishing the initial large-lot subdivision framework for future development and potential conveyance of individual development areas. Supporting entitlement documents are also expected to include preliminary civil plans, infrastructure studies, transportation analysis, geotechnical investigations, hydrology/hydraulics and floodplain studies, utility analyses, title and easement information, CEQA technical studies, and other supporting documents.

The City has requested focused support in reviewing technical studies and documents for municipal infrastructure, circulation, utility, public works, mapping, building, fire, and implementation-related considerations associated with the proposed Project.

Project Understanding

Based on initial coordination with City staff, CSG understands that the City intends to process the development application and begin environmental and specific plan procedures. CSG further understands that the City's broader review effort is being coordinated primarily through the City's planning and land use review process, including planning-related coordination led by the City's planning consultant team (Good City).

Accordingly, CSG's role under this proposal is to support the City's planning efforts in providing municipal Engineering, Public Works, Mapping, Building Safety, and Fire Prevention review of entitlement documents related to infrastructure, circulation, utilities, municipal services, and implementation-related considerations.

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Because the initial VTM is anticipated to establish large development parcels that may subsequently be developed or conveyed separately, CSG's review will consider future development only to the extent necessary to establish that the Specific Plan, VTM, backbone infrastructure, access, drainage, utility systems, and implementation framework can reasonably support the proposed land uses and development intensities.

This proposal does not include detailed reviews of future residential subdivisions, commercial or industrial site development, or other subsequent development applications within the large lots. Those applications will require separate technical reviews and authorization when submitted.

The entitlement phase is anticipated to include the review of the following documents:

- Draft Developer-prepared Specific Plan with associated technical provisions
- Vesting Tentative Map and initial large-lot subdivision
- Master infrastructure and phasing concepts
- Preliminary Design Documents including site improvements, backbone roadways, grading, drainage, stormwater controls and utility plans
- Hydrology, hydraulics, creek and floodplain studies
- Storm drain and dry utility networks
- Transportation analysis
- Geotechnical investigations
- Title, right-of-way, access, and easement information
- Engineering-related California Environmental Quality Act (CEQA) technical documents and studies

Scope of work

CSG shall provide technical review and coordination support associated with the City's formal entitlement review process. Detailed discipline-specific scopes are included as **Attachments A through D**.

1. Technical Review of Entitlement Documents

Engineering, Public Works, and Mapping

CSG will review the Specific Plan, VTM, preliminary civil plans, infrastructure studies, and supporting technical documents for engineering elements necessary to establish a feasible and implementable large-lot subdivision and master development.

Primary review topics will include:

- VTM, large-lot subdivision, parcel configuration, and mapping considerations
- Existing Mapping & Title Easement Conflicts and Mitigation Strategies
- Right-of-Way, Access and Utility Easement Dedications
- Multi-Modal Improvements (Pedestrian, Bicycle, Public Transit)
- Fire & Emergency Access and Service Feasibility
- Dry/Wet Utility Service Feasibility and Preliminary Composite Planning
- Geotechnical Engineering Evaluation and Proposed Mitigations

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- Grading and Earthwork Evaluation for Quantities, Slopes, Retainage and Phasing
- Hydrology, Hydraulics and Flood Zone Studies
- Stormwater Control, Management and NPDES Compliance
- Construction Planning and Logistics Coordination

Refer to **Attachment A – Detailed Engineering/Public Works and Mapping Review Scope**

Traffic Engineering

CSG's traffic engineering subconsultant, W-Trans, will perform the technical review of the **applicant-prepared transportation analysis** and associated supporting information.

The review will evaluate study methodology, assumptions, input data, analysis scenarios, model inputs and outputs, conclusions, proposed improvements, and consistency with the Specific Plan, VTM, CEQA analysis, and applicable City and regional requirements.

The traffic scope does not include preparation of an independent transportation study, independent collection of traffic data, or full recreation of the applicant's traffic or VMT modeling.

Refer to **Attachment B – Traffic Engineering Technical Review Scope**

Geotechnical Engineering

CSG's geotechnical subconsultant will perform an independent technical review of the **applicant-prepared geotechnical and geologic investigations** to determine whether the scope of investigation, analyses, conclusions, and recommendations are reasonable and sufficiently comprehensive to support the Specific Plan, VTM, backbone infrastructure, and entitlement-level development framework.

The geotechnical scope does not include independent subsurface exploration, laboratory testing, or preparation of project geotechnical analyses.

Refer to **Attachment C – Geotechnical Engineering Review Scope**

Building Safety

Building Plan Review is not anticipated at this stage. If necessary, CSG's Building plan check team may perform a cursory entitlement-level review intended to identify major Building Code considerations that could materially affect the Specific Plan, VTM, or overall land-development framework.

Detailed review of future buildings is not included at this stage.

Fire / Life-Safety

CSG's Fire plan review group will perform entitlement-level review of the Specific Plan, VTM, backbone roadway system, water-system concept, and supporting technical materials to identify major fire/life-safety requirements affecting the master development framework.

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Refer to **Attachment D – Fire / Life-Safety Entitlement Review Scope**

Optional Task – Corporation Yard Review: Review of additional improvements to the City's Corporation Yard adjacent to the project (Civil, Traffic, Building, Fire). Geotechnical review is excluded. For the purposes of this optional task (scope unknown), an allowance of $20,000 is being made.

2. Meeting Attendance and Coordination Support

CSG will participate in City coordination, interdisciplinary review, and applicant comment-resolution meetings necessary to support the entitlement review.

For purposes of the fee proposal, the base scope will include up to **20 virtual meetings and 15 in-person meetings**. Meetings beyond the established allowance will require additional authorization.

3. Interdisciplinary Coordination

CSG will actively participate in ongoing interdepartmental coordination efforts through in-person meetings, phone calls, emails, and as-needed Virtual discussions or informal coordination check-ins, as necessary to support preliminary conceptual review discussions and technical coordination during the preliminary review phase.

This coordination will focus on matters affecting multiple disciplines, including roadway geometry, access, fire service, grading, drainage, utilities, infrastructure phasing, easements, development sequencing, and consistency among the Specific Plan, VTM, technical studies, and CEQA documentation.

4. Review Deliverables and Comment Resolution

CSG deliverables may include, as appropriate:

- Consolidated technical review comments
- Redlined maps, plans, and exhibits
- Technical study review comments
- Engineering review comments for Draft Specific Plan submittals
- Preparation of comment matrices for applicant responses and issue-resolution
- Recommended Conditions of Approval
- Technical memoranda addressing significant unresolved issues, where warranted.

The base fee assumes **three review cycles**, followed by limited final verification of resolved comments and preparation of engineering Conditions of Approval.

Limitations, Exclusions, and Fee Assumptions

CSG's services under this proposal are limited to entitlement-level engineering and mapping review Building Safety review will be limited as described above. ***Services under this proposal do not include*:**

- *Final mapping review*
- *Improvement & grading plan review for construction permits*
- *Review of preliminary water supply, capacity, and conveyance systems*

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- *Review of preliminary wastewater capacity, feasibility, and conveyance systems*
- *Review of hazardous materials, remediation, refinery closure, or decommissioning analysis*
- *DTSC, Regional Water Board, BAAQMD, or other regulatory agency compliance management*
- *CEQA analysis or environmental documentation*
- *Cost estimating*
- *Fiscal analysis*
- *CFD/CSD formation or financing analysis*
- *Legal interpretation of any record document*

Due to the current conceptual nature of the project and evolving scope of the entitlement review process, additional services beyond those specifically identified in this proposal may be required and, if requested by the City, would be authorized separately.

Project Staffing & Team Organization

CSG has assembled a multidisciplinary team with senior-level oversight appropriate for the size and complexity of the Project. The team will be structured to provide a single point of overall coordination while maintaining dedicated technical leadership for engineering, mapping, floodplain, fire, traffic, and other specialty reviews.

Edrie Delos Santos, PE, Principal Engineer will serve as **General Project Manager** and will oversee CSG's multidisciplinary services, coordination with the City and its consultant team, overall schedule, and integration of the various technical review disciplines.

Sophie Truong, PE, PLS, Director of Land Development Services, will serve as **Contract Manager and City Surveyor**, providing contract-level oversight and senior technical guidance for land development, subdivision, mapping, and engineering matters. She will also support coordination of significant entitlement, infrastructure, and implementation issues requiring senior-level review.

Son Hoang, PE, **Senior Project Manager,** will provide engineering review services and lead the day-to-day mapping review efforts, including coordination of the VTM, backbone infrastructure, subdivision, right-of-way, easement, utility, grading, drainage, and related technical reviews.

Babak Kaderi, CFM, **Senior Project Manager,** will provide engineering and floodplain-related review, as well as provide support for hydrology, hydraulics, drainage, stormwater, and other water-related engineering considerations.

David Rubcic, PE, **Senior Project Manager,** will provide independent senior-level quality assurance and quality control of significant engineering and mapping comments, recommendations, and deliverables.

David Stevens, Fire Services Specialist, will lead CSG's **Fire Prevention review**, including entitlement-level evaluation of emergency access, fire apparatus circulation, fire-water infrastructure, development phasing, and other fire/life-safety considerations affecting the VTM.

CSG will supplement the core team with senior and associate engineers, surveyors, and other technical staff as needed to assist with title, easement, and infrastructure review, perform research, and prepare comment letters and redlines; all under the direction of the project leads identified above.

W-Trans will serve as CSG's Traffic Engineering subconsultant and will provide technical review of the applicant-prepared transportation analysis and associated traffic and VMT documentation. CSG's Geotechnical Engineering subconsultant is currently to be determined (TBD) and will be identified prior to commencement of the geotechnical review scope.

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Schedule

CSG will coordinate review schedules with City staff following receipt of a complete and coordinated formal entitlement submittal. Review durations will depend upon the size and completeness of the technical package and the timing of related Planning and environmental reviews.

Estimate of Probable Cost

The work described above will be billed hourly in accordance with our 2026 Engineering Services Fee Schedule, included herewith as **Attachment E**, and is estimated as follows:

Engineering, Fire, and Building Review Services	$ 424,000
Traffic Engineering Review Services	$ 55,000
Geotechnical Engineering Review Services	$ 30,000
20% Contingency	$101,800
TOTAL	**$ 610,800**

The base fee assumes **three review cycles**, followed by limited final verification of resolved comments and preparation of engineering Conditions of Approval. Additional review cycles, meetings, substantial project redesign, or services beyond the assumptions identified herein will be performed only upon authorization by the City.

A Level of Effort by anticipated task will be provided upon request.

CSG appreciates the opportunity to continue assisting the City of Benicia with this significant redevelopment effort and looks forward to supporting the City through the formal entitlement review process.

Should you have any questions regarding our proposal, please contact Edrie Delos Santos, PE, at the number or email listed below.

> **Edrie Delos Santos, PE** | Principal Engineer
> (831) 334-0778 *cell* | edried@csgengr.com

Sincerely,

Sophie Truong, PE, PLS
Director of Land Development Services
(650) 522-2505 *office*

Copy:
Suzanne Thorsen, City of Benicia
Rachel O'Shea, City of Benicia
Mary Wagner, City of Benicia
Brian Frenger, CSG
Son Hoang, CSG

Docusign Envelope ID: 3F4AA870-9004-8A0F-8172-A29AF1FADC9C

ATTACHMENT A

Detailed Engineering and Mapping Review Scope

CSG will perform technical review of the VTM package including lotting and preliminary civil plans, technical studies, calculations, and supporting documents for consistency with applicable City requirements, and accepted engineering practice.

The review is intended to establish the adequacy of the **entitlement-level and master infrastructure framework**. Detailed design of future development within the large lots is not included.

A-1 Integrated Entitlement Review

As part of each technical review task described below, CSG will review the corresponding engineering-related provisions of the Specific Plan and applicable engineering standards, including proposed deviations or alternative standards. Review will also include identification of material inconsistencies with corresponding CEQA technical assumptions or mitigation measures, together with discipline-specific infrastructure phasing, implementation requirements, and recommended Conditions of Approval arising from CSG's review.

A-2 Vesting Tentative Map and Large-Lot Subdivision

Perform engineering and subdivision review of the VTM establishing the initial large-lot subdivision, including:

- Existing and proposed parcel configuration
- Relationship between proposed parcels and Specific Plan land uses
- Infrastructure dependencies between large lots (access, utilities)
- Phased implementation and sequencing of future maps and improvement plans, including whether each phase can operate safely and functionally
- Existing title information and known encumbrances relevant to the subdivision
- Backbone roadway rights-of-way
- Park/open-space access
- Easement and right-of-way dedications, including temporary construction easements
- Easement and right-of-way vacations and abandonments
- General consistency with applicable requirements of the Subdivision Map Act (SMA)
- Consistency with local ordinances
- Consistency with applicable federal regulations within CSG's technical review scope

Review of title information will be limited to identifying engineering, access, utility, and subdivision implications. Legal interpretation remains the responsibility of the applicant's legal/title consultants and City Attorney.

Detailed Final Map review, including boundary and technical survey data, monumentation, and general City Surveyor review, is not included unless separately authorized.

A-3 Backbone Roadways, Access, and Circulation Infrastructure

Review the physical feasibility of the proposed backbone roadway and access system, including:

- Connections to existing City streets

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- Roadway classifications
- Conceptual street cross-sections
- Preliminary roadway grades
- Horizontal and vertical alignment feasibility
- Major intersection geometry
- Sidewalk, pedestrian, and bicycle facilities
- Primary and secondary access
- Emergency access (in coordination with Fire)
- Stub streets and future connections, including interim and ultimate roadway configurations and phased implementation
- Off-site improvements

Transportation demand, VMT, intersection operations, trip generation, and traffic modeling are addressed under Attachment B.

A-4 Master Grading and Earthwork

Review entitlement-level grading feasibility, including:

- Major cut and fill areas, preliminary earthwork balance, major slopes, and retaining-wall concepts
- Preliminary mass-grading concept
- Backbone roadway grading
- Interfaces between future large lots, including grading across future ownership boundaries and identification of major grading constraints affecting future development
- Interim and phased grading, including temporary slopes

Geotechnical aspects of grading and earthwork will be coordinated with the geotechnical reviewer under the separate geotechnical review scope.
Detailed grading design and individual development-area grading plans are excluded.

A-5 Hydrology, Hydraulics, Creek, Floodplain, and Upstream Dam/Spillway Considerations

Review the applicant-prepared master hydrology, hydraulic, drainage, and floodplain analyses, including:

- Existing watersheds and drainage patterns, including off-site drainage and stormwater run-on
- Creek hydrology and hydraulic capacity, existing flooding conditions, and existing/proposed water-surface elevations
- Proposed changes to drainage patterns and consistency with proposed development, roadways, utilities, and large-lot boundaries
- Major storm drain facilities, channels, culverts, bridges, and creek crossings
- Detention and retention facilities, including methodology and preliminary calculations
- Overland release routes and downstream impacts
- Interim and phased drainage conditions and systems
- Floodplain and floodway constraints and applicable FEMA requirements

An upstream dam and spillway discharge into the creek system affecting the Project. CSG will review whether the applicant's hydrologic/hydraulic and floodplain analyses appropriately consider available dam and spillway information, normal or anticipated discharges, and the relationship of those flows to documented flooding and proposed development.

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Where applicable, CSG will also identify whether additional dam-related or flood-hazard analysis appears necessary to adequately support the entitlement.

CSG will not independently prepare a dam-failure or dam-inundation analysis. If required, such analysis shall be prepared by the applicant or an appropriately qualified specialist and coordinated with the City as the dam owner/operator and applicable regulatory agencies.

A-6 Stormwater Management and NPDES

Review the entitlement-level stormwater compliance strategy, including:

- Applicable municipal, regional, and State stormwater permit requirements, including but not limited to erosion and sediment control during construction, hydromodification, and post-construction treatment measures
- Low Impact Development framework
- Hydromodification compliance
- Conceptual stormwater treatment strategy, preliminary design, and calculations
- Relationship between treatment facilities and future large-lot development
- Ownership and maintenance
- Requirements appropriately deferred to future development applications

Detailed treatment sizing, individual development-area stormwater plans, and construction SWPPP review are not included.

A-7 Water & Wastewater Infrastructure

Detailed review of the Project's onsite water and wastewater systems, master plans, demand/capacity analyses, and system modeling will be performed by the City's Public Works Department and is excluded from CSG's scope, except for the following limited coordination review:

- Backbone water and wastewater utility conflicts and major utility crossings
- Consistency of the proposed water and wastewater systems with the Water Supply Assessment (WSA) and Wastewater Supply Capacity Study (WWSCS).

A-8 Dry Utilities and Major Utility Corridors

Review conceptual major utility corridors for electric, natural gas, telecommunications, fiber, street lighting, and other franchise utilities with respect to:

- Corridor feasibility
- Major utility crossings and conflicts with existing and proposed utilities
- Utility-provider easement requirements (e.g., PG&E)
- Above-ground utility facilities (Rule 20)
- Utility relocations
- Undergrounding requirements
- Serviceability of future large lots and phasing considerations

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CSG will assist the City in coordinating with utility providers for proposed services, including review of preliminary composite utility plans.

A-9 Conditions of Approval and Implementation Documents

Assist with developing Engineering/Public Works and subdivision Conditions of Approval addressing, as applicable:

- VTM and future Final Map requirements
- Backbone infrastructure
- Street and easement dedications or vacations/abandonments
- Grading and drainage
- Water, sewer, and storm drainage
- Infrastructure phasing
- Off-site improvements
- Public/private maintenance
- Deferred improvements
- Future technical studies
- Improvement and development triggers
- Engineering support for exactions and nexus findings

CSG may also provide technical engineering comments to the City and City Attorney regarding infrastructure-related provisions of a Development Agreement or similar implementation document. Legal drafting is excluded.

Docusign Envelope ID: 3F4AA870-9004-8A0F-8172-A29AF1FADC9C

ATTACHMENT B

Traffic Engineering – Technical Review of Applicant-Prepared Transportation Analysis

CSG's traffic engineering subconsultant will perform the technical review of the transportation analysis and related supporting documentation prepared by the applicant's transportation consultant, including but not limited to Study Scope and Methodology; Applicant-Generated Data, Inputs, and Model Results; Trip Generation, Distribution, and Assignment; Roadway Operations, Access, and Circulation; Multimodal Transportation; and Transportation Improvements, Mitigation, and Conditions.

The traffic reviewer will evaluate whether the applicant's analysis provides an appropriate and technically reasonable basis for the Specific Plan, VTM, CEQA analysis, and contemplated development program.

Traffic Review Limitations

The scope does not include:

- Independent collection of traffic counts
- Preparation of the applicant's transportation study
- Independent origin/destination surveys
- Independent regional transportation forecasting
- Full recreation of traffic operational models
- Independent VMT model development
- Verification of proprietary software algorithms
- Independent certification of third-party datasets

Docusign Envelope ID: 3F4AA870-9004-8A0F-8172-A29AF1FADC9C

ATTACHMENT C

Geotechnical Engineering – Technical Review of Applicant-Prepared Studies

CSG's geotechnical subconsultant will provide technical review of applicant-prepared geotechnical, geologic, seismic, and related reports supporting the Specific Plan, VTM, and backbone infrastructure.

The purpose of the review is to determine whether the applicant's investigation and recommendations are appropriately scoped, technically reasonable, and adequate for entitlement-level decision-making for geologic and seismic hazards; soils, groundwater, and grading; retaining structures and infrastructure; stormwater infiltration and subsurface drainage; future development and phasing.

Where information appears insufficient or inconsistent, the reviewer may recommend additional investigation, analysis, or documentation.

Review Standard and Limitations

The geotechnical reviewer will evaluate the applicant's data, analyses, assumptions, conclusions, and recommendations using accepted professional practice and the information available.

The review does not include:

- Independent subsurface exploration
- Independent sampling
- Laboratory testing
- Independent geophysical investigation
- Independent reproduction of all engineering calculations
- Certification of the applicant's field or laboratory data
- Preparation of project-specific geotechnical design

Environmental contamination, remediation, and hazardous-materials evaluation are excluded.

Docusign Envelope ID: 3F4AA870-9004-8A0F-8172-A29AF1FADC9C

ATTACHMENT D

Fire Life-Safety – Entitlement-Level Technical Review

CSG's Fire plan review group will perform entitlement-level review of the Specific Plan, VTM, backbone roadway system, water-system concept, and supporting technical materials to identify major fire/life-safety requirements affecting the master development framework.

Review may include:

- Primary and secondary emergency access
- Fire apparatus access roads
- Backbone roadway geometry affecting fire access
- Dead-end access limitations
- Turnaround requirement
- Emergency access easements
- Gated access concepts, where applicable
- Fire apparatus staging considerations
- Fire-water demand assumptions
- Backbone fire-water infrastructure
- Hydrant-system concepts
- Access and fire service during phased development
- Interim emergency access
- Fire access across future separately owned large lots
- Wildland-urban interface considerations, where applicable
- Coordination of fire requirements with grading and roadway plans
- Identification of future fire requirements applicable to individual development areas
- Fire-related Specific Plan provisions and Conditions of Approval

Detailed fire plan review for individual future subdivisions, buildings, fire sprinkler systems, fire alarms, hazardous-material systems, or construction permits is excluded.

Docusign Envelope ID: 3F4AA870-9004-8A0F-8172-A29AF1FADC9C

Exhibit E

CSG Engineering Services Fee Schedule

San Francisco Bay Area Region

CSG Consultants' fee schedule for proposed services is provided below.

PERSONNEL / ROLE	HOURLY RATE
Administrative Assistant	$120
Engineering Intern	$150
Assistant Engineer	$190
Associate Engineer	$230
Structural Engineer	$280
Associate Surveyor	$220
Senior Engineer	$260
Senior Land Surveyor	$255
Senior Structural Engineer	$300
Principal Engineer	$300
Senior Principal Engineer	$325
Two-Person Survey Crew	$475
Assistant Project Manager	$190
Project Manager	$245
Senior Project Manager	$260
Office Engineer	$190
Construction Inspector	$210
Senior Construction Inspector	$218
Assistant Resident Engineer	$218
Resident Engineering / Construction Manager	$276
Structural Representative	$276

TERMS

- *All hourly rates include overhead costs including but not limited to salaries, benefits, workers' compensation insurance, local travel, and miscellaneous office expenses.*
- *Overtime services and services provided outside of normal business hours will be billed at 1.5x the applicable hourly rate.*
- *On July 1 of each year following the contract start year, CSG will initiate an hourly rate increase not to exceed 5% or the current year's February change of the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the San Francisco-Oakland-Hayward, CA index, whichever is lower.*
- *CSG will mail/email an invoice every month for services rendered during the previous month. Unless otherwise agreed, payment terms are 30 days from receipt of invoice.*
- *This fee proposal is valid for a period of 90 days from date of submittal.*

Docusign Envelope ID: 04648BB6-2EF3-88E0-8337-45CCE88AFF33

Contract ID # 26-012T1

CITY OF BENICIA

250 East L Street, Benicia, CA 94510

TASK ORDER NO. 1

MASTER AGREEMENT FOR PROFESSIONAL SERVICES

FCS International, Inc. dba FirstCarbon Solutions

FCS International - Planning Master Service Agreement (FY26-27)

Task: Valero Benicia Redevelopment (VBR) Review Support Services

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 Exhibit A of this TASK ORDER, in accordance with the provisions of the AGREEMENT identified as Contract #26-012 between the parties hereto dated July 1, 2025

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: October 20, 2026

Completion Date: June 30, 2030

1.4. Compensation And Payment

Compensation shall be on a specific rate of compensation basis as provided in the AGREEMENT identified as Contract #26-012 between the parties hereto dated July 1, 2025. The cost of the work authorized by this TASK ORDER is not to exceed $1,657,371. 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.

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1.6. Items and Conditions

All items and conditions contained in the AGREEMENT identified as Contract #26-012 dated July 1, 2025, between the City of Benicia and FCS International, Inc. dba FirstCarbon Solutions are incorporated herein by reference.

EXECUTED October 20, 2026

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

"FCS International, Inc. dba FirstCarbon Solutions"

By: Signed by: C. Patrick Schultz B3AC5BF24588405... 10/7/2026

Its: COO

By: DocuSigned by: Jason Brandman EC2D611A36BF4FE... 10/2/2026

Its: Vice President

"City"

By: _____

Its: _____

"Department"

By: _____

Its: _____

"City Attorney"

By: _____

Its: City Attorney

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Exhibits List

A - Scope of Work

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Exhibit A

Scope of Work

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Southern California
250 Commerce, Suite 210
Irvine, CA 92602

Northern California
2999 Oak Road, Suite 250
Walnut Creek, CA 94597

Phone +1 888 826 5814
+1 714 508 4100
Fax +1 714 508 4110
Email info@fcs-intl.com
firstcarbonsolutions.com

FCS
An ADEC Innovation

October 2, 2026

Chris Rose, Project Manager
City of Benicia
250 East L Street
Benicia, CA 94510

Subject: Scope of Work to Prepare an Environmental Impact Report for the Valero Benicia Redevelopment

Dear Mr. Rose:

FCS understands that the City of Benicia (City) is seeking assistance to prepare an Environmental Impact Report (EIR), provide peer review services for applicant-prepared technical studies, and prepare a series of technical studies for the Valero Benicia Redevelopment (proposed project).

FCS International, Inc., doing business as FirstCarbon Solutions (FCS), an ADEC Innovations company, has more than 43 years of experience in preparing a full range of California Environmental Quality Act (CEQA) environmental review documents, including EIRs, to support various development projects throughout the State, including thousands of projects throughout Northern California and the greater Bay Area. Moreover, we have extensive experience in peer reviewing technical studies prepared by different agencies, firms, and applicants.

To that end, FCS prides itself not only on the quality of our technical work, but also on our highly responsive and proactive problem-solving approach. We will work closely with the City to ensure that a defensible and legally adequate environmental document is prepared for the proposed project. In addition to our in-house team of technical experts, CEQA specialists, and legal counsel, FCS will provide a seasoned management team to oversee this important project.

As the City's approved on-call consultant, FCS welcomes the opportunity to forging a strong partnership through this effort and is committed to responding to your project needs in a timely and cost-effective manner.

Should you have any questions regarding this Scope of Work (Scope), please contact me at 925.200.1656 or jbrandman@fcs-intl.com or Mary Bean at mbean@fcs-intl.com or 415.713.5223.

Sincerely,

FirstCarbon Solutions

Jason Brandman, Senior Vice President/Director

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FCS

Proposed Scope of Services

Project Understanding

FCS understands that Signature Development Group (applicant) proposes redevelopment of the Valero Benicia Refinery site at 3400 East Second Street (proposed project). The project site includes approximately 900 acres, of which the existing refinery occupies approximately 331 acres. The proposed project is anticipated to involve preparation of a mixed-use Specific Plan and related development program, including up to approximately 3-million-square-feet of industrial uses generally within the footprint of existing refinery operations; up to approximately 600,000-square-feet of retail/commercial uses near the Park Road/Bayshore Road intersection; up to approximately 3,500 residential units, with an emphasis on single-family units and townhomes and a potential mid-rise affordable housing component located farther from the refinery footprint and nearer to existing residential uses; approximately 150 acres of open space, including a 35-acre central community park; and additional flex space uses that remain to be defined. Final land use assumptions, development intensities, on- and off-site circulation improvements, on- and off-site infrastructure needs, demolition, remediation, and project phasing are expected to be refined through the project description and Specific Plan process.

Scope of Work

For all deliverables identified in the following tasks, FCS will implement a comprehensive quality assurance and quality control (QA/QC) review process prior to transmittal. Deliverables will be reviewed by senior staff, as appropriate, to verify technical accuracy, completeness, internal consistency, and adherence to applicable regulatory requirements, project objectives, and City standards. QA/QC review will also include checks for document organization, formatting, grammar, spelling, and overall clarity.

Task 1: Project Initiation and Kick-off Meeting

FCS will review relevant background material, develop an initial data needs list, and coordinate with the City to schedule a kick-off meeting (it is anticipated that the kick-off meeting will be in-person). The intent of the kick-off meeting is to clarify and confirm the details of the Scope and schedule, obtain copies of the project plans and other relevant information, and identify key points of contact. FCS will review relevant background documents to ensure project understanding. It is typically helpful to have all relevant team members attend this call (i.e., applicant, civil engineering design team, as applicable). FCS's Senior Air Quality Scientist will attend this meeting to discuss data needs.

Data Needs and Request for Information

At project initiation, FCS will conduct a comprehensive review of all available project information, including the planning application materials, project plans, entitlement documents, and other relevant background information. Recognizing the complexity of the proposed project, FCS will prepare a detailed Data Needs Matrix to identify and document the project characteristics, operational details, assumptions, and supporting information necessary to complete the environmental analysis. The Data Needs Matrix will serve as a central tool for tracking data requirements, confirming project assumptions, identifying information gaps, and facilitating coordination among the project team throughout the CEQA process.

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As part of project initiation, FCS staff will conduct a site visit to document existing conditions, verify project setting characteristics, identify potential environmental constraints, and familiarize the project team with the site and surrounding area. Information gathered during the site visit will be incorporated into the environmental analysis and technical studies, as appropriate.

Concurrently, FCS's Geographic Information System (GIS) team will coordinate with the civil engineering team to obtain, review, and manage the computer-aided design files and supporting spatial data required for environmental analyses and exhibit preparation. This effort includes data review, processing, management, quality control, and conversion of engineering data into GIS-compatible formats to support technical analyses, mapping, exhibit development, and project deliverables throughout the environmental review process. Early coordination among GIS, environmental, and engineering team members will help ensure consistency across technical studies and support efficient preparation of CEQA documentation.

Thresholds of Significance and EIR Assumptions

During project initiation, FCS will coordinate with the City staff and the applicant to confirm and refine the assumptions that will form the basis of the EIR analysis. This effort will include establishing reasonable and defensible project parameters for environmental review, such as defining the baseline, anticipated land uses within any "flex" development areas, identifying the types and characteristics of proposed industrial uses, identifying potential off-site improvements, and clarifying other project components necessary to support preparation of technical studies and impact analyses.

FCS will also facilitate discussions with the project team regarding the significance thresholds and analytical methodologies to be applied in the EIR, including confirmation of agency-specific CEQA thresholds where applicable. The outcome of this task will be a shared understanding of the project assumptions, EIR framework, and environmental review approach, providing a foundation for a streamlined and defensible EIR process. This task includes up to three virtual meetings, in addition to the Project Kick Off Meeting noted above, to align on these items.

Subtask 1.1: CEQA-compliant Project Description

It is our understanding that the applicant will provide the City with a Project Description upon project initiation. Using the information provided in that Project Description and obtained during project initiation, FCS will prepare a comprehensive Project Description per CEQA requirements for the City and applicant’s review and approval. The Project Description will identify the project location, describe the project characteristics, identify necessary approvals, and list other agencies that may use the document for environmental review. The Project Description will use graphics and tables to clearly convey relevant information to the reviewer and will include all of the information required to define the proposed project for the purposes of CEQA, including a clear explanation of the development components of the proposed project, a description of the construction and operational activities associated with the proposed project, and clearly illustrated project components displayed in exhibits based on GIS data. FCS will also work collaboratively with the City and the applicant to develop and refine project objectives that accurately reflect the purpose, need, and desired outcomes of the project while providing an appropriate framework for evaluation of alternatives in the EIR.

The approved Project Description will form the basis for evaluating the proposed project in the EIR. The draft Project Description will be submitted to the City for review and approval prior to the development of the

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Administrative Draft EIR. It is assumed that the City will provide one set of consolidated, vetted comments (with tracked changes in the Microsoft Word document) on the draft Project Description. FCS will revise the Project Description and prepare the second draft Project Description for review. Following receipt of the second round of comments, FCS will prepare the final Project Description and provide it to the City and the applicant for final approval.

Changes to the Project Description made after the City and applicant have issued their approval may require a Change Order and may extend the project schedule.

DELIVERABLES:

- Electronic copy (via email in Microsoft Word format and PDF) of the first and second draft Project Description to the City
- Electronic copy (via email in Microsoft Word format and PDF) of the final Project Description to the City

Task 2: Applicant-provided Technical Studies Peer Review

The applicant will provide the following studies/assessments:

- Biological Resources Assessment (BRA)
- Aquatic Resources Delineation Report
- Arborist Report
- Cultural and Tribal Cultural Resources Assessment
- Geotechnical Investigation
- Phase I and Phase II Environmental Site Assessment (ESA)
- Hazardous Materials Remediation Plan

FCS will peer review the applicant-prepared studies to evaluate the methodologies used to reach the findings, opinions, and conclusions discussed, with a focus on ensuring that the studies are adequate for purposes of CEQA. FCS will deliver a separate peer review memorandum for each report to the City and applicant that documents the peer review findings. This Scope assumes that the applicant will provide revised studies, which FCS and its teaming partners will peer review for a second time to ensure revisions from the peer review memoranda were incorporated. If additional revisions are required, FCS will deliver a second peer review memorandum, as-needed, for each report. Following receipt of the revised studies, FCS will conduct a final review to confirm that all edits from the peer review memoranda have been implemented. Once the studies are deemed complete by the City, FCS will incorporate the results of the studies, including findings and recommendations, into the Draft EIR.

This Scope assumes review of the draft applicant-prepared studies and up to two revised drafts in response to FCS's comments. If additional rounds of review and revisions are required, any additional peer review would require authorization of additional funds.

Subtask 2.1: Biological Resources Supporting Information Peer Review

FCS will peer review the applicant-provided BRA, Aquatic Resources Delineation Report, and Arborist Report to ensure that the supporting information is prepared according to established industry best practices and

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accurately characterizes the existing conditions at the project site. The information will be reviewed for consistency, completeness, and adequacy for purposes of CEQA. As part of the peer review process, a qualified FCS Biologist will perform a field visit to verify the existing conditions of the project site. FCS will provide a brief peer review memorandum to the City and the applicant that documents the peer review findings. Once the studies are deemed complete by the City, FCS will incorporate the biological resources supporting information and additional information provided from the field visit into the Biological Resources section of the EIR, and this information will be appended to the EIR.

DELIVERABLE:

- Electronic copy (via email in PDF) of the peer review memorandum to the City and the applicant.

Subtask 2.2: Cultural and Tribal Cultural Resources Assessment Peer Review

FCS will peer review the applicant-provided Cultural and Tribal Cultural Resources Assessment to ensure that the supporting information is prepared according to established industry best practices and accurately characterizes the existing conditions at the project site. The information will be reviewed for consistency, completeness, and adequacy for purposes of CEQA. As part of the peer review process, it is assumed that the report is less than two years old and that an updated record search and/or field survey to verify existing conditions of the project site will not be required. FCS will provide a brief peer review memorandum to the City and the applicant that documents the peer review findings. Once the studies are deemed complete by the City, FCS will incorporate the cultural resources supporting information into the Cultural Resources section of the EIR.

DELIVERABLE:

- Electronic copy (via email in PDF) of the peer review memorandum to the City and the applicant.

Subtask 2.3: Hazards and Hazardous Materials Supporting Information Peer Review

Under the direction of FCS, Cameron-Cole, LLC (Cameron-Cole), an ADEC Innovations company, will provide peer review of applicable documents and technical support to the City on matters related to hazardous materials, due diligence, site investigation, and remediation planning. The specific documents subject to this Scope have not yet been identified. As such, the Scope for this task has been prepared to provide a general description of the peer review and technical support Scope for the types of documents that are anticipated for projects of similar scope and size. The level of effort for peer review will be highly dependent on the regulatory oversight agency and the specific documents required to facilitate property redevelopment. Accordingly, a not-to-exceed budget has been established for this effort.

Following receipt of applicant-prepared studies related to Hazards and Hazardous Materials, Cameron-Cole will evaluate the level of effort required to conduct peer reviews. If additional staff hours are required to complete these reviews, FCS will promptly inform the City.

Phase I ESA

Cameron-Cole will review any provided Phase I ESAs for consistency with the ASTM International (ASTM) 1527-21 Standard Practice and the US Environmental Protection Agency (EPA) All Appropriate Inquiries (AAI)

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rule while specifically auditing the risk-areas common to refineries. Specifically, the Phase I ESA review will include the following.

- Under direction of FCS, Cameron-Cole will perform an independent peer review of the provided Phase I ESA report for general conformance with the requirements of *ASTM Standard Practice E1527-21, Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process*.

- The review will consist of an evaluation of the Phase I ESA report and supporting documentation provided by the applicant to assess whether the report's methodology, scope, findings, opinions, and conclusions are generally consistent with ASTM E1527-21 requirements. The review will focus on the completeness of the assessment process, documentation of recognized environmental conditions (RECs), data gaps, historical sources, regulatory records review, site reconnaissance, interviews, and other elements required by ASTM E1527-21.

- Upon completion of the review, Cameron-Cole will prepare a peer review letter summarizing its observations regarding the report's conformance with ASTM E1527-21. The letter will identify any apparent deviations from the standard, significant omissions, limitations, or other matters that may affect the report's compliance with ASTM E1527-21.

- This peer review is limited to an evaluation of the submitted Phase I ESA documentation and does not include additional site visits, interviews, records searches, historical research, regulatory agency contacts, sampling, or other activities typically performed as part of a Phase I ESA.

- The peer review letter is intended solely as an opinion regarding the reviewed report's conformance with ASTM E1527-21. The letter is not a Phase I ESA, is not intended to satisfy the EPA AAI Rule (40 CFR Part 312), does not constitute an environmental due diligence assessment of the subject property, and should not be relied upon as a substitute for a Phase I ESA prepared in accordance with ASTM E1527-21 and AAI requirements.

- Cameron-Cole recognizes that either one Phase I ESA report for the entire property may be provided, or that separate individual Phase I ESA reports for smaller portions of the facility may be provided.

Phase II ESAs/Site Investigation Reports

Cameron-Cole will review any provided Phase II ESAs for consistency with the ASTM E1903 Standard Practice and evaluate whether the sampling scope, field methods, and laboratory data adequately characterize complex process areas and address all RECs. Specifically, the Phase II ESA review will consist of:

1. Verification of Qualification and Independence
2. Review of Scoping and Conceptual Site Model (CSM)
3. Assessment of Fieldwork and Sampling Adequacy
4. Evaluation of Data Interpretation and Standards

Groundwater Monitoring Reports

Cameron-Cole will review any provided Groundwater Monitoring Reports to confirm that the reports adhere strictly to California Water Resources Control Board regulations. Specifically, the Groundwater Monitoring

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Report review will consist of a six-step structured checklist to ensure regulatory compliance, technical accuracy, and sound data interpretation. The six-step structured checklist includes:

1. Regulatory and Permitting Alignment
   a) Compliance checks
   b) Deadline verification
2. Field Methodology and Data Quality Assurance (QA/QC)
   a) Purging and Stabilization
   b) Data Validation
3. Hydrogeologic Interpretation
   a) Potentiometric Surface Maps
   b) Flow Direction and Gradients
4. Contaminant Chemistry and Plume Dynamics
   a) Isoconcentration Maps
   b) Light Non-aqueous Phase Liquid Assessment
   c) Trend Analysis
5. CSM Evaluation
   a) Source-Path Receptor Linkages
   b) Geologic Cross-Sections
6. Remedial System Performance (if applicable)
   a) Capture Zone Analysis
   b) Mass Removal Metrics

Remediation Plans

Remediation Plans describe the measures that will be taken to remediate site contamination issues identified through the site assessment and characterization process. These documents can take many forms including Remedial Action Plans (RAPs), Removal Action Workplans (RAWs), Engineering Cost Estimates, and many others. The specific documents that will be prepared is determined through consultation with the overseeing regulatory agency which has yet to be identified. The specific Scope items for a high-level technical peer review of the RAP or RAW includes:

1. Regulatory and Project Framework Review
2. Site Conceptual Model Evaluation
3. Data Quality and Characterization Review
4. Remedial Technology Evaluation
5. Engineering Design Review
6. Groundwater Modelling Review
7. Risk Assessment and Exposure Control
8. Construction and Implementation Review
9. Long-Term Monitoring and Performance Metrics
10. Cost Estimate Review
11. Uncertainty and Risk Analysis

Technical Support

Cameron-Cole will serve as an ongoing technical resource to the City throughout the environmental review process, providing specialized support as needed through conference calls, virtual meetings, and in-person coordination with City staff, applicants, contractors, and other stakeholders, including at community meetings. Cameron-Cole will assist with regulatory agency coordination and consultation activities, including responding to agency comments, providing technical input, and supporting the resolution of environmental issues. In addition, Cameron-Cole will review and refine applicable Draft EIR mitigation measures, as appropriate, to ensure they are technically sound, feasible, and effective in addressing identified environmental impacts while supporting the City's CEQA compliance objectives.

Deliverables

For each document that is peer reviewed, Cameron-Cole will prepare a peer review memorandum for submittal to the City and the applicant via email in PDF. The peer review memorandum will evaluate the document’s consistency with regulatory guidance and standards and the overall approach to the assessment, site

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characterization, or remedial action. Cameron-Cole will participate in follow-up phone calls with the City to discuss the peer review memorandum findings and to answer any questions. The cost estimate assumes one round of comments to the draft peer review memorandum.

DELIVERABLE:

- Electronic copy (via email in PDF) of the peer review memorandum to the City and the applicant.

Subtask 2.4: Geotechnical Investigation Peer Review

As a subconsultant to FCS, Ninyo & Moore, A SOCOTEC Company (SOCOTEC), will peer review the applicant-prepared geotechnical/geological studies and supporting data for the proposed project. The peer review will focus on whether the available geotechnical information adequately characterizes site conditions and geologic/seismic hazards relevant to the proposed redevelopment and provides technically-appropriate conclusions and recommendations. If the existing studies are found inadequate or additional analysis is warranted, SOCOTEC can prepare a separate Scope and fee for supplemental geotechnical/geological services. The proposed Scope will include the activities listed below:

- Review readily available geologic and seismic literature pertinent to the project area, including geologic maps and reports, regional fault maps, seismic hazard maps, and aerial imagery.
- Review applicant-prepared geotechnical/geological technical reports and supporting data provided by FCS, including the ENGEO Geotechnical Investigation and subsequent related submittals.
- Review pertinent project information provided by FCS, which may include Specific Plan materials, conceptual land-use plans, grading concepts, civil plans, and other geotechnical/geological-related project documents.
- Evaluate whether the investigations, analyses, conclusions, and recommendations are generally consistent with the proposed project, applicable standards of practice, and available geologic/seismic information for the site.
- Review geotechnical considerations relevant to the EIR, as applicable, including seismic ground shaking, fault rupture, liquefaction and related ground deformation, slope instability, settlement, expansive or otherwise unsuitable soils, erosion, grading, and other geologic or soil-related hazards addressed by the applicant's studies.
- Perform up to two rounds of review of the revised applicant-prepared reports and/or responses to comments following issuance of our initial peer-review comments.
- Participate in coordination meetings with FCS, City staff, the applicant, and/or the applicant's consultants, as needed. For budgeting purposes, our fee includes about four hours of Principal Engineer's time for virtual meetings.

DELIVERABLE:

- Electronic copy (via email in PDF) of the peer review memorandum to the City and the applicant.

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FCS

Task 3: Technical Analysis

Subtask 3.1: Air Quality, Greenhouse Gas Emissions and Energy, and Health Risk Assessment

FCS will prepare an air quality, greenhouse gas (GHG) emissions, and energy analysis to evaluate project-related construction and operational activities. The analysis will be provided in a stand-alone technical report with all supporting technical data appended to the report. The air quality, GHG emissions, and energy analysis will quantitatively analyze any development components that are sufficiently defined during finalization of the Project Description.

FCS understands that the extent of demolition activities to be included in the project is subject to further refinement. For purposes of this Scope, FCS assumes that the EIR will include analysis of dismantling and removal of refinery equipment, demolition, and remediation. The scope of demolition activities will be confirmed prior to finalizing the Project Description.

Air Quality Analysis

FCS will prepare an air quality analysis consistent with the requirements of the State CEQA Guidelines and the recommendations of the Bay Area Air Quality Management District (Bay Area Air District) to support the CEQA document. The proposed project would include construction and operational activities that would generate ozone precursor and criteria air pollutant emissions. FCS will use methodologies and guidance from the Bay Area Air District's 2022 CEQA Air Quality Guidelines to model and evaluate the project-level air quality impacts.

Given the scale of the proposed development and anticipated multi-phase buildout, the project-level analysis will evaluate full buildout conditions as well as representative development phasing scenarios to identify the maximum impact condition and overlap in construction and operational emissions. This Scope assumes up to five development phases; if additional phases would be required to be analyzed, it would be achieved under a Change Order and additional fee. The air quality analysis will quantify construction, including demolition and remediation/removal of the refinery, and operational criteria air pollutant emissions using Bay Area Air District-recommended models and methodologies, including the latest version of the California Emissions Estimator Model and other applicable tools. Construction emissions modeling will incorporate the type, intensity, timing, and duration of construction activities, including demolition and remediation, grading, site preparation, building construction, paving, haul trips, and other relevant activities.

Operational emissions will include area sources, mobile sources, stationary sources, and other emissions-generating activities expected to occur at buildout. Mobile-source emissions will be based, in part, on transportation analysis assumptions prepared for the proposed project, while stationary-source emissions associated with emergency generators, industrial equipment, and other applicable sources will be quantified using methodologies and emission factors recommended by the Bay Area Air District, California Air Resources Board (ARB), and the EPA.

FCS will quantify criteria pollutant emissions using the baseline assumptions regarding refinery operations established during Project Initiation and refined in coordination with City staff and the applicant. Emissions will be quantified using Bay Area Air District-reported emissions data and on-road mobile source emissions associated with existing refinery activities. This baseline inventory will then be combined with criteria pollutant emissions estimates for the proposed project to evaluate the net change in emissions resulting from refinery

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operations and project implementation, thereby identifying the project's incremental contribution relative to existing conditions and applicable significance thresholds.

Construction Health Risk Assessment

FCS will prepare a Health Risk Assessment (HRA) to quantitatively evaluate potential health risks associated with emissions of toxic air contaminants (TACs), diesel particulate matter (DPM), and fine particulate matter (PM2.5) generated during construction of the project-level component of the proposed project. Due to the anticipated lengthy demolition and remediation phase, and because the proposed project development is anticipated to be constructed in multiple phases, the HRA will evaluate construction activities under representative phasing scenarios and will also specifically account for situations where completed portions of the project are occupied while construction of subsequent phases remains ongoing. This Scope assumes up to five development phases (demolition and remediation/removal would be considered as one phase); if additional phases would be required to be analyzed, it would be achieved under a Change Order and additional fee. The HRA will evaluate impacts to both existing off-site receptors and future on-site receptors, including residential, worker, school, and other sensitive receptor locations, as applicable.

The following tasks will be required for the construction HRA:

- Define sensitive receptor types and identify all applicable existing and future on-site and off-site receptor locations.
- Identify relevant federal, State, and local regulations, significance thresholds, and HRA methodologies.
- Identify applicable Office of Environmental Health Hazard Assessment (OEHHA) and Bay Area Air District cancer risk, chronic hazard, acute hazard, and PM2.5 exposure criteria.
- Quantify DPM and PM2.5 emissions from on-site construction equipment and activities based on the construction emissions inventory.
- Quantify DPM and PM2.5 emissions from off-site haul trucks occurring within the applicable study area (1,000 feet).
- Develop representative construction and occupancy overlap exposure scenarios to identify the maximum impact condition.
- Utilize accepted air dispersion modeling tools, including AERMOD, to estimate pollutant concentrations at receptor locations.
- Use HARP2 to calculate cancer risks, chronic and acute hazard indices, and PM2.5 concentrations at receptor locations consistent with OEHHA guidance and applicable Bay Area Air District methodologies.
- Compare resulting impacts to project-specific and cumulative significance thresholds and identify mitigation measures, if warranted.

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Operational Health Risk Assessment

Because the proposed project includes industrial land uses that have the potential to generate TAC emissions and diesel-related exposure risks, FCS will also prepare a quantitative operational HRA. The operational HRA will evaluate emissions associated with truck traffic, truck idling, loading and unloading operations, on-site circulation, transport refrigeration units (TRUs) (if applicable), emergency generators, industrial equipment, and other reasonably foreseeable operational emission sources that are identified in the Project Description. The operational HRA will evaluate impacts to existing off-site receptors as well as future on-site receptors that could be exposed to operational emissions at project buildout. As part of the operational HRA, FCS will:

- Define sensitive receptor types and identify all applicable existing and future on-site and off-site receptor locations.
- Identify relevant federal, State, and local regulations, significance thresholds, and HRA methodologies.
- Identify applicable OEHHA and Bay Area Air District cancer risk, chronic hazard, acute hazard, and PM2.5 exposure criteria.
- Quantify DPM and PM2.5 emissions from on-site truck travel, idling, loading and unloading, circulation, and TRUs (if applicable), emergency generators, industrial equipment, and any other on-site equipment identified.
- Quantify DPM and PM2.5 emissions from off-site trucks and/or TRUs (if applicable) occurring within the applicable study area (1,000 feet).
- Utilize accepted air dispersion modeling tools, including AERMOD, to estimate pollutant concentrations at receptor locations.
- Use HARP2 to calculate cancer risks, chronic and acute hazard indices, and PM2.5 concentrations at receptor locations consistent with OEHHA guidance and applicable Bay Area Air District methodologies.
- Compare resulting impacts to project-specific and cumulative significance thresholds and identify mitigation measures, if warranted.

Greenhouse Gas Emissions Analysis

FCS will quantify project-related construction and operational GHG emissions using assumptions and methodologies consistent with the air quality analysis. The GHG analysis will evaluate emissions associated with construction activities, vehicle trips, area sources, energy consumption, water consumption, solid waste generation, refrigerants, and other applicable emission sources. Construction-related GHG emissions will be amortized over the life of the project consistent with Bay Area Air District guidance and incorporated into the overall project GHG inventory.

FCS will quantify GHG emissions for the baseline assumptions regarding refinery operations established during Project Initiation and refined in coordination with the applicant and City staff. Baseline GHG emissions will be derived from facility-specific GHG reporting data and other available operational information such as data from ARB and Cap and Trade. This baseline GHG inventory will then be combined with GHG emissions estimates

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for the proposed project to evaluate the net change in emissions resulting from refinery operations and project implementation.

Because the proposed project includes a mix of residential, commercial, industrial, and other land use components, FCS will evaluate GHG impacts using the applicable significance thresholds appropriate for each project component. As appropriate, individual project components may be evaluated separately against applicable thresholds, screening criteria, or performance standards established by the Bay Area Air District and/or the City. For example, residential, commercial, mixed-use, and industrial land use components may be assessed independently to determine consistency with applicable GHG reduction strategies, efficiency metrics, design requirements, and significance thresholds before considering cumulative project-level emissions. The analysis will identify the applicable threshold methodology for each land use category and provide a clear explanation of how project-specific and cumulative significance determinations are made. Mitigation measures will be identified and quantified, as necessary.

Pursuant to CEQA Guidelines Appendix G, FCS will also evaluate consistency with applicable federal, State, regional, and local climate policies, General Plan policies, and applicable Bay Area Air District guidance. The analysis will evaluate project consistency with California's long-term climate targets, including achievement of carbon neutrality by 2045, and will incorporate current CEQA guidance and applicable case law regarding GHG significance determinations. Additional project design features, performance standards, or mitigation measures will be identified, as necessary.

Energy Analysis

FCS will provide an analysis of energy impacts consistent with the CEQA Guidelines Appendix F Energy analysis requirements. The energy analysis will summarize relevant federal, State, and local regulations and policies that address energy consumption and demand, alternative fuels, and nonrenewable resources to determine whether the proposed project would conflict with or obstruct any required policies or mandatory measures related to energy conservation. Using the model inputs and assumptions associated with the air quality and GHG emissions analyses, FCS will provide energy consumption estimates associated with the construction and operation of the project, including baseline energy use and net new energy use from implementation of the proposed project. The energy analysis will consider project design features that may affect the energy efficiency of the proposed project.

Data Needs and Assumptions

FCS will prepare and submit a Request for Information (RFI) for the applicant to provide all necessary construction and operational parameters, traffic data, and client-approved Project Description which are required for modeling. The City and applicant will execute a scoping agreement with FCS to obtain concurrence on key modeling assumptions, methodologies, inputs, and significance evaluation procedures prior to FCS conducting any modeling. The air quality, GHG emissions, and energy analysis will be completed within 16 weeks of receipt of the scoping agreement. If modifications are made such that the parameters detailed in the scoping agreement change, that would trigger re-modeling that would be accomplished as an additional service not included in this Scope.

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Technical Report

FCS will provide this analysis in the form of a technical report. The report will comply with the City's guidance. FCS will respond to two sets of consolidated, vetted comments (with tracked changes in the Microsoft Word document) on the draft document and prepare a final report.

DELIVERABLES:

- Electronic copy (via email or Dropbox in Microsoft Word format and PDF) of the first and second draft Air Quality, GHG Emissions, and Energy Analysis report.
- Electronic copy (via email or Dropbox in PDF) of the final Air Quality, GHG Emissions, and Energy Analysis report.

Subtask 3.2: Noise and Vibration Analysis

FCS will complete a noise analysis that will include an evaluation of short-term (construction) and long-term (operation) noise impacts to satisfy the City's noise impact analysis requirements. The analysis will be provided in a stand-alone technical report with all supporting technical data appended to the report. The analysis will require the following tasks.

Compile and Summarize Background Information

The general characteristics of sound and the categories of audible noise will be described. The regulatory framework related to noise, including applicable federal, State, and City plans, policies, and standards, will be summarized. The existing ambient environmental conditions will be documented through an ambient noise monitoring effort. Two long-term and up to five short-term ambient noise measurements will be taken to document the existing daytime ambient noise conditions in the project vicinity.

Construction Noise and Vibration Impact Analysis

Construction would involve the short-term operation of heavy equipment in the vicinity of sensitive receptor land uses. EPA-recommended noise emission levels will be used for the construction equipment. The noise analysis will identify the closest noise sensitive receptors to the proposed development construction footprint, quantify potential construction noise impacts in comparison to the City's Noise Ordinance specifications, and determine whether construction would result in a substantial temporary increase in ambient noise levels as measured at these receptors.

FCS will also analyze potential vibration impacts from construction activities associated with development that could occur with implementation of the proposed project. FCS will utilize the methodology and thresholds contained in the Transit Noise and Vibration Impact Assessment Manual prepared by the Federal Transit Administration for determining construction-related groundborne vibration impacts.

Operational Noise Impact Analysis

A quantitative assessment of long-term operational noise impacts will be performed. Project-related traffic noise impacts will be determined based on whether the proposed project would generate a substantial permanent increase in traffic noise levels in the project vicinity in excess of standards established in the City's General Plan or Noise Ordinance.

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Potential noise impacts from project-related stationary noise sources, such as new mechanical system operations, parking lot and truck loading/unloading activities, will also be evaluated to determine if the proposed project would generate a substantial permanent increase in ambient noise levels in excess of the City's operational noise performance standards.

Relevant mitigation measures will be identified to reduce potential noise impacts from future development.

Airport Noise Impact Analysis

A qualitative assessment of airport noise impacts will also be evaluated to identify whether the project would expose people residing or working in the project area to excessive airport noise levels. The analysis will identify whether the project site lies outside of the Airport Land Use Compatibility Plan identified noise contours which are considered compatible with the City's noise land use compatibility standards for the proposed land use.

Data Needs and Assumptions

FCS will prepare and submit an RFI for the applicant to provide all necessary construction and operational parameters required for modeling. This analysis will be completed within eight weeks of receipt of the necessary project data and the City-approved Project Description. If changes are made to the Project Description that would require re-modeling for the above Scope, the re-modeling would be accomplished as an additional service not included in this Scope.

Technical Report

FCS will provide this analysis in the form of a technical report. The report will comply with the City's guidance. FCS will respond to two sets of consolidated, vetted comments (with tracked changes in the Microsoft Word document) on the draft document and prepare a final report.

DELIVERABLES:

- Electronic copy (via email or Dropbox in Microsoft Word format and PDF) of the first and second draft Noise and Vibration Analysis.
- Electronic copy (via email or Dropbox in PDF) of the Noise and Vibration Impact Analysis.

Subtask 3.3: Transportation and Wildfire Evacuation Analysis

Kittelson & Associates, Inc. (Kittelson), as a subconsultant to FCS, will prepare a Transportation Analysis for the proposed project. The transportation Scope includes three phases: (1) CEQA evaluation; (2) Local Transportation Analysis; and (3) Evacuation Analysis. The tasks for each of these elements are described below.

Subtask 3.3.1: CEQA Transportation Analysis

Kittelson will document the existing transportation conditions for the proposed project study area. The documentation will include maps and text describing:

- Existing and planned roads
- Existing and planned transit service
- Existing and planned bicycle facilities

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- Existing and planned pedestrian facilities
- Existing and planned freight facilities and operations

To assess CEQA impacts, Kittelson will address the four CEQA checklist questions for transportation including:

a) Would the project conflict with a program, plan, ordinance, or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities?

b) Would the project conflict with or be inconsistent with CEQA Guideline section 15064.3, subdivision (b)?

c) Would the project substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?

d) Would the proposed project result in inadequate emergency access?

Question b relates to Vehicle Miles Traveled (VMT) and Senate Bill (SB) 743 legislation. Specific metrics for impact analysis will be confirmed with the City and the Solano Transportation Authority (STA). The VMT analysis will calculate the project-generated VMT (per capita, per employee, total VMT per service population) using the Napa-Solano Travel Model compared to base year conditions. The project VMT statistics will be compared to Solano County's (County's) regional VMT for base year conditions. Per State of California guidance, a significant project generated VMT impact would occur if the project's VMT per capita or per employee exceeds a specified percent (typically 15 percent) below the existing countywide averages or a net increase in VMT for retail. In the case of a significant VMT impact, appropriate mitigation measures to offset the VMT impacts will be recommended based on discussion with City staff.

The existing conditions evaluation, findings of the VMT analysis, and documentation on the other three CEQA questions will be detailed in a technical memorandum that focuses on CEQA topics to help expedite the EIR process as the LTA is being completed. A draft technical memorandum will be submitted for one round of review. Comments will be consolidated and incorporated into the final technical memorandum.

Subtask 3.3.2: Local Transportation Analysis

The LTA for the proposed project will be prepared to answer non-CEQA transportation questions of interest to the City, the California Department of Transportation (Caltrans), and other participating parties. The LTA will address existing traffic conditions, future traffic forecasts, and project-related operational deficiencies and improvements.

SCOPING AGREEMENT MEMORANDUM

Prior to preparation of the LTA, Kittelson will prepare a scoping agreement memorandum for submittal to the City with potential distribution to other parties such as Caltrans. This will enable the Scope to be finalized at the outset of the project. Kittelson will develop initial estimates of weekday a.m. and p.m. peak-hour trip generation for the project. The trip generation will be developed using rates from the most current Institute of Transportation Engineers (ITE) *Trip Generation Manual*. The trip generation will be distributed to the road network using estimates from the Napa-Solano Travel Model. Based on the assigned traffic, study intersections will be selected based on the criteria to study intersections where the project would add 100 or more peak-hour trips. Kittelson has assumed the total number of intersections that will be studied will not exceed 25 intersections for scoping purposes.

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In addition to identifying the study intersections, the scoping agreement will identify the proposed scenarios for analysis, analysis software and methodology, and any assumptions that will be made.

This Scope assumes that the following four scenarios will be analyzed:

1. Existing Conditions
2. Existing Plus Project Conditions
3. Cumulative Without Project Conditions
4. Cumulative Plus Project Conditions

Kittelson has allocated budget to completing one draft scoping agreement and a final scoping agreement. Based on discussions with the City, the comments from other parties will be incorporated as appropriate and a final scoping agreement has been completed.

DATA COLLECTION

Based on the finalized scoping agreement, the following data collection will be performed:

- Kittelson will contract with a data collection firm to collect intersection turn movement counts (vehicles, pedestrians, and bicycles) for the a.m. (7 to 9) and p.m. (4 to 6) peak periods on a typical midweek day when schools are in session at the study intersections identified. Up to 25 intersections are assumed in this Scope.

- A site visit will be performed by Kittelson to gather information on lane configurations and to observe operations in the field.

- Crash data for the study area from the most current five-year period will be compiled from State of California sources.

- Kittelson will work with the various jurisdictions to acquire the following:

    - Signal timing sheets for study intersections from the City, Caltrans, and the County as appropriate.
    - A list of approved and reasonably foreseeable projects in the vicinity of the proposed project. For projects identified, Kittelson will work with the appropriate jurisdiction to acquire data on trip generation and distribution so that these projects can be included in the cumulative analysis.

PROJECT TRAFFIC ESTIMATES

Kittelson will determine the trip generation and distribution of the proposed project for daily traffic, a.m. and p.m. peak hours. Trip generation will be developed using rates from the ITE *Trip Generation Manual*. Project trips will be distributed based on select zone runs developed using the Solano-Napa Travel Model and in consultation with City staff. The project trip assignment at study intersections will be based on the travel model select zone analysis and local understanding.

TRAFFIC OPERATIONS ANALYSIS

Effects of the project on traffic operations will be evaluated by adding the project trip assignment to the corresponding conditions without the project.

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Traffic conditions will be examined for the weekday a.m. and p.m. peak-hour conditions for up to 25 study intersections for four scenarios. The a.m. peak hour is defined as the one hour of highest traffic volumes occurring between 7:00 a.m. and 9:00 a.m. The p.m. peak hour is the one hour of highest traffic volumes occurring between 4:00 p.m. and 6:00 p.m.

The intersection Level of Service (LOS) for each scenario will be calculated using the methodologies and tools outlined in the final scoping agreement memorandum. Intersection LOS without the project will be compared to the intersection LOS with the project for each of the analysis scenarios to determine operational deficiencies. Should deficiencies be found, recommendations for improvements will be made to offset these deficiencies. Improvements may include intersection turn lanes, signalization, and segment lane additions.

A peak hour signal warrant analysis will be completed for each unsignalized study intersection for each scenario.

Intersection performance measures that will be documented for each scenario include delay, volume to capacity ratio, and LOS. Additionally, 95th percentile queues will be summarized for critical lane groups at each intersection (typically turn pockets) using the methodologies of the Highway Capacity Manual (HCM) 7th Edition.

Caltrans has been requesting freeway ramp queuing analysis at interchanges that would be influenced by the project to identify potential traffic safety impacts. The evaluation of the project's effects will include a review of the speed differential between the exit ramps queue and the mainline of the freeway during the same peak hour study period. The analysis will be performed as per the Caltrans *Interim Land Development and Intergovernmental Review Safety Review Practitioners Guidance*, dated July 2020. The analysis will be conducted using HCM 7 methodologies and the Highway Capacity Software. For purposes of this Scope, up to three interchanges would be included as part of the analysis. If additional interchanges are required to be included in the analysis, the Scope and budget needs to be modified accordingly.

SITE ACCESS AND CIRCULATION

The proposed Specific Plan will typically not include a precise layout of all transportation infrastructure. For purposes of this Scope, Kittelson will evaluate intersection sight distance, access locations, and distance of proposed primary access points from nearby intersections, bicycle and pedestrian paths of travel, and other issues after discussions with City staff based on site plans provided by the applicant.

DOCUMENTATION

Kittelson will document the findings of the LTA in a draft report that details methodologies, existing conditions, near-term and cumulative year conditions, operational deficiencies, recommended improvements, and the project contribution to these improvements. This Scope and budget includes two rounds of review/revision of the LTA to address comments. Additional rounds of review/revision or provision of copies in excess of that stated in this proposal will require an amendment to this Scope and cost estimate. Upon revision, the final LTA report will be submitted to the City.

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Subtask 3.3.3: Evacuation Analysis

DEFINE EVACUATION EVENTS

Kittelson will analyze up to three evacuation event scenarios. The evacuation routes would include highways and streets which would provide access to safe designated evacuation points. All evacuation scenarios, routes, and assumptions will be verified with the project team and County staff, including fire and emergency staff, before proceeding with the analysis. Kittelson will prepare a technical memorandum documenting the evacuation routes, scenarios, impacted areas, and likely destinations.

The evacuation events will be used to understand if and where surrounding residents would evacuate in an emergency. Kittelson will prepare draft and final maps to illustrate the evacuation areas affected in each event.

EVACUATION ANALYSIS SCENARIOS

The evacuation analysis will be conducted for the following two scenarios for each of the three evacuation events:

- Existing Baseline weekday conditions, where the project has not been developed and no new project trips are added to the roadway during an evacuation.
- Existing + Project weekday conditions, where the project is developed and residents, employees, and/or visitors are entering the roadway combined with other weekday peak hour traffic during an evacuation.

The study area and all evacuation scenarios and assumptions will be confirmed with City and emergency responder staff. If additional scenarios are requested, Kittelson may request a contract augment. Kittelson will attend up to one, one-hour virtual meeting with staff and participating agencies to discuss evacuation analysis assumptions. Additional discussion of evacuation analysis assumptions can be covered during the seven meetings identified in Subtask 3.3.4 below.

Kittelson will conservatively estimate the evacuation scenario traffic volumes for use in the analysis which is weekday PM traffic (4 to 6 PM), as background traffic is at its peak during these hours. Kittelson will assume that up to two vehicles per residential household would be used for evacuation. Kittelson will use Sonoma County land use data to develop evacuating vehicles for non-residential uses. For non-project evacuation traffic, US Census data will be used to determine auto-ownership information and persons per household that could affect the number of vehicles per household used during an evacuation event for areas outside the project.

ROAD CAPACITY ANALYSIS

Kittelson will apply the Solano-Napa Transportation Model maintained by the STA to the project area and surrounding roadway network for the evacuation analysis. Kittelson will check to ensure that the model correctly reflects the roadway network in the project area.

Within the travel model, the calculated evacuation trips will be substituted for the normal weekday peak hour origins and destinations within the study area. The revised trips, including all normal peak hour trips outside the evacuation area, will then be assigned to the available road network.

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Kittelson will compare the results of the capacity and travel time analyses between the baseline and project conditions to assess the level of impact the project would have on the roadway network during each evacuation scenario.

Kittelson will prepare maps showing road segments which would be expected to be near capacity, at capacity, or over capacity for each evacuation scenario.

Kittelson will evaluate the travel times during an evacuation event by using the travel model estimations of congested times for key origin-destination pairs. The evacuation destinations will represent the edge of the evacuation area where evacuees can be assumed to be out of danger. This Scope and budget assumes reporting for up to three origin areas.

MITIGATION

If there would be significant differences in congestion or travel times with the project compared to evacuation conditions without the project, mitigation measures will be proposed to ensure that all portions of the study area can be evacuated safely. These may include alternative evacuation routes, temporary traffic control measures, or other mitigation measures. If the analysis determines that no difference in evacuation time would result from project implementation, mitigation would not be required.

EVACUATION ANALYSIS MEMORANDUM

Kittelson will prepare a draft technical memorandum, incorporating the data, assumptions, methodology, and results from the evacuation analysis. Kittelson will incorporate one round of consolidated and non-contradictory set of comments on the memorandum and prepare and submit a final technical memorandum. All deliverables will be submitted electronically (in PDF).

Subtask 3.3.4: Transportation Project Management and Hearings

Kittelson has budgeted for up to three virtual meetings to discuss the scoping agreement, including conversations with neighboring jurisdictions (Caltrans, the City, and the County) as needed. We have also budgeted for up to four virtual meetings with City staff to discuss the LTA and findings. This task includes general project management including coordination with FCS, internal coordination, monthly billings, and other tasks. In addition to the meetings already identified in other tasks, this task also includes up to three more meetings to discuss any other aspects of the project.

Kittelson will attend up to three public meetings related to the project, including Planning Commission hearings and City Council meetings. This task includes budget for one Kittelson staff member to attend public meetings. Attendance at additional meetings can be added to the Scope as additional services and cost.

Subtask 3.4: Water Supply Assessment

Zanjero LLC (Zanjero), as a subconsultant to FCS, will prepare a Water Supply Assessment (WSA) in compliance with California Water Code (Water Code) Section 10910 et seq., Cal. Code Regs. Tit. 14, § 15155. The Scope outlines the activities necessary to prepare the WSA, and tiers from the ongoing water supply and management work Zanjero is currently preparing.

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Develop Water Demand and Supply Characterization

This task will analyze the projected water demands for the proposed project as well as for all existing and planned future uses served by the City (as required by Water Code §10910 et. seq). The task will characterize the City's water supplies anticipated to meet the project-specific demands as well of those of existing customers, other planned projects, and anticipated growth within the City's existing or planned service area. The City's updated 2025 Urban Water Management Plan (UWMP) and updated Annual Assessments will provide the fundamental information for the water supply analysis and be a foundational basis for the City's demand forecasts.

Demand elements will include: (1) defining and using unit demand factors to determine project demands; (2) using the 2025 UWMP and 2025 and 2026 Annual Assessments to characterize future demands for at least a 20 year planning horizon; (3) adjusting potential future uses that are identified as varying from the existing estimates (such as changed industrial uses); and (4) identifying potential changes from the most recent available and applicable related land-use documents.

The supply analysis will include an assessment of available water assets including the City's water rights and entitlements, as well as contracts with neighboring agencies. The supplies will be projected to align with existing regulatory and legal constraints as well as applicable changed hydrological conditions. The WSA will integrate the new applicable documents.

Zanjero will participate in all communications necessary to assure the strategies to serve the project are well understood and sufficiently documented. This will include one work session with City staff at the City's offices.

Prepare Sufficiency Analysis

Using the 2025 UWMP and the as the foundation, Zanjero will assess the sufficiency of planned water supplies to serve the project based on the information developed in the task above. The analysis of future conditions will include determinations of whether sufficient water exists for the project for conditions at least 20 years into the future. Using representations of supplies from the previous task, along with other pertinent data, the analysis will look at demand and supply conditions under normal, single dry, and multiple dry year conditions.

Zanjero will develop conclusions regarding the sufficiency of the supply as needed to satisfy the requirements of Water Code §10910. These conclusions will be discussed with the City and the project proponent and further adjusted to assure reliability representations are consistent with the City's capabilities to serve.

Draft SB 610 WSA Documents

Zanjero will prepare a WSA based upon the substantive and procedural requirements of Water Code §10910 et seq. that incorporate all relevant data, as well as the findings from the sufficiency analysis in the previous task. The WSA will be written from the perspective of the City, which will be the water purveyor for the project and the entity responsible for CEQA compliance.

This task may also include development of measures or other water management strategies to offset any potential shortfalls, or to otherwise aid in the assurance of long-term reliability of water resources as may be needed to serve the project. Any such measures or strategies will reflect the City's current policies or directions (e.g. such as water shortage contingency plans and use of recycled water as may be applicable).

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This task will include preparing an administrative draft WSA, a public draft WSA for public review and City adoption, and a final adopted WSA reflecting any changes to the public draft WSA. Extensive interaction with the City and the project proponent is anticipated during drafting to assure that the WSA adequately represents the project and strategies for supplying water.

Respond to Comments on the WSA

Zanjero will review with the City any potential public comments to the public draft WSA. Zanjero will develop comment response strategies with the City and its legal counsel, if necessary as they apply to the WSA. At the direction of the City, Zanjero will prepare two rounds of written responses to comments and incorporate changes to the draft WSA document before finalizing as needed.

The level of effort for this task is estimated, assuming that responses will be prepared for approximately no more than five substantive comment topics with master responses (comments from City staff and the project proponent will be addressed but do not require responses).

Presentations to the City and Stakeholders for WSA Adoption

Zanjero will prepare for and attend a public meeting at the City for consideration and adoption of the project WSA. Zanjero will be prepared to respond to questions and make formal presentations as directed. This meeting will require travel to the City's offices for a City Council meeting.

Project Management, Communications, and Quality Control

Zanjero will provide project management, client communications, and other administrative functions as necessary to efficiently complete the tasks outlined above. For QA/QC purposes, a senior-level staff member will peer review the public draft WSA prior to release.

Assist with Representing the WSA in Specific Plan EIR

At the direction of the project proponent and the City, Zanjero will assist with preparing the relevant CEQA documentation representing the WSA details and determinations in the EIR. This task anticipates only limited communications with the EIR consultant, review and commenting on materials prepared, and limited drafting of text to support the EIR. This task does not include assisting with developing and documenting water supply alternatives, as may be required in association with the California Supreme Court's *Vineyard* decision, or reviewing or drafting responses to public comments on the draft EIR. Zanjero is available to provide those services through augmentation of this contract.

Schedule

Zanjero anticipates that the administrative draft of the WSA will be delivered as an electronic version to the City within 20 weeks of a notice to proceed, and potentially sooner. Completion of the administrative draft on this schedule is based on Zanjero's understanding that: (1) documentation characterizing the City's water supplies are adequate for the WSA; and (2) pertinent documentation including project-specific land-use descriptions and maps are provided and remain consistent through the life of the WSA preparation.

Zanjero anticipates completing the Public Draft WSA within two weeks of receiving comments on the Administrative Draft. However, timing of delivery of the Public Draft WSA will depend on the timeliness of review by the City and the project proponent, as well as the time needed for subsequent document

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refinements, as necessary. Following the Public Draft, Zanjero anticipates limited efforts to prepare the final WSA for inclusion in the project's CEQA compliance documents. Zanjero will prepare materials for a public meeting with the City Council.

Subtask 3.5: Utility Capacity Assessments

DCCM, as a subconsultant to FCS, would conduct an engineering evaluation of the utility service demands expected to be placed on the City's water, sewer, and drainage utilities as a result of the proposed project. DCCM would work closely with the City's Public Works Department on the preparation of utility modeling and evaluations. As this project is also being contemplated at the same time as the proposed rezoning of Rose Estates, DCCM will prepare an analysis of cumulative impacts as well as the impacts from this project alone. DCCM will therefore use the same basis for evaluation of the utility impacts we used for Rose Estates, including using a modified version of the City's 2010 sewer collection system model.

DCCM understands that the City's primary goal is to identify any deficiencies in the City's utility systems that are required to serve the project at buildout. These utility systems are comprised of raw water pump stations and pipelines, water treatment system, water distribution system, sewer collection system, and sewer treatment plant. Except as noted below, we have assumed that no modeling of water and sewer systems will be required to complete our assessment. DCCM understands that evaluating the adequacy of the City's water supplies to serve the proposed project will be performed by Zanjero, who will supply the results of their evaluation, to be used by DCCM to identify and deficiencies in the raw water supply pipelines and pump stations.

Subtask 3.5.1: Meetings, Data Gathering, Project Management, and Direct Costs

DCCM will attend a kickoff meeting with FCS and City staff to establish lines of communication and discuss the roles of our project team members. We propose holding brief (one-hour maximum), bi-weekly meetings with the City and/or FCS to review our progress with the City team, to discuss upcoming work tasks, and discuss questions regarding near-term action items. We also plan to hold meetings with the City Fire Marshall, Public Works, and Community Development staff to ensure that our characterization of the proposed development is accurate and consistent with that of the City and that we understand the City's fire demand scenarios.

As part of this task, DCCM will also gather and review City infrastructure maps and record drawings, Engineering Design and Construction Standards, Water Master Plan, Wastewater Master Plan, UWMP, and General Plan. In addition to processing all contract-related invoices and addressing all contract related issues, DCCM's Project Manager will also prepare monthly budget and schedule updates to show our status on the work.

Subtask 3.5.2 Assessment of Raw Water Delivery Capacity

This task will involve the evaluation of the City's raw water pipeline and pump stations located in the City of Fairfield to deliver the raw water required from the Solano Project and State Water Project sources to meet the needs of the project.

DCCM will begin this task by gathering record drawings and logs for the pump stations and raw water supply lines, and will use this information to determine the anticipated maximum capacity of each of these pump stations. DCCM will also gather all available monthly and annual reports from the City's water treatment plant and raw water customers. This information will be used to estimate the maximum delivery capacity of the City's raw water system(s), and will then compare this capacity of the existing system to the total anticipated

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maximum water system demands for the City at buildout as determined by Zanjero or other City consultants. Our comparison of capacity with demand will be conducted for the project alone, as well as for the project plus the proposed Rose Estates. Any deficiencies will be identified and potential mitigation(s) recommended.

Subtask 3.5.3 Assessment of Potable Water Capacity

We will start this task by meeting with City water treatment staff to review the current plant condition and capacity as well as on-site raw and treated water storage capacities. We will use this information along with the information in the City's Water Master Plan to determine the maximum treatment capacity of the City's water treatment plant. We will compare this capacity to the total anticipated maximum water system demands for the City at buildout of the General Plan with the project added and identify any capacity constraints in the water treatment system. We will then identify the water storage and water transmission facilities or other mitigations required to meet the City's service requirements for the project. Our comparison of capacity with demand will be conducted for the project alone, as well as for the project plus General Plan buildout, and reasonably foreseeable projects, including the proposed Rose Estates project.

Subtask 3.5.4 Assessment of Sewer Treatment and Collection System Capacity

Similar to Water Capacity Analyses above, DCCM will meet with the City's wastewater treatment staff to review the current plant condition and capacity. We will use this information along with the information in the City's Wastewater Master Plan to determine the maximum treatment capacity of the City's wastewater treatment plant. DCCM will compare this capacity to the total anticipated maximum wastewater system demands for the City at buildout with the project added and identify any capacity constraints in the wastewater treatment system for the project alone, as well as for the project plus Rose Estates.

This task will also involve modeling the portion of the sewer collection system affected by the project. The City's existing SWMM sewer model will be revised to add the project, and then model the affected gravity and pressure lines to determine their adequacy and if upsizing is required, the extent of the improvements needed. Modeling will include both dry weather and wet weather scenarios for both the existing and buildout conditions. DCCM will identify impacts and potential mitigations for both the project alone as well as for the project plus General Plan buildout, and reasonably foreseeable projects, including the proposed Rose Estates project.

Subtask 3.5.5 Assessment of Stormwater System Capacity and Impacts

For this task, DCCM has assumed that they will be reviewing a submittal from the applicant regarding their proposed stormwater system for the project. Further, DCCM assumes they will be reviewing a submittal package for stormwater from the applicant for Rose Estates. DCCM's work under this task anticipates a meeting with FCS and City staff to discuss the stormwater improvements proposed for the project and Rose Estates, followed by review and evaluation of the applicant's proposed drainage system improvements and the cumulative drainage impacts of both developments. DCCM will perform a high-level engineering review of the overall drainage approach, existing and proposed drainage patterns, potential downstream impacts, and the relationship to the larger Sulphur Springs Creek watershed for both the Valero and the cumulative General Plan buildout, and reasonably foreseeable projects, including the proposed Rose Estates project. DCCM will identify potential impacts and recommend potential mitigations for those impacts.

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Subtask 3.5.6 Project Report

DCCM will prepare a technical memorandum documenting our findings for each utility system. The report will identify anticipated utility impacts for both the project as well as the project plus cumulative development. DCCM will meet with the City and FCS to present a draft of our report for their review. Once the review is complete, we will revise the draft report as necessary to address all comments and produce a final version.

Subtask 3.5.7 Review Applicant Utility Submittals

This task would provide for review and comment on any utility plans or studies submitted by the applicant within the Scope of our utility review. This Scope assumes the review of up to three submittals and have assumed up to three reviews of each submittal.

Task 4: Notice of Preparation and Scoping Meeting

FCS will prepare a draft Notice of Preparation (NOP) in accordance with CEQA Guidelines Section 15082. The NOP will identify the project location, provide a summary of the project characteristics, and list probable environmental effects, supported by tables and color graphics. The NOP will identify any resource categories or topical areas that can be "scoped out" pursuant to Section 15143 given the location and context of the project site. This Scope assumes that an Initial Study will not be prepared.

FCS will submit the draft NOP to the City. It is assumed that the City will provide one set of consolidated, vetted comments (with tracked changes in the Microsoft Word document) on the draft NOP to FCS within two weeks of submittal. Once FCS receives these comments, FCS will complete revisions and prepare an NOP for public review. FCS will submit the NOP and accompanying Notice of Completion (NOC) to the State Clearinghouse (SCH) electronically.

FCS will also distribute the NOP to public agencies and private parties, including interested parties and property owners within a 500-foot radius of the project boundary. It is assumed that the City would provide the list of interested parties and radius mailing for FCS use. This Scope assumes approximately 250 addresses on the mailing list, including up to 20 addresses requiring certified mailing.

DELIVERABLES:

- Electronic copy (via Dropbox in Microsoft Word format and PDF) of the Draft NOP to the City.
- Electronic copy (via Dropbox in PDF) of the NOP to the City.
- Electronic copy (via CEQAnet) of the NOP and NOC to the SCH.

Subtask 4.1: Public Scoping Meeting

Following release of the NOP, FCS will coordinate with City staff to prepare for and facilitate a public scoping meeting within the 30-day public review period. It is assumed that the public scoping meeting will be conducted in-person. FCS will prepare a presentation that provides an overview of the CEQA process, highlighting opportunities for public input throughout preparation of the EIR. Additionally, the presentation will highlight key components of the proposed project, with supporting graphics as-needed.

Following the presentation, FCS will monitor comments received, answer questions as directed by City staff, and, following the meeting, provide a summary of public comments regarding any environmental concerns

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raised. Input will be used to focus the issues to be addressed in the Draft EIR. The summary of verbal comments and the written comment letters will be appended to the Draft EIR. A summary of the verbal and written comments will be included in the Introduction section of the Draft EIR.

Task 5: Tribal Consultation Support

At the City's request, FCS will draft notification letters, using the City's letterhead, to initiate tribal consultation on the City's behalf pursuant to SB 18 and Assembly Bill (AB) 52. This Scope covers FCS attendance at up to six virtual meetings with the City and Tribal Representatives. FCS will prioritize government-to-government communication and will coordinate closely with the City to ensure consistency and sensitivity in outreach, as well as remain responsive to tribal preferences regarding communication methods, confidentiality, and cultural protocols. It is also assumed that 50 staff hours will be sufficient to complete this task. If additional meetings or coordination become necessary, FCS will inform the City of funds required for ongoing tribal consultation support.

DELIVERABLES:

- Electronic copy (via Dropbox in Microsoft Word format and PDF) of the draft AB 52 and SB18 notification letters to the City.
- Electronic copy (via Dropbox in Microsoft Word format and PDF) of the final AB 52 and SB18 notification letters to the City.

Task 6: First Administrative Draft EIR

FCS will prepare the Administrative Draft EIR in accordance with the applicable requirements contained in CEQA Guidelines Sections 15120 through 15132. The document will identify potentially significant impacts, feasible mitigation measures, and the residual significance after mitigation has been implemented. The Administrative Draft EIR will include narrative text, tables, exhibits, and technical appendices. The contents of the Administrative Draft EIR are listed as follows:

- Executive Summary
- Introduction
- Project Description
- Environmental Impact Analysis
- Aesthetics
- Agriculture and Forestry Resources
- Air Quality
- Biological Resources
- Cultural Resources
- Energy
- Geology and Soils
- GHG Emissions
- Hazards and Hazardous Materials
- Hydrology and Water Quality
- Land Use and Planning
- Mineral Resources
- Population and Housing
- Public Services
- Transportation
- Tribal Cultural Resources
- Utilities and Service Systems
- Wildfire
- Alternatives
- Other CEQA Considerations
- Effects Found Not To Be Significant
- List of Preparers and Contributors
- Technical Appendices

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Cumulative Effects

FCS will describe the reasonably foreseeable projects within a City-approved defined study area that may result in cumulative impacts associated with the proposed project. FCS anticipates the cumulative impacts analysis will be prepared primarily using the list-based approach described in CEQA Guidelines Section 15130(b)(1)(A), which evaluates the proposed project's incremental contribution to cumulative impacts in the context of other past, present, and reasonably foreseeable future projects within the applicable study area. However, where appropriate and supported by available information, FCS may apply the plan-based approach pursuant to CEQA Guidelines Section 15130(b)(1)(B) for specific resource topics. The determination of the most appropriate cumulative analysis methodology will be made during preparation of the Draft EIR in consultation with City staff and based on the characteristics of each environmental issue. This Scope assumes that the City will provide FCS with a list of cumulative projects to be included in the analysis at the time the project description is finalized. Material changes or newly identified projects after the project description is approved may require additional services. To the extent practicable, projects completed and operational before the environmental baseline date will be treated as part of existing conditions rather than as separate cumulative projects.

Cumulative projects may be defined within a specified area around the project site as (1) projects constructed but not occupied; (2) projects approved but not constructed; (3) pending projects for which pre-filing or filing of an application with its respective lead agency has occurred; and (4) anticipated or announced projects for which no application has yet been filed with the lead agency. However, note that the geographical extent of the evaluation area for cumulative impacts varies, depending upon the technical issue to be addressed. For instance, the evaluation area for air quality encompasses the local air basin, while the evaluation area for traffic encompasses the local roadway network. Cumulative projects will be discussed for each technical issue. Growth-inducing impacts will be evaluated separately in the Draft EIR in the Other CEQA Considerations section.

Alternatives

Pursuant to CEQA Guidelines Section 15126.6, the EIR will evaluate a range of feasible alternatives to the proposed project. One of the alternatives will be the CEQA-mandated “No Project Alternative,” which is the circumstance under which the project does not proceed. FCS will evaluate up to four additional alternatives, including project phasing alternatives, to consider variations in land use mix and intensity. In addition, the Alternatives section will address the feasibility of any alternatives that were initially considered but rejected from further consideration. Each alternative will be described in sufficient detail and evaluated on a topical section basis against the proposed project to determine if it will have fewer, equivalent, or greater impacts. A matrix will be provided comparing each alternative’s impacts on the various topical areas. The environmentally superior alternative will be identified.

Effects Found not to be Significant

CEQA Guidelines Section 15143 establishes that EIRs will focus on significant impacts on the environment and need not discuss in detail effects that are clearly insignificant or unlikely to occur. Provisionally, we assume that impacts to agricultural, forestry, and mineral resources will be less-than-significant and will not need to be analyzed in detail in the Draft EIR. A section titled Effects Found not to be Significant will be included in the Draft EIR to document the justification for resource categories excluded from detailed analysis in the Draft EIR.

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DELIVERABLE:

- Electronic copy (via Dropbox in Microsoft Word format) of the First Administrative Draft EIR (with technical studies) appended to the City.

Task 7: Second Administrative Draft EIR

It is assumed that the City will provide one set of consolidated, vetted comments (with tracked changes in the Microsoft Word document) on the First Administrative Draft EIR. Once FCS receives these comments, FCS will complete revisions and prepare a Second Administrative Draft EIR for review. Note that this Scope assumes up to two rounds of City comments and revisions to the Administrative Draft EIR. Should the estimated hours needed to complete this task exceed the cost identified herein, FCS will coordinate with the City regarding the need for additional funds to ensure incorporation of all comments and edits.

DELIVERABLE:

- Electronic copy (via Dropbox in Microsoft Word format) of the Second Administrative Draft EIR to the City.

Task 8: Screencheck Draft EIR

It is assumed that the City will provide one set of consolidated, vetted comments (with tracked changes in the Microsoft Word document) on the Second Administrative Draft EIR. Once FCS receives these comments, FCS will complete revisions and prepare a Screencheck Draft EIR for review. Should the estimated hours needed to complete this task exceed the cost identified herein, FCS will coordinate with the City regarding the need for additional funds to ensure incorporation of all comments and edits.

DELIVERABLE:

- Electronic copy (via Dropbox in Microsoft Word format and PDF) of the Screencheck Draft EIR to the City. FCS will also provide a track change version in PDF of the Screencheck Draft EIR for reference.

Task 9: Public Draft EIR

The intent of the Screencheck Draft EIR is to allow City staff to review final changes to the Draft EIR prior to publication. It is anticipated that any comments on the Screencheck Draft EIR would concern minor points and not require major revisions. It is assumed that the City will provide one set of consolidated, vetted comments (with tracked changes in the Microsoft Word document) on the Screencheck Draft EIR. Upon receipt of final City comments on the Screencheck Draft EIR, FCS will proceed with finalizing and producing the Draft EIR for public review.

This task includes technical staff time to complete revisions to the Draft EIR, plus editing and administrative staff time to prepare the document for publication. If additional hours are required, FCS will prepare a budget augment to cover the additional level of effort.

FCS will also prepare the SCH NOC, Summary Form, and Notice of Availability (NOA). FCS will provide the SCH with an electronic copy of the document (and appendices) and required notices and forms (the NOC, NOA, and Summary Form) via CEQAnet to begin the public review period.

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FCS will distribute the NOA to public agencies and private parties, including interest parties and property owners within a 500-foot radius of the project boundary. It is assumed that the City would provide the list of interested parties and radius mailing for FCS use. This Scope assumes approximately 250 addresses on the mailing list, including up to 20 addresses requiring certified mailing.

The City will be responsible for filing the NOA with the County Clerk, and any other local noticing (e.g. newspaper notices, etc.).

DELIVERABLES:

- Electronic copy of the Draft EIR and appendices (via Dropbox in PDF) to the City.
- 20 hard copies (appendices on flash drive) of the Draft EIR to the City.
- Electronic copy (via CEQAnet) of the Draft EIR and appendices, NOC, NOA, and Office of Land Use and Use and Climate Innovation's Summary Form to the SCH.

Task 10: First Administrative Final EIR

FCS will prepare an Administrative Final EIR in accordance with the applicable requirements contained in CEQA Guidelines Sections 15088 and 15089. The Administrative Final EIR will list all agencies, organizations, and individuals who submitted written comments on the Draft EIR during the public review period and provide written responses to those comments. To enhance readability and avoid redundancy, FCS will use Master Responses to address frequent and reoccurring comments on the Draft EIR's analysis. Additionally, the Administrative Final EIR will contain an Errata, which will document minor changes to the Draft EIR text or clarifying edits/track changes in strikeout-underline format. This Scope assumes that the applicant's consultants shall provide responses to comments received in technical analyses that FCS will review, revise, and incorporate into the Final EIR, as needed.

FCS representatives will attend a public comment session concerning the Draft EIR during the public review period (meeting attendance at the public comment session is accounted for in *Task 17: Meetings, Public Hearings, and Phone Calls*). FCS will summarize verbal comments received at the meeting in the Administrative Final EIR and provide written responses to said comments.

Based on FCS's experience in responding to comments on recent projects, we have budgeted 200 hours of FCS staff time (including technical, editing, and administrative personnel) for the First Administrative Final EIR. Together with the City, FCS will evaluate the volume and complexity of comments received on the Draft EIR. If additional time is required beyond what is budgeted, FCS will prepare a budget augment to cover the actual level of effort.

DELIVERABLE:

- Electronic copy (via Dropbox in Microsoft Word format) of the First Administrative Final EIR to the City.

Task 11: Second Administrative Final EIR

FCS will respond to City comments on the First Administrative Final EIR. It is assumed that the City will provide one set of consolidated, vetted comments (with tracked changes in the Microsoft Word document) on the

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Administrative Final EIR. Upon receipt of the consolidated set of comments, FCS will prepare the Second Administrative Final EIR.

DELIVERABLE:

- Electronic copy (via Dropbox in Microsoft Word format) of the Second Administrative Final EIR to the City.

Task 12: Screencheck Final EIR

FCS will respond to City comments on the Second Administrative Final EIR. It is assumed that the City will provide one set of consolidated, vetted comments (with tracked changes in the Microsoft Word document) on the Second Administrative Final EIR. Upon receipt of the consolidated set of comments, FCS will prepare the Screencheck Final EIR.

The intent of the Screencheck Final EIR is to allow City staff to review final changes to the Final EIR prior to publication. It is anticipated that any comments on the Screencheck Final EIR would concern minor points and not require major revisions.

DELIVERABLE:

- Electronic copy (via Dropbox in Microsoft Word format and PDF) of the Screencheck Final EIR to the City. FCS will also provide a track change version in PDF of the Screencheck Final EIR for reference.

Task 13: Final EIR and Notice of Determination

It is assumed that the City will provide one set of consolidated, vetted comments (with tracked changes in the Microsoft Word document) on the Screencheck Final EIR. Once City staff provides final comments on the Screencheck Final EIR, FCS will proceed with finalizing and producing the Final EIR. This task assumes technical staff time will be required to complete revisions to the Final EIR, plus editing and administrative staff time to prepare the document for publication. If additional hours are required, FCS will prepare a budget augment to cover the actual level of effort.

FCS will provide copies of the Final EIR to the City and will submit the document to the SCH. FCS will also distribute Notice of Public Hearings to public agencies and private parties, including interest parties and property owners within a 500-foot radius of the project boundary. It is assumed that the City would provide the list of interested parties and radius mailing for FCS use. This Scope assumes approximately 250 addresses on the mailing list, including up to 20 addresses requiring certified mailing.

FCS will also prepare the Notice of Determination (NOD) for the project, which the City will file with the County Clerk, within five business days of EIR certification.

DELIVERABLES:

- Electronic copy (via Dropbox in PDF) of the Final EIR to the City.
- 20 hard copies of the Final EIR to the City.
- Electronic copy of the NOD to the City.

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Task 14: Mitigation Monitoring and Reporting Program

FCS will prepare a comprehensive Mitigation Monitoring and Reporting Program (MMRP), pursuant to CEQA Guidelines Section 15097. The MMRP will contain all mitigation measures identified in the EIR. This comprehensive MMRP will provide City staff with a single source of reference to the full range of mitigation measures to be implemented. For each measure or group of similar measures, the agency responsible for ensuring proper implementation will be identified, along with the timing and method of verification. The MMRP will be included in the Final EIR submittal.

Once FCS receives consolidated, vetted comments (with tracked changes in the Microsoft Word document) on the MMRP, FCS will complete revisions and provide the City with a final MMRP.

DELIVERABLES:

- Electronic copy (via email in Microsoft Word format) of the draft MMRP to the City.
- Electronic copy (via email in PDF) of the MMRP to the City.

Task 15: Findings of Fact and Statement of Overriding Considerations

Pursuant to CEQA Guidelines Sections 15091 and 15093, FCS will prepare draft Findings of Fact for each potentially significant effect identified in the EIR and a Statement of Overriding Considerations for any unavoidable significant impacts associated with the proposed project. As required by the CEQA Guidelines, one of three findings must be made for each potentially significant effect and must be supported by substantial evidence in the record. The Statement of Overriding Considerations will rely on input from the project team regarding the benefits of the project.

This Scope assumes that the first draft Findings of Fact and Statement of Overriding Considerations will be submitted alongside the second draft Final EIR. Following receipt of a set of consolidated, vetted comments (with tracked changes in the Microsoft Word document), FCS will prepare the second draft for submittal alongside the Screencheck Final EIR. FCS will respond to a second set of consolidated, vetted comments, and prepare the Final Findings of Fact and Statement of Overriding Considerations for submittal with the Final EIR.

This Scope assumes that the Findings of Fact and Statement of Overriding Considerations will be based on the significant impacts, mitigation measures, alternatives analysis, project benefits, and substantial evidence contained in the Draft and first draft of the Final EIR and the administrative record. Substantive revisions requested after preparation of the first draft of the Final EIR, including revisions resulting from new project benefits, changed significance conclusions, new or revised mitigation measures, additional alternatives analysis, or legal review comments outside the assumed review rounds, would be treated as additional services.

DELIVERABLES:

- Electronic copy (via Dropbox in Microsoft Word format) of the first and second draft Findings of Fact and Statement of Overriding Considerations to the City.
- Electronic copy (via Dropbox in PDF) of the Findings of Fact and Statement of Overriding Considerations to the City.

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Task 16: Administrative Record

FCS will compile an electronic copy of the administrative record, consisting of all documents and material used in the preparation of the Draft and Final EIR.

Task 17: Meetings, Public Hearings, and Phone Calls

Note, the cost for the Public Scoping Meeting is included in Task 4. The meetings included within this Task would consist of a combination of coordination meetings with staff and public hearings. This Scope assumes that FCS's Project Director and/or Project Manager will attend the following meetings:

Coordination Meetings:

- Up to 50 bi-weekly one-hour meetings with City staff conducted during the preparation of the EIR. It is assumed that these meetings can be completed via conference call.

Coordination Workshops:

- Up to 4 in-person workshops to facilitate review and resolution of comments on Administrative Draft and Screencheck EIR deliverables. It is assumed that these meetings would be up to 3-hours each and would be attended by up to three (3) FCS staff.

Public Comment Meetings (during public review of the Draft EIR):

- Planning Commission: one, 4-hour meeting (in person)

Final EIR and Project Entitlements:

- Planning Commission: two, 4-hour meetings (in person)
- City Council: two, 4-hour meetings (in person)

Subtask 17.1 Additional Public Meetings (Optional)

FCS has included five additional in-person public meetings (up to 4 hours each) as optional tasks to provide flexibility for enhanced community and stakeholder engagement should public interest warrant additional outreach. Each meeting would be attended by up to two (2) senior staff, such as FCS' Project Director, Project Manager, technical staff, or relevant subject matter experts (e.g., hazardous materials and transportation), as-applicable. Should additional staff attendance be requested by the City or determined necessary based on meeting topics, complexity, or anticipated public interest, such services would be billed in accordance with the rates provided in the attached rate schedule.

A not-to-exceed budget has been established to cover attendance at the meetings. If the City requests additional meeting attendance by FCS staff, or if the amount of time involved in these meetings exceeds the initial budget allocation, FCS will notify City staff of the additional costs and obtain authorization for the extra meeting time.

Task 18: Project Management

In addition to the research, analysis, communication, and report writing tasks described above, FCS will perform a variety of project management duties to ensure that the EIR meets the City's standards of quality,

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and that it is delivered on time and within budget. These duties will include team supervision and coordination, oral and written communications with City staff, project accounting, and QA review of all deliverable products by FCS's Project Director and Technical Editor. These services will also include ongoing support to City staff, such as providing input to staff reports, regular schedule updates, and discussions of technical issues.

FCS will support the City in coordinating with responsible, trustee, and regulatory agencies throughout the EIR process, as needed. This support may include facilitating agency outreach, providing environmental documentation and technical analyses for agency review, coordinating responses to agency comments, and assisting with the identification and resolution of permitting and regulatory considerations. FCS's involvement will help ensure that agency requirements are appropriately considered and integrated into the environmental review process, supporting an efficient and defensible EIR.

This task assumes up to 200 hours of staff time.

Task Outside the Scope of Work

FCS has identified the following task as falling outside its Scope for the proposed project.

Notice of Determination Filing/Payment of Fees

FCS assumes that the applicant or City staff will be responsible for filing the NOD with the County Clerk's Office within five business days of certification of the EIR. Please be advised that as of January 1, 2026, the filing fees for an EIR are $4,227.50 (California Department of Fish and Wildlife fee) plus a $50 County handling fee, for a grand total of **$4,277.50**. The applicant will be responsible for paying the associated filing fees.

Potential Changes in State CEQA Processes

This scope, schedule, and budget is based on the CEQA statutes, regulations, and procedural requirements currently in effect. FCS actively monitors statewide CEQA-related legislative, regulatory, and ballot-measure initiatives, including Proposition 45, that could affect environmental review requirements in California.

Should Proposition 45, or other changes in applicable law, become effective during preparation of the environmental review documents for this project, FCS will work collaboratively with the City, applicant, and other stakeholders to evaluate the applicability of such changes to the project. This evaluation would include assessing whether the project would qualify for the new CEQA environmental review pathway or procedural efficiencies established by the Proposition, and whether pursuing such options would provide meaningful schedule, cost, or implementation benefits while maintaining legal defensibility and consistency with the City's objectives. Any resulting modifications to the scope of services, schedule, or budget would be addressed through a mutually agreed-upon amendment to this Agreement.

Schedule

FCS has prepared the following schedule outlining the anticipated timing of each task. The duration includes all work necessary to achieve final completion, including document preparation, internal QA/QC, client and agency review cycles, responses to comments, and final revisions within the Scope of the subtask.

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Task	Weeks to Complete	Cumulative Week
Task 1 Project Initiation and Kick-off Meeting		
Kick-off Meeting	2	Week 2
Data Needs and Request for Information	6	Week 6
Thresholds of Significance and EIR Assumptions	6	Week 6
Subtask 1.1 CEQA-compliant Project Description		
– *Submit First Draft Project Description*	7	Week 7
– *Receive Comments on First Draft Project Description*	3	Week 10
– *Submit Second Draft Project Description*	2	Week 12
– *Receive Comments on Second Draft Project Description*	3	Week 15
– *Submit Final Project Description and City Approval*	1	Week 16
Task 2 Applicant-provided Technical Studies Peer Review[1]		
Subtask 2.1 Biological Resources Supporting Information Peer Review	14	Week 14
Subtask 2.2 Cultural and Tribal Cultural Resources Assessment Peer Review	14	Week 14
Subtask 2.3 Hazards and Hazardous Materials Supporting Information Peer Review	21	Week 21
Subtask 2.4 Geotechnical Investigation Peer Review	14	Week 14
Task 3 Technical Analysis		
Subtask 3.1 Air Quality, GHG Emissions and Energy, and HRA[2]	34	Week 34
Subtask 3.2 Noise and Vibration Analysis[2]	30	Week 30
Subtask 3.3 Transportation and Wildfire Evacuation Analysis	30	Week 30
Subtask 3.4 WSA	26	Week 26
Subtask 3.5 Utility Capacity Assessments	30	Week 30
Task 4 NOP and Scoping Meeting		
– *Submit Administrative NOP*	14	Week 14
– *Receive Comments on NOP*	4	Week 18
– *Submit Revised NOP and City Approval*	2	Week 20
– *Start of Public Scoping Period (Begin 30-day Public Review)*	1	Week 21

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Task	Weeks to Complete	Cumulative Week
– *Public Scoping Meeting*		TBD
– *30-day Public Review Period Ends*	5	Week 26
Task 5 Tribal Consultation Support	Ongoing	Ongoing
Task 6 First Administrative Draft EIR[3]		
– *Submit First Administrative Draft EIR*	31	Week 31
– *Receive Comments on First Administrative Draft EIR*	7	Week 38
Task 7 Second Administrative Draft EIR		
– *Submit Second Administrative Draft EIR*	4	Week 42
– *Receive Comments on Second Administrative Draft EIR*	8	Week 50
Task 8 Screencheck Draft EIR		
– *Submit Screencheck Draft EIR*	3	Week 53
– *Receive Comments on Screencheck Draft EIR*	5	Week 58
Task 9 Public Draft EIR		
– *Begin 45-day Public Review Period*	2	Week 60
– *45-day Public Comment Period Ends*	7	Week 67
Task 10 First Administrative Final EIR		
– *Meet with City to review comments received*	1	Week 68
– *Submit First Administrative Final EIR[4]*	4	Week 72
– *Receive Comments on First Administrative Final EIR*	8	Week 80
Task 11 Second Administrative Final EIR		
– *Submit Second Administrative Final EIR*	4	Week 84
– *Receive Comments on Second Administrative Final EIR*	6	Week 90
Task 12 Screencheck Final EIR		
– *Submit Screencheck Final EIR*	3	Week 93
– *Receive Comments on Screencheck Final EIR*	6	Week 99
Task 13 Final EIR and NOD	2	Week 101
Task 14 MMRP		

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Task	Weeks to Complete	Cumulative Week
– *Submit Draft MMRP*	3	Week 93
– *Receive Comments on Draft MMRP*	6	Week 99
– *Submit Revised Draft MMRP*	2	Week 101
Task 15 Findings of Fact and Statement of Overriding Considerations		
– *Submit First Draft FoF/SOC*	4	Week 84
– *Receive Comments on First Draft FoF/SOC*	6	Week 90
– *Submit Second Draft FoF/SOC*	3	Week 93
– *Receive Comments on Second Draft FoF/SOC*	6	Week 99
– *Submit Final FoF/SOC*	2	Week 101
Task 16 Administrative Record	2	Week 101
Task 17 Meetings, Public Hearings, and Phone Calls	-	Ongoing
Task 18 Project Management	-	Ongoing
– *File NOD with Solano County Clerk*	-	Within five days of certification

Notes:
[1] The peer review schedule is dependent on receipt of applicant-prepared studies. This schedule assumes that the studies will be provided within three weeks of project initiation; however, the schedule may be adjusted based on the actual timing of receipt. Review of revised reports is anticipated to be completed within approximately two to three weeks after receipt, depending on the complexity of peer review comments and revisions.
[2] Assumes that the project trip generation forecast and intersection traffic volumes will be provided within approximately six weeks of project initiation. This analysis will be conducted 12 weeks after receipt of the project trip generation forecast and intersection traffic volumes, responses to the RFI, or a City-approved Project Description, whichever is latest.
[3] Assumes Project Description will be stable and approved by the City/applicant within 16 weeks of Project Initiation.
[4] Dependent on volume and complexity of comments.

Proposed Budget

FCS has prepared the following budget identifying the costs of each task.

Task	Fees
Task 1 Project Initiation and Kick-off Meeting	$30,420
Subtask 1.1 CEQA-compliant Project Description	$20,830
Task 2 Applicant-provided Technical Studies Peer Review	
Subtask 2.1 Biological Resources Supporting Information Peer Review	$9,775
Subtask 2.2 Cultural Resources Analysis Peer Review	$6,450

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Task	Fees
Subtask 2.3 Hazards and Hazardous Materials Supporting Information Peer Review	$97,975
Subtask 2.4 Geotechnical Investigation Peer Review	$13,613
Task 3 Technical Analysis	
Subtask 3.1 Air Quality, GHG Emissions, Energy, and HRA	$103,400
Subtask 3.2 Noise and Vibration Analysis	$16,430
Subtask 3.3 Transportation and Wildfire Evacuation Analysis	
Subtask 3.3.1 CEQA Transportation Analysis	$41,346
Subtask 3.3.2 Local Transportation Analysis	$138,090
Subtask 3.3.3 Evacuation Analysis	$52,571
Subtask 3.3.4 Transportation Project Management & Hearings	$9,182
Subtask 3.4 WSA	$86,250
Subtask 3.5 Utility Capacity Assessments	
Subtask 3.5.1 Meetings, Data Gathering, Project Management, and Direct Costs	$22,759
Subtask 3.5.2 Assessment of Raw Water Delivery Capacity	$12,219
Subtask 3.5.3 Assessment of Potable Water Delivery Capacity	$15,531
Subtask 3.5.4 Assessment of Sewer Treatment and Collection System Capacity	$66,482
Subtask 3.5.5 Assessment of Stormwater Capacity and Impacts	$12,782
Subtask 3.5.6 Project Report	$20,223
Subtask 3.5.7 Review Applicant Utility Submittals	$32,844
Task 4 NOP and Scoping Meeting	$15,160
Task 5 Tribal Consultation Support	$10,750
Task 6 First Administrative Draft EIR	$98,615
Task 7 Second Administrative Draft EIR	$46,960
Task 8 Screencheck Draft EIR	$36,300
Task 9 Public Draft EIR	$23,110
Task 10 First Administrative Final EIR	$36,465
Task 11 Second Administrative Final EIR	$22,870

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Task	Fees
Task 12 Screencheck Final EIR	$16,715
Task 13 Final EIR and NOD	$14,565
Task 14 MMRP	$5,055
Task 15 Findings of Fact and Statement of Overriding Considerations	$28,280
Task 16 Administrative Record	$6,900
Task 17 Meetings, Public Hearings, and Phone Calls	$66,300
Subtask 17.1 Additional Public Meetings (Optional)	$19,425
Task 18 Project Management	$45,000
Total FCS Professional Labor	**$1,301,642**
Direct Costs	
Reprographics, Mailings, Mileage, Deliveries, etc.	$24,255
Contingency (25%)	$331,474
Total FCS Professional Fee (including Contingency)	**$1,657,371**

Assumptions

The assumptions used in calculating the above fees are:

- Reimbursable expenses have been included in the table above. These direct costs, including, but not limited to those items presented below, will be reimbursable upon provision of proper documentation:
  - Purchases of project materials
  - Reproduction, reprographics, document production, printing and photography
  - Postage, messenger, delivery, and overnight mailing
  - Mileage, noticing, and record searches
  - Other miscellaneous costs directly related to the project
- Reproduction costs for the Draft EIR and Final EIR are estimated at approximately $150 per copy, based on a document length of approximately 600 pages. Should actual reproduction costs exceed these estimates due to document length, FCS shall notify by the City.
- There will be no significant revisions to the submitted development application. If there is a change in the Project Description by the applicant, a budget adjustment will be required to account for the project revisions.
- This price is based on completion of the work within the proposed schedule. If delays occur, an amendment of the price would be warranted to accommodate additional project management and other costs and to reflect adjustments for updated billing rates.

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- The fee is valid for up to 30 days from the date of this Scope, after which it may be subject to revision.
- Costs have been allocated to tasks based upon FCS's proposed approach. During the work, FCS may, on its sole authority, re-allocate costs among tasks and/or direct costs, as circumstances warrant, so long as the adjustments maintain the total price within its authorized amount.
- The FCS Project Manager will be the primary representative at the project meeting and public hearing.
- This Scope assumes that no hard copies of deliverables will be provided, except as indicated above. If hard copies are requested, a change order may be required to cover costs of producing the copies. Printing costs are based on the method of printing and binding proposed, numbers of copies proposed as work products, and estimated page lengths. Document printing costs are estimated and will be finalized at the time of printing. On further clarification of the document specifications that City staff will need during the preparation effort, FCS will specifically identify a detailed reproduction work plan with more specific costs.

Invoice Billing

Invoices will be submitted monthly and will identify project progress on a percent-complete basis.

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Contract ID # 26-014T7

CITY OF BENICIA

250 East L Street, Benicia, CA 94510

TASK ORDER NO. 7

MASTER AGREEMENT FOR PROFESSIONAL SERVICES

Good City Company

Good City Company - Planning Master Service Agreement (FY26-27)

Task: Valero Benicia Redevelopment (VBR) Review Support Services

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 Exhibit A of this TASK ORDER, in accordance with the provisions of the AGREEMENT identified as Contract #26-014 between the parties hereto dated July 1, 2025

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: October 20, 2026

Completion Date: June 30, 2030

1.4. Compensation And Payment

Compensation shall be on a specific rate of compensation basis as provided in the AGREEMENT identified as Contract #26-014 between the parties hereto dated July 1, 2025. The cost of the work authorized by this TASK ORDER is not to exceed $1,349,788. 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.

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1.6. Items and Conditions

All items and conditions contained in the AGREEMENT identified as Contract #26-014 dated July 1, 2025, between the City of Benicia and Good City Company are incorporated herein by reference.

EXECUTED October 20, 2026

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

"Good City Company" By: Signed by: Aaron Aknin 5C6A1A91BD384BA... 10/7/2026
Aaron Aknin

Its: President

"City" By:

Its:

"Department" By:

Its:

"City Attorney" By:

Its: City Attorney

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Exhibits List

A - Scope of Work

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Exhibit A

Scope of Work

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GOOD CITY COMPANY

CITY OF BENICIA

Valero Benicia Redevelopment Project

Planning Project Management Services

September 14, 2026

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1. LETTER OF TRANSMITTAL

September 14, 2026

Suzanne Thorsen, Assistant City Manager/Development Services Director
250 East L Street
Benicia, CA 94510

RE: Scope of Work to Planning Project Manager Services for the Valero Benicia Redevelopment Project

Dear Suzanne,

Good City Company (Good City), is pleased to submit this proposal to provide Planning Project Management consultant services for the Valero Benicia Redevelopment Project in the City of Benicia.

Headquartered in Redwood City, Good City's technical expertise in current planning, zoning code updates, Development Agreement negotiations, General Plan and Specific Plan preparation and peer review, objective design and development standards development, and urban design review is built upon decades of close collaboration with our local jurisdiction clients across the greater Bay Area. Additionally, as creators and users of zoning codes, development standards, and economic development strategies, Good City is well qualified to communicate these requirements or plans to external stakeholders providing a bridge between them and City staff. We are confident in our ability to deliver high-quality work that meets the unique needs of the City of Benicia throughout the engagement.

Lisa Costa Sanders will serve as Principal in Charge and will be the primary point of contact for this proposal. We look forward to the opportunity to continue working with the City of Benicia. Please contact me if you have any questions or need additional information. I can be reached at (650) 333-0248 or lcostasanders@goodcityco.com.

Sincerely,



Lisa Costa Sanders,
Principal and Co-Owner Good City Company

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2. INTRODUCTION & PURPOSE

Good City Company (Good City) has served as an extension of City of Benicia (City) staff since spring 2026, supporting the Development Services Department's review of the proposed Valero Benicia refinery property by Signature Development Group (Signature) and its consultant team. This Scope of Services formalizes that role as the project moves from informal coordination meetings into a formal, filed application. It establishes the review process the City will follow, the interagency coordination Good City will manage on the City's behalf, the communication and project management structure between Good City and City staff, the subconsultants Good City will retain and manage in support of the City's review, and an estimated two-year schedule and budget framework for this engagement.

3. PROJECT UNDERSTANDING

Signature is proposing to redevelop the approximately 900-acre Valero Benicia refinery site into a mixed-use community following the refinery's closure, including roughly 3,500 residential units, a major retail center of approximately 40 to 70 acres, up to 3 million square feet of modern industrial/R&D uses, and flexible office, retail and community-serving uses and a community park. The applicant's entitlement request consists of the following actions supported by an Environmental Impact Report (EIR):

1. Specific Plan (SP) functioning as the primary regulatory and design-standards document for the site, with Objective Design Standards either embedded in the Specific Plan or adopted as a separate companion document; and
2. Rezoning with a Planned Development (PD) or new Zoning Districts implemented through the Specific Plan or through zoning consistent with the concurrent General Plan update;
3. General Plan Amendment (GPA) adopting the Specific Plan or changing land use designations;
4. Large-Lot Vesting Tentative Map (TM) covering master parcels, with individual builder/home permits deferred to a later phase
5. A Development Agreement (DA).

Signature is leading preparation of the Specific Plan and technical studies, with the City reviewing and commenting. First Carbon Solutions (FCS) is the City's retained EIR consultant. The formal application is anticipated in October/November 2026.

4. SCOPE OF SERVICES

Good City's scope is organized around eight tasks: Task 1, Project Management (including subconsultant management); Task 2, Community & Stakeholder Engagement; Task 3, Application Completeness & Intake Review; Task 4, Specific Plan Peer Review; Task 5, CEQA/Environmental Review Coordination; Task 6, Development Agreement & Entitlement Conditions Review; Task 7, Interagency Coordination; and Task 8, Study Session & Public Hearing Support. Together these tasks provide the City with a robust review process for an application of unusual scale and complexity and a single point of contact for overall project management.

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Task 1: Project Management

Good City will serve as the City's Planning Project Manager for the review and processing of the project from submittal to City Council adoption. Good City will manage the project review schedule, manage the day-to-day coordination with Signature and its consultant team, and coordinate internal City staff and departments to provide consolidated review and comments. Good City will also coordinate with the CEQA consultant as well as Responsible Agencies.

Bi-Weekly Project Management Meetings

Good City will establish and run standing bi-weekly coordination meetings with City staff for the duration of the engagement. These meetings will track the master schedule and submittal log, discuss outstanding review comments and agency coordination items by chapter, identify any schedule issues (technical study delays, agency response times), and confirm City direction on policy questions before they are communicated to Signature. Good City will distribute a standing agenda at least 24 hours (one working day) in advance of each meeting, and a summary of decisions and action items following each meeting.

Applicant Coordination

Good City will participate in bi-weekly applicant coordination meetings as needed. Good City will prepare and distribute the agenda for each applicant coordination meeting at least 24 hours (one working day) in advance. There may be times when City is reviewing materials or applicant is preparing revisions when meetings will be cancelled. It is assumed that monthly in person meetings will occur to review applicant submittals and discuss City responses. Good City will prepare and distribute meeting recaps to City staff and, where appropriate, to Signature's team, and will maintain the master issues list (e.g., ODS enforceability, resolve title issues, easement/encumbrance matrix, corporation yard capacity) so open items are tracked to closure.

Document Management

Good City will create and maintain a project Notion page as the central hub for coordinating this engagement, giving City staff shared, real-time visibility into task status, the master schedule, open items and action logs, and quick links to key project documents. Good City will maintain all project documents, submittals, correspondence, and review materials, accessible to City staff throughout the engagement in Sharepoint files with links from the Notion page. Files will follow a consistent naming and folder structure by task area so materials remain easy to locate, and the repository will be turned over to the City in an organized form at the conclusion of the engagement.

Subconsultant Team & Management

Good City will retain, manage, and coordinate the subconsultants below on the City's behalf, integrating each into the chapter-based Specific Plan review and the bi-weekly coordination schedule as needed. Good City remains the primary point of contact for the City on all subconsultant work. Good City is proposing the following subconsultant firms.

- **Public Facilities Peer Review (Police / Fire and optional Corporation Yard) — Group4.**
  If proposed by the applicant and agreed upon by the City, Group4 will provide independent peer review of the conceptual design submittals prepared by others for the approximately 25,000-square-foot Police Facility and approximately 15,000-square-foot Fire Station, addressing program consistency, operational

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adjacencies, circulation, security, and flexibility, with one review meeting and one follow-up review for each facility.

As an optional task if directed, Group4 will prepare a facilities program and conceptual site strategy for a new City Corporation Yard, including an operations and needs assessment (staffing, fleet, equipment, and storage), up to two conceptual site strategy alternatives, and a final planning summary

- **Park Design Review / Parks Master Plan Update — Gates + Associates.**
  Gates + Associates will peer-review the project's park, trail, and open space program against the General Plan open space policies, the City's Parks Master Plan and Quimby Act dedication standards, and evaluate whether proposed park acreage, siting, and functions are consistent with citywide parks planning. Because staff have already flagged that the General Plan park standards may need to be revisited against the full open space and recreation needs created by this project, Good City anticipates this review will likely identify the need for a related update to the City's Parks Master Plan. The scope of work also includes Gates attendance at a community study session meeting and presentations before the City Community Services Commission and City Council.

- **Public Information & Affairs Consultant — Dodd & Chaaban.**
  Dodd and Chaaban will provide comprehensive public affairs, strategic communications, media, stakeholder and public engagement, inter-governmental relations, and project support services related to the proposed Valero Benicia Redevelopment Project.

  Dodd and Chaaban will work collaboratively with the City and in close coordination with Good City Company and coordination with the applicant, to advance the City's objectives for an effective and community-focused redevelopment process. Dodd and Chaaban's role is intended to provide strategic guidance, public affairs expertise, and governmental relations support throughout the public engagement and planning processes

  Dodd and Chaaban will also provide intergovernmental affairs and state lobbying services on matters affecting project implementation and redevelopment objectives as directed by the City.

- **Fiscal Impact & Market Study — Economic & Planning Systems (EPS).**
  EPS will lead fiscal, economic, and financial analysis in support of the Specific Plan and Development Agreement: a fiscal impact model comparing General Fund revenues and municipal service costs across up to three development scenarios; an infrastructure financing strategy evaluating tools such as development impact fees, Mello-Roos Community Facilities Districts, tax-increment financing mechanisms, and voter-approved taxes; technical support for Community Benefit negotiations, including a value-creation analysis and case studies drawn from comparable refinery redevelopments; and technical support for Development Agreement negotiations.

Deliverables

- Standing bi-weekly coordination meeting agendas and summaries of decisions/action items
- Master issues list and applicant coordination meeting recaps
- Schedule coordination updates

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Approach: Quality Assurance / Quality Control

Lisa Costa Sanders will review and quality-check all deliverables, review comments, formal correspondence and coordinate legal review as appropriate, prior to transmittal to the City or to Signature.

Task 2: Community & Stakeholder Engagement

Good City will lead the community and stakeholder engagement effort on behalf of the City for the Specific Plan, preparing a Community & Stakeholder Engagement Plan at the outset of the assignment and executing it in coordination with Signature and City staff.

Good City will engage with City residents and other interested stakeholders through a series of structured input sessions, three times over the course of the engagement to review technical work products and provide input ahead of key milestones.

Good City will organize three community open houses and two online feedback windows, sequenced so the community has an opportunity to comment on aspects of the Specific Plan. The meeting topics may include: review of land uses, review of roadway network and roadway improvements including trails, discussion on conceptual design of park and findings from environmental analysis including remediation approach.

Good City will coordinate with responsible agencies throughout the process to keep reviewing agencies apprised of the project, obtain their review and comments on key items and to surface issues early.

Good City with Dodd & Chaaban will prepare all outreach materials, social media announcements and press releases, prepare frequently asked questions (FAQ) and respond to inquiries. The City will maintain the project website; Dodd & Chaaban will provide website copy, documents, and images for the City's use.

Deliverables

- Community & Stakeholder Engagement Plan
- Outreach materials (postcards, social media announcements)
- Stakeholder engagement session agendas, materials, and summaries (3 sessions)
- Open house materials, boards/presentations, and summaries (3 open houses)
- Website copy, documents, and images (provided to City for its website)
- Staff reports and materials for Planning Commission and City Council study sessions

Task 3: Application Completeness & Intake Review

Good City will conduct the City's completeness review of the Applicant’s preliminary submittal against the Planning Division Submittal Checklist and Grading and Drainage Submittal Requirements, coordinating with Public Works, Engineering, Fire, Police, and Parks & Community Services to confirm each department's submittal requirements are addressed. Because the applicant's five entitlements and EIR are being processed concurrently, Good City will maintain a single master submittal log tracking each component's completeness status, outstanding items, and routing, and will issue one consolidated completeness/incompleteness determination to the applicant.

Deliverables

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- Completeness/incompleteness determination letter
- Master submittal log

Task 4: Specific Plan Peer Review

Good City will organize the City's review of the Specific Plan by chapter — consistent with the chapter organization recommended in the Governor's Office of Planning and Research (OPR) General Plan Guidelines' Planner's Guide to Specific Plans, which also aligns with the chapter structure Signature has indicated for the Specific Plan. The review sequence will follow the applicant's submittal timeline.

Table 1. Specific Plan statutory chapter and Key topics.

Ch.	Chapter	City Review Focus / Key Issues
1	Introduction & Purpose	Confirm required General Plan relationship statement (§65451(b)); verify regulatory (ordinance) vs. policy adoption approach.
2	Existing Conditions & Background	Baseline for contamination/remediation record; coordinate with DTSC/RWQCB documentation.
3	Vision, Goals & Objectives	Confirm consistency with General Plan goals pending the concurrent General Plan update; incorporate results of the community outreach and stakeholder input.
4	Land Use Plan / Objective Design Standards	High priority. Street sections, bike/ped facilities, tree spacing, street furniture, and full park design with objective standards.
5	Circulation & Mobility	Street classifications, Rose Drive extension, Project 19 alignment, Bayshore/680 interchange, truck routing, Military East pedestrian-priority designation.
6	Infrastructure & Public Services	Water supply assessment, sewer/storm drain, watershed analysis, solid waste/energy, fire/police capacity.
7	Open Space, Parks & Natural Resources	Park design and acreage reviewed against General Plan open space policies and Parks Master Plan; Quimby Act compliance; drainage/park dual-use; potential update to the Parks Master Plan.
8	Implementation Program	Phasing plan, remediation, financing mechanisms (CFD, impact fees, DA provisions), affordable housing program.
9	Administration & Procedures	SP-to-zoning relationship, amendment procedures, cost recovery, CEQA tiering/exemptions for subsequent phases.
10	Environmental Review (EIR)	Coordinated with First Carbon Solutions; see Task 5.

Deliverables

- Chapter-by-chapter review comment letters/matrices (Admin Draft, Screencheck, and Public Draft rounds)
- Consolidated Specific Plan review comment log

Task 5: CEQA / Environmental Review Coordination

The City will contract with First Carbon Solutions (FCS) to prepare the project EIR. Good City's role is to coordinate with FCS and review the technical studies and EIR as they are produced, coordinate the timing of CEQA

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milestones (NOP/scoping, Screencheck, Public Draft, Final EIR/MMRP) against the Specific Plan and entitlement schedule, and ensure Responsible Agency review and comments are integrated in the Draft EIR. Good City will also work with FCS to identify any adjustments to the Specific Plan to reduce impacts and achieve a self-mitigating Plan.

Deliverables

- CEQA milestone coordination schedule (aligned with the Specific Plan and entitlement schedule)
- Review comments on technical studies and the Draft/Final EIR

Task 6: Development Agreement & Entitlement Conditions Review

Good City will review the draft Development Agreement (DA) for consistency with the Specific Plan's (SP) Implementation Program, assist with community benefit negotiations, confirm the DA includes the phasing obligations, and remediation efforts, in close coordination with the City Attorney. Good City will also track conditions of approval across all entitlements to confirm they are consistent and enforceable as a package at adoption.

Deliverables

- Development Agreement review comments
- Consolidated conditions of approval matrix across all entitlements

Task 7: Interagency Coordination

Good City will manage coordination with all internal City departments and reviewing agencies on this project. Good City's coordination role includes scheduling and tracking agency input, relaying City positions and technical requirements, and flagging where an agency's own timeline (which the City may not control) may affect the entitlement schedule.

Table 2. Agencies coordinated by Good City on the City's behalf.

Agency	Coordination Focus	Primary Review Phase
DTSC / Regional Water Quality Control Board	Remediation and demolition standards, site closure/NFA determinations that trigger phase release	Ongoing through entitlement and post-adoption phasing
Bay Area Air Quality Management District (BAAQMD)	Air quality analysis for the EIR; demolition/remediation activity impacts	CEQA technical studies phase
Solano Transportation Authority (STA); Caltrans	Bayshore/680 interchange, regional traffic model coordination	Roads/circulation review; ongoing
Union Pacific Railroad (UPRR)	Regional rail spur retention, freight activity confirmation, rail crossing coordination	Roads/circulation review
Port of Benicia	Truck access, wharf improvements, Port Modernization Plan coordination	Roads/circulation review; ongoing
Benicia Unified School District	Student generation, school siting, pool grant coordination	Public facilities review

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Agency	Coordination Focus	Primary Review Phase
U.S. Fish & Wildlife Service	Sulfur Springs Creek jurisdiction, new crossing permitting	Infrastructure/environmental review

Deliverables

- Agency coordination tracking log
- Agency input summaries by review phase

Task 8: Study Session & Public Hearing Support

Good City will prepare the full agenda item package for study sessions and public hearings for the project entitlements, including staff report, resolutions, ordinance(s) and conditions of approval, and related attachments, along with presentation materials (PowerPoint) for the hearings. Good City will coordinate with the City Attorney's office on all hearing materials, including the staff report, resolution, ordinance and conditions of approval, and related attachments, to confirm legal sufficiency prior to transmittal. Good City will circulate draft Conditions of Approval to the applicant prior to finalizing. Good City will circulate draft hearing materials to the City for review and will incorporate the City's requested revisions before finalization. Good City will coordinate all required public notices for each hearing. Good City will perform quality control review of the agenda package for internal consistency, grammar, and spelling prior to transmittal, and will account for necessary revisions ahead of agenda publication, typically one to two review rounds. Good City staff will attend all study sessions and public hearings.

Deliverables

- Staff report, resolutions, ordinances and conditions of approval, and related attachments
- Hearing presentation materials (PowerPoint)
- Public noticing coordination
- Quality control review and revision rounds prior to agenda publication (estimated 2-3 rounds)
- City Attorney coordination and City review/revision cycle on all hearing materials prior to transmittal
- Attendance by Good City staff at all study sessions and public hearings

5. RELEVANT EXPERIENCE

Good City has served in a comparable project-management and plan-review capacity for other California cities, acting as an extension of city staff on multi-disciplinary specific plan, precise plan, and general plan processes. The engagements below are representative of that track record.

- **City of Vallejo, Mare Island Specific Plan Peer Review.** Troy Reinhalter provided independent peer review services for the City of Vallejo on the applicant prepared Specific Plan for the Mare Island redevelopment.
- **Tanforan Redevelopment Project.** Lisa Costa Sanders is the Project Manager for the Tanforan Redevelopment Project which includes transforming an aging mall to a mixed-use transit oriented development with housing, office and retail. Lisa Costa Sanders assisted with the Development Agreement, managed the EIR consultant and preparation of Zoning and General Plan amendments.

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- **City of Pacifica, Zoning Modernization and Objective Design Standards.** Good City is leading the City's zoning modernization effort and preparation of Objective Design Standards, translating design intent into enforceable, ministerially applied standards.
- **City of South San Francisco, General Plan Update, Lindenville Specific Plan, and Downtown Strategy Plan.** Good City provided project management and staff-level review across a concurrent General Plan update, specific plan, and downtown strategy, coordinating multiple consultant teams and CEQA review on parallel schedules and conducing community outreach.

6. GOOD CITY COMPANY STAFFING

Good City proposes the following core team for this engagement, drawing on several of the same staff already embedded with the City through the current coordination process. Additional Good City planning staff may be assigned as needed within the budget authorization.

Table 3. Core Good City project team.

Name	Role	Primary Responsibilities
Lisa Costa Sanders	Principal-in-Charge / Project Director	Overall project direction, Specific Plan chapter review, subconsultant management, City leadership liaison, Development Agreement and policy issues
Aaron Aknin	Principal, Strategic Advisor	Executive oversight, strategic project and policy input.
Troy Reinhalter	Principal Planner	Technical input on Specific Plan review and development/design standards.
Robert Rivera	Senior Planner / Project Manager	Day-to-day project management, bi-weekly PM meetings, applicant coordination, agency coordination tracking
To Be Assigned	Assistant Planner	Submittal log maintenance, research, comment matrices, meeting notes and document support

Good City proposes a staffing structure in which the substantial majority of hours, is delivered at the senior planner / project manager and assistant planner levels, covering day-to-day review, chapter coordination, agency tracking, submittal log maintenance, and meeting management. The remaining is principal-level oversight directed to policy direction, City leadership liaison, and Development Agreement issues. While Table 4 (Section 8) states the presumed level of effort for each staff classification and the corresponding fee estimate, we assume that there is some flexibility in the exact final allocation of hours amongst specific staff members at Good City, as the development review process unfolds.

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7. SCHEDULE: 24-MONTH WORK PLAN

Good City's projected schedule targets adoption within 24 months of the October 2026 submittal. That horizon accounts for iterative review rounds, agency response times outside the City's control (DTSC/RWQCB, BAAQMD, BCDC, and others), and the refinery closure/remediation timing that remains unresolved. The full month-by-month sequencing across all six workstreams (Project Management, Community Engagement, Intake & Technical Studies, Specific Plan Review, CEQA, and Council & Planning Commission) is shown in the schedule graphic at Figure 1, following this section.

- **Project Management.** Kick-Off Meeting & Site Tour (Oct-Nov 2026), followed by regular PM meetings centered around the Specific Plan chapter review sequence, continuing on a bi-weekly cadence (Section 4, Task 1) through adoption.
- **Community Engagement.** Preparation of an Engagement Plan, followed by three rounds of stakeholder engagement sessions, three community open houses, and two online feedback opportunities. Good City will coordinate with public agencies over the course of the engagement.
- **Specific Plan Review.** Chapter-by-chapter sequence (Introduction & Purpose; Vision, Goals & Objectives; Land Use Plan and Objective Design Standards; Circulation & Mobility; Infrastructure & Public Services; Open Space, Parks & Natural Resources; Implementation Program; and Administration & Procedures) through Admin Draft, City Review, Public Draft, Public Review, Final Draft, and Final Adopted Plan, with the Development Agreement negotiated and reviewed concurrently with the Implementation Program (Chapter 8), and General Plan and zoning amendments processed concurrently.
- **CEQA.** Technical studies (air quality, GHG, noise, utilities, VMT, water supply assessment, biological, public service, and historical evaluation), NOP/scoping, Technical Report Document Draft, City Review, NOA/Public Review Draft, Response to Comments, and Final EIR.
- **Council & Planning Commission.** Four joint PC/Council milestone meetings (Kick-Off, Study Session/Update, Study Sessions, and Draft Plan Review) culminating in the City Council adoption hearing for the Specific Plan, General Plan Amendment, rezoning, and Development Agreement.

Dates shown in Figure 1 are illustrative and will be refined once the Specific Plan is submitted and confirmed complete.

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FIGURE 1: SCHEDULE OF TASKS

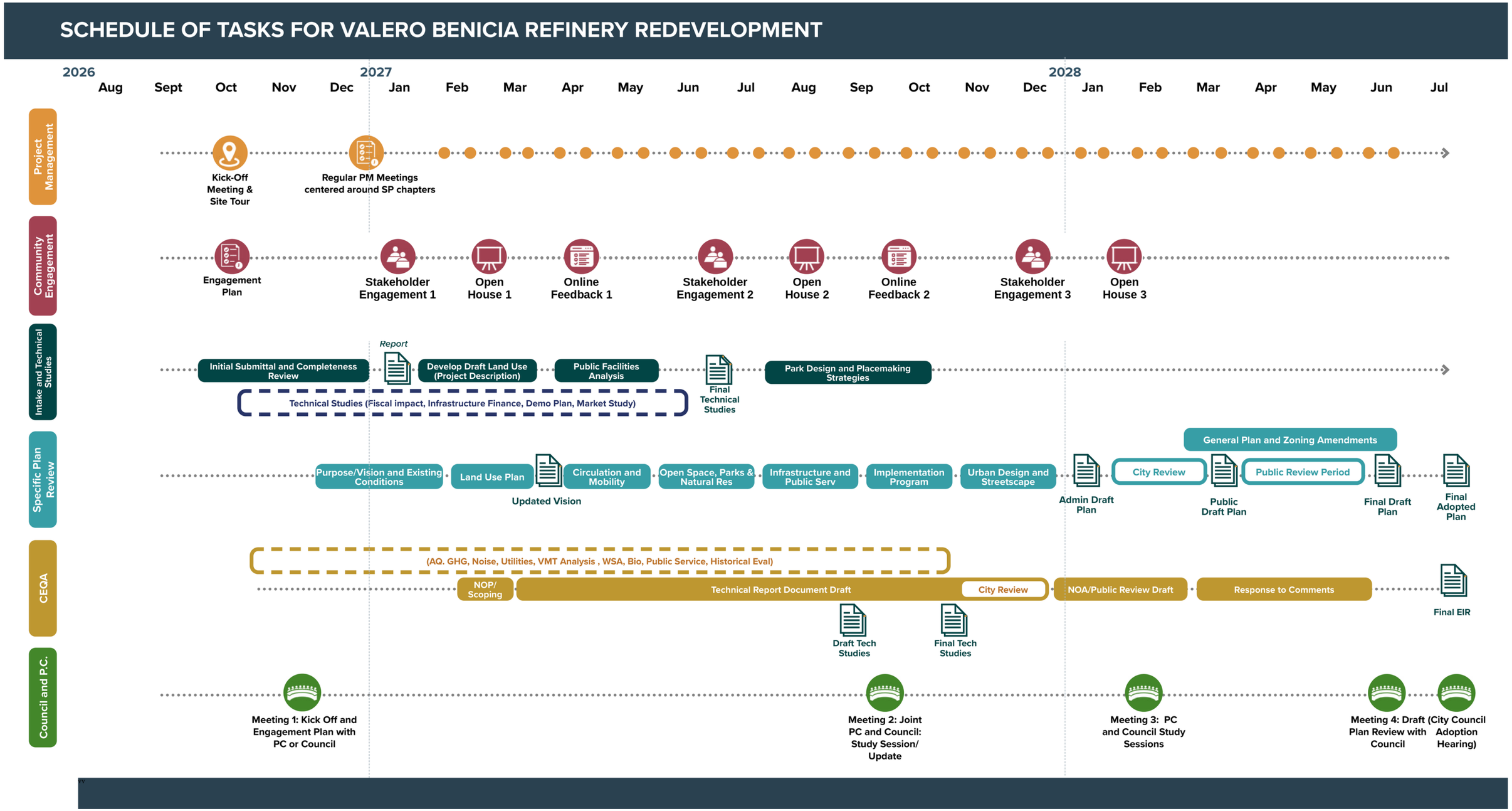


Figure 1 reflects the current task sequence across all six project workstreams; see the narrative above for a summary of each lane. Good City will update this graphic to reflect the revised engagement sequencing and Development Agreement milestones described above, and as milestone dates are confirmed following the October submittal.

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8. BUDGET / FEE ESTIMATE

Good City proposes to bill on a time-and-materials, not-to-exceed (NTE) basis. The estimate below is built from the sustained weekly level of effort this project requires over the full 24-month (104-week) schedule: approximately 10 hours per week of Principal time, 8 hours per week of Principal Planner time for an assumed 12-month period for Specific Plan review, 12 hours per week of Senior Planner/Project Manager time, and 4 hours per week of Assistant Planner support. A 20% contingency is added on top of that for any unexpected or out-of-scope work.

Table 4. Good City labor hours and fee estimate for the 24-month schedule. Hours reflect sustained weekly staffing across 104 weeks at 2026 billing rates. Billing rates are subject to annual increase. Subconsultant contracts are additional and are described below in Table 5.

Staff Level	Role	Rate	Estimated Hours	Estimated Fee
Principal-in-Charge (Lisa Costa Sanders)	Executive oversight, City leadership liaison, D.A. and policy oversight	$280	1,040 hours (10 hrs/week)	$291,200
Principal Planner (Troy Reinhalter)	Technical input on Plan review and development/design standards.	$215	416 hours (8 hrs/week for 12 months)	$89,440
Senior Planner / Project Manager (Robert Rivera)	Day-to-day PM, Plan review, coordination, agency tracking, applicant meetings	$190	1,248 hours (12 hrs/week avg.)	$237,120
Assistant Planner	Research, comment matrices, meeting notes, document support, submittal log maintenance.	$140	416 hours (4hrs/week avg.)	$58,240
Subtotal, Good City labor		**—**	**3,120**	**$676,000**
Project contingency (20% of labor subtotal)		—	—	$135,200
Subtotal, Good City labor plus contingency		—	—	**$811,200**
Direct costs and reimbursables	Mileage at IRS rate, engagement materials, reproduction/printing	—	—	$12,000
TOTAL NOT-TO-EXCEED, Good City services		**—**	**—**	**$823,200**

Table 5. Subconsultant fee summary, Good City administrative markup, and subconsultant contingency.

Subconsultant	Scope	Estimated Fee
Group4	Public Facilities Peer Review (Police / Fire)	$35,600
Group 4	**Optional Task**-Corp Yard	$32,800
Gates + Associates	Park Design Review / Parks Master Plan Update	$62,530

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Subconsultant	Scope	Estimated Fee
Dodd & Chaaban	Public Information & Affairs Consultant	$128,000
Economic & Planning Systems (EPS)	Fiscal Impact & Market Study	$140,000
Subtotal, subconsultant fees		**$398,930**
Subconsultant contingency (20%)		$79,786
Subtotal with contingency		$478,716
Good City administrative fee (10%)		$47,872
TOTAL, subconsultants		**$526,588**

The total **$1,349,788 not to exceed** above has been calculated to carry the project through adoption without contract amendment unless there is a material change in project scope or duration, meaning a substantive expansion of the tasks described in Section 4, additional subconsultant scope beyond that identified in Table 5, or an extension of the schedule beyond the 24-month assumption described in Section 7.

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Subconsultants

Subconsultant labor is billed with an additional 10% administrative fee consistent with Good City's rate schedule. This proposal includes budget for the four subconsultants described in Section 4 (Task 1: Project Management), plus the 10% Good City administrative fee and a 20% subconsultant contingency, so that subconsultant scopes of work can be expanded if needed within the original contract amount. See Table 5 above for the fee summary.

Contingency

The contingency amount is intended to be authorized but not spent by default. It is drawn on only if the effort requires it, and if authorized by the City. Examples of contingency work might include an additional Screencheck round of review, a delayed technical study or agency response, an extended EIR comment period, or expanded hearing preparation. Unused contingency will remain unbilled and with the City.

Invoicing

Good City will invoice the City monthly, with each invoice itemized by staff title consistent with Table 4. Budget status, including hours expended against the not-to-exceed ceiling and each subconsultant invoice will be included.

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APPENDIX A: GROUP4 — SCOPE OF WORK AND FEE ESTIMATE

The following scope of work and fee estimate for Corporation Yard Conceptual Design and Public Facilities Peer Review (Police / Fire) services is reproduced from Group4 Architecture, Research + Planning, Inc.'s proposal to Good City Company.

Scope of Work

Group4 Architecture, Research + Planning, Inc. ("Consultant") will assist Good City Company ("Client") by providing peer review of conceptual design documents prepared by others for an approximately 15,000-square-foot Fire Station and an approximately 25,000-square-foot Police Facility and an optional task to prepare program and conceptual site strategy for a new City Corporation Yard and.

Task 1 — Project Initiation and Management

Participate in a kickoff meeting with the Client and City; confirm project goals, work plan, schedule, communication protocols, and required information; and review available background information and coordinate the Consultant's work with the Client.

- **Deliverables:** Work plan, schedule, information request, and brief summaries of Consultant-led meetings.

OPTONAL Task 2 — Corporation Yard Program and Site Assessment

Conduct one site visit and facilitate staff interviews to document current and future operations; assess staffing, fleet vehicles, equipment, and storage needs; conduct a staff survey; identify access, circulation, and security needs; prepare a draft space and site program; and, following review, prepare up to two preliminary site strategy options for the Corporation Yard, including scaled diagrammatic site and building footprint diagrams and a summary of gross square footage.

- **Deliverables:** Existing-operations summary; staffing, fleet, and equipment inventory; draft and final space/site program; and adjacency diagram.

OPTIONAL Task 3 — Corporation Yard Conceptual Site Strategy

Review apparent site opportunities and constraints; prepare up to two conceptual site strategy alternatives; compare the alternatives for operational efficiency, safety, security, compatible adjacencies, flexibility, and fleet-electrification readiness; and facilitate one review meeting to refine one preferred site strategy.

- **Deliverables:** Up to two conceptual alternatives, operational flow diagrams, comparative evaluation, and one refined preferred site strategy.

OPTIONAL Task 4 — Corporation Yard Planning Summary

Prepare a concise draft summary documenting project goals, assumptions, operational needs, recommended program, alternatives considered, preferred site strategy, items requiring further study, and recommended next steps, and incorporate one consolidated set of Client and City comments into the final summary.

- **Deliverables:** Draft and final Corporation Yard Planning Summary with final program and diagrams in PDF format.

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Task 5 — Police Facility Conceptual Design Peer Review

Review one conceptual design submittal prepared by others for the approximately 25,000-square-foot Police Facility, addressing consistency with the approved program and project goals; operational organization and adjacencies; public, staff, patrol, detainee, evidence, service, and emergency circulation; secure-area separation; site access and secure parking; and apparent gaps, conflicts, or inefficient space allocation. Participate in one review meeting and provide one limited follow-up review.

- **Deliverables:** Annotated comments or plan markups and a concise peer-review memorandum.

Task 6 — Fire Station Conceptual Design Peer Review

Review one conceptual design submittal prepared by others for the approximately 15,000-square-foot Fire Station, addressing consistency with the approved program and project goals; apparatus circulation; functional adjacencies; firefighter health, safety, and privacy; equipment and storage; site access and security; and apparent gaps, conflicts, or inefficient space allocation. Participate in one review meeting and provide one limited follow-up review.

- **Deliverables:** Annotated comments or plan markups and a concise peer-review memorandum.

Corporation Yard deliverables are programming and conceptual planning documents and are not suitable for permitting, bidding, or construction. Peer review is advisory and does not transfer responsibility from the architects, engineers, or other design professionals of record; it is not a comprehensive code, accessibility, structural, seismic, engineering, security, or life-safety review.

Fee Estimate

Compensation to Consultant for the Basic Services above shall be as follows. The lump-sum fee will be invoiced monthly in proportion to services performed; Police Facility and Fire Station peer-review services will be invoiced monthly at hourly rates not to exceed the amounts below without the Client's prior written authorization.

Service	Basis	Amount
Tasks 1: Project Initiation and Management	Lump Sum	$6,800
OPTIONAL Tasks 2–4: Corporation Yard Planning Services	Lump Sum	$32,800
Task 5: Police Facility Conceptual Design Peer Review	Hourly NTE	$14,400
Task 6: Fire Station Conceptual Design Peer Review	Hourly NTE	$14,400
TOTAL MAXIMUM COMPENSATION		**$68,400**

Reimbursable expenses (approved travel and mileage, delivery, outside printing, presentation materials, and authorized subconsultant costs) will be invoiced at 1.10 times direct cost, in addition to the compensation above, with no single reimbursable expense exceeding $3,000 in the aggregate without the Client's prior written authorization.

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APPENDIX B: GATES + ASSOCIATES — SCOPE OF WORK AND FEE ESTIMATE

The following scope of work and fee estimate for Community Park, Trails and Open Space Peer Review Services is reproduced from Gates + Associates' proposal to Good City Company.

Scope of Work

Task 1 — Project Management

Establish the framework for the peer review and confirm City objectives and priorities: participate in a project kick-off meeting with City staff to confirm project goals, roles, and communication protocols and adopt a baseline schedule; and provide day-to-day project management and coordination, including monthly virtual coordination meetings with City staff.

- **Deliverables:** Project Work Plan and Schedule; Meeting Agenda and Minutes (Kick-Off Meeting (1); Coordination Meetings (15)).

Task 2 — Data Gathering and Site Evaluation

Review available background materials relevant to the proposed park and larger development; conduct one site visit to understand existing conditions, topography, access, circulation, and adjacent land uses; and prepare an initial summary of key park planning issues, opportunities, and questions to guide subsequent peer review.

- **Deliverables:** Initial Issues and Opportunities Summary (Site Visit (1)).

Task 3 — Park Planning and Program Review

Independently evaluate the developer's proposed park concept and program from a park planning, landscape architecture, recreation, accessibility, and long-term community-use perspective; evaluate the proposed recreational program relative to community needs and Benicia's broader park system; evaluate the relationship between the primary community park and other proposed parks, greenways, and trails; and identify recommended refinements, alternatives, or additional considerations.

- **Deliverables:** Park Planning and Program Review Comments; Annotated Park Concept / Planning Diagrams, as appropriate; Preliminary Recommendations.

Task 4 — Preliminary Cost Review and Validation

Review available preliminary park construction cost information prepared by the developer or its consultants, and prepare an independent planning-level Opinion of Probable Construction Cost and/or validation and commentary on the developer's estimate.

- **Deliverables:** Planning-Level Park Cost Review / Opinion of Probable Construction Cost.

Task 5 — City and Developer Coordination

Participate in coordination meetings with City staff to review findings, questions, and preliminary recommendations, and participate in up to two meetings with the developer and its design team to understand the basis of the proposed park concept, recreational program, cost assumptions, and phasing.

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- **Deliverables:** Developer / Design Team coordination (virtual) — up to 2 meetings.

Task 6 — Community Study Session

Support a focused community discussion regarding the proposed park and recreational program: participate in and assist City staff with facilitation of one in-person community study session, and review and summarize community input for incorporation into final recommendations.

- **Deliverables:** Community Study Session Presentation Materials; Community Input Summary (Community Study Session (1)).

Task 7 — Final Peer Review and Recommendations

Document independent peer review findings and present recommendations for City consideration; prepare a final peer review memorandum; present findings to the City Community Services Commission and Benicia City Council; and prepare a supplemental element or addendum for the Valero Community Park and Open Space within the City's 2021 Parks, Trails and Open Space Master Plan.

- **Deliverables:** Final Park Planning Peer Review Memorandum; Supporting Diagrams / Annotated Plans, as appropriate; Final Planning-Level Cost Review; Presentation Materials (Community Services Commission (1); City Council (1)).

GATES' services are advisory in nature and are based on plans, studies, estimates, and other information made available by the City, developer, and other consultants; GATES is not responsible for the completeness or accuracy of documents prepared by others, and preparation of a new or substantially redesigned park concept is not included.

Fee Estimate

Attendance at the meetings identified above is included in the scope of work (each meeting assumed at a maximum of four hours); additional meetings will be billed as Additional Services at GATES' then-current hourly rates.

Task	Subtotal Fee
Task 1 — Project Management	$11,960
Task 2 — Data Gathering and Site Evaluation	$8,820
Task 3 — Park Planning and Program Review	$11,360
Task 4 — Preliminary Cost Review and Validation	$4,120
Task 5 — City and Developer Coordination	$4,420
Task 6 — Community Study Session	$10,270
Task 7 — Final Peer Review and Recommendation	$10,580
Subtotal	$61,530
Reimbursable Allowance	$1,000
TOTAL	**$62,530**

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APPENDIX C: DODD & CHAABAN — SCOPE OF WORK AND FEE ESTIMATE

The following scope of work and fee estimate for public affairs, strategic communications, and intergovernmental relations services is reproduced from Dodd and Chaaban Strategies LLC's revised proposal to the City of Benicia, submitted as a subcontractor and member of the City's consultant team led by Good City Company.

Scope of Work

Dodd and Chaaban Strategies LLC shall provide comprehensive public affairs, strategic communications, media, stakeholder and public engagement, inter-governmental relations, and project support services related to the proposed Valero Benicia Redevelopment Project, working collaboratively with Good City Company to advance the City's objectives for an effective and community-focused redevelopment process.

A. Strategic Communications and Media

Develop and implement a comprehensive communications strategy designed to inform stakeholders, address community concerns, and build understanding regarding the proposed redevelopment. Services may include a strategic communications framework; project messaging and narrative development; key messages, talking points, FAQs, and briefing materials; media strategy, press releases, and spokesperson services; issue identification and crisis communications planning; and ongoing monitoring of public sentiment.

B. Community and Stakeholder Outreach and Engagement

Assist in the planning, implementation, and management of public and stakeholder engagement efforts: identification and mapping of key stakeholders; development of stakeholder engagement plans; facilitation of briefings, listening sessions, workshops, and community meetings; support for public open houses; and preparation of engagement summaries and post-meeting recommendations.

C. Intergovernmental Relations and State Lobbying Services

Provide intergovernmental affairs and state lobbying services on matters affecting project implementation: monitoring state, regional, and local policy developments; strategic guidance on state regulatory actions and legislation; direct advocacy with government officials, including Caltrans, the California Public Utilities Commission, the California State Transportation Agency, the Department of Toxic Substances Control, CalEPA, and the Department of Housing and Community Development; and coalition-building among governmental and institutional stakeholders.

D. Internal Coordination, Strategic Counsel, and Executive Advisory Services

Provide ongoing executive-level strategic counsel throughout the project, working closely with Good City Company and the City: public affairs risk assessment and mitigation planning; proactive identification of potential regulatory or permitting issues; executive briefings and strategic recommendations; and regular project coordination meetings.

Project Management

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Ezrah Chaaban shall serve as project director, serving as the primary point of contact and coordinating all project activities, maintaining regular communication with the Client and Good City Company. Bill Dodd and Ana Vazquez will also be assigned to provide services under this contract, and Mark Watts will assist as needed on transportation policy issues.

Fee Estimate

Dodd and Chaaban Strategies LLC proposes hourly billing with a not-to-exceed amount, based on the following personnel rates and estimated service-hour limits over a 24-month period.

Personnel Classification	Hourly Rate
Partner	$400
Associate	$125

Service Category	Estimated Period	Hours, Not to Exceed
Public relations and communications services	24 months	240
State lobbying and intergovernmental relations services, if needed	24 months	80
Total base service hours		**320**

For purposes of establishing a maximum contract authorization, the base professional-fee amount is calculated conservatively using the highest applicable hourly rate:

Cost Component	Not-to-Exceed Amount
Base professional fees	$128,000

Reasonable out-of-pocket expenses (travel, mileage at the IRS rate, printing, postage) will be billed at actual cost without markup and are included within the total contract amount above.

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APPENDIX D: ECONOMIC & PLANNING SYSTEMS (EPS) — SCOPE OF WORK AND FEE ESTIMATE

The following scope of work and fee estimate for fiscal, economic, and financial analysis services is reproduced from Economic & Planning Systems, Inc. (EPS)'s Work Program to support the City of Benicia's planning and entitlement review of the Valero Benicia Redevelopment project.

Scope of Work

EPS will provide comprehensive economic, fiscal, and financial analysis as a subconsultant on a team led by Good City Company, supporting the City's review of the Specific Plan being prepared by Signature Development Group.

Task 1 — Project Initiation and Management

Participate in a project initiation meeting with the Good City Company team and City staff to confirm project goals, scope and schedule, identify data needs, and clarify administrative protocols. This task also includes on-going project management activities and regular communication with the Team.

Task 2 — Fiscal Impact Analysis

Create a fiscal model to compare the impacts of the various land programs being considered, comparing General Fund revenues (property tax, sales tax, transfer tax, and other sources) with the costs of providing urban services to the project area. The baseline scope assumes sensitivity analysis for up to three development scenarios, including the applicant's preferred scenario.

Task 3 — Infrastructure Financing Strategy

Evaluate funding and financing mechanisms most appropriate to cover the one-time and on-going costs associated with infrastructure and municipal services, including development impact fees, Mello-Roos Community Facilities Districts, tax-increment financing mechanisms, voter-approved taxes, and community benefit and/or development agreements and policies.

Task 4 — Community Benefit Technical Support

Provide technical analysis to support negotiations related to Community Benefit contributions, including a value-creation analysis, case studies of Community Benefit contributions and agreements from other California jurisdictions (including refinery redevelopments), and technical analysis to help the City formalize the form and structure of any Community Benefits applicable to the Valero Benicia Redevelopment project.

Task 5 — Development Agreement (DA) Technical Support

Provide technical analysis to support Good City Company and City staff in negotiating a Development Agreement to implement the Valero Benicia Redevelopment Specific Plan, including participation in selected Team meetings and technical materials for internal review under attorney-client privilege.

Task 6 — EPS Meetings and Deliverables

Document the findings and analysis from Tasks 2–4 in a series of draft technical memoranda for initial review by Good City Company, revised based on one round of consolidated Good City Company comments and one

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additional round of consolidated City comments into a Final memo for each task. The budget assumes EPS participation in up to 13 virtual meetings for Tasks 1–4 and one site visit.

Fee Estimate

EPS anticipates the work program outlined will require a not-to-exceed budget of $140,000 as detailed in EPS's Table 1 below. EPS charges for its services on a direct cost (hourly billing rates plus direct expenses), not-to-exceed basis; the Client will be billed only for work completed up to the authorized budget amount, and invoices are submitted monthly.

Table 1: Proposed Budget

Task	Fee
Task 1 — Project Initiation and Management	$8,570
Task 2 — Fiscal Impact Analysis	$22,530
Task 3 — Infrastructure Financing	$26,150
Task 4 — Community Benefit Technical Support	$27,450
Task 5 — Development Agreement Technical Support	$26,700
Task 6 — EPS Meetings and Deliverables	$27,180
Subtotal	$138,580
Direct Costs (Travel, Supplies, Data Acquisition)	$1,420
TOTAL	**$140,000**

AGENDA ITEM
CITY COUNCIL MEETING DATE – OCTOBER 20, 2026
CONSENT CALENDAR

TO : City Manager

FROM : Administrative Services Director

SUBJECT : **APPROVAL OF AGREEMENT WITH OPENGOV, INC. FOR GRANTS MANAGEMENT SOFTWARE SUBSCRIPTION AND IMPLEMENTATION SERVICES**

EXECUTIVE SUMMARY:

Council approval is needed to award an agreement with OpenGov, Inc. to implement the OpenGov Grants Management software. The Grants Management software will support the administration of the City's Bay Repair Catalyst grant from the Bay Area Air District (BAAD) along with any other grant the City is awarded. There is additional benefit in using software to standardize grants management and financial processes across the organization. The proposed agreement includes a Software as a Service (SaaS) subscription and professional services to support implementation in fiscal year 2026-27 (FY27), with SaaS subscription continuing through June 30, 2032 (FY32).

RECOMMENDATION:

Move to adopt a resolution (Attachment 1) approving an agreement with OpenGov, Inc. for Grants Management SaaS subscription and implementation services in an amount not to exceed $307,871.21, for a term through June 30, 2032, and authorizing the City Manager or Administrative Services Director to execute the agreement.

BUDGET INFORMATION:

There is no budget impact in FY27, use of operating contingency has been approved by the City Manager, future annual software expense will be included in budget development. There is available budget in the FY27 Finance Department professional services account (0103100-7011) and software services account (0103100-7038) for FY27 implementation and software subscription costs.

The total agreement amount is $307,871.21 over the 68-month term ending June 30, 2032. FY27 costs total $70,074.00, consisting of $42,750.00 for implementation services and $27,324.00 for software subscription services. Future year software subscription costs are $43,035.30 in FY28, $45,187.07 in FY29, $47,446.42 in FY30, $49,818.74 in FY31, and $52,309.68 in FY32.

Further, the City anticipates the agreement costs of this agreement with OpenGov will be reimbursed by the BAAD as part of the of the activities for the Bay REPAIR Catalyst grant.

BACKGROUND:
The City is proposing to implement OpenGov Grants Management software to standardize grants management administration across the organization and provide a centralized system for tracking, reporting, and monitoring City grants. The system will support administration of the BAAD grant as well as all other City grants. FY27 implementation services include system configuration, integration with Tyler Munis, data migration, testing, training, and launch support.

The OpenGov Grants Management software has existing and planned functionality to natively integrate with OpenGov Planning and Budgeting and Procurement software systems. These integrations will create operational efficiencies in aligning activity across the respective functions. Software from other providers was informally evaluated and determined not to meet the needs of the City.

The City currently utilizes OpenGov software for Planning and Budgeting, Procurement, and Permitting & Licensing. Staff propose procuring Grants Management software from OpenGov on a sole-source basis because OpenGov is the only known supplier capable of providing the requested grants management functionality as an extension of the City's existing OpenGov platform without requiring implementation and administration of a separate system and without creating custom integrations to achieve the desired functionality. The procurement is being made pursuant to Benicia Municipal Code Sections 3.10.020 and 3.10.030(C).

NEXT STEPS:
If approved, the agreement with OpenGov, Inc. will be executed by the City Manager or Administrative Services Director, and staff will begin implementation of OpenGov Grants Management.

ALTERNATIVE ACTIONS:
If the agreement with OpenGov, Inc. is not approved, the Finance Department will continue using its existing processes to administer and track grants. Council may also direct staff to pursue a different approach for grants management.

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

ATTACHMENTS:
1. Resolution – OpenGov, Inc. Grants Management Agreement
2. OpenGov, Inc. Grants Management Agreement

For more information contact: Jeff Tschudi, Administrative Services Director
Phone: 707-746-4222
E-mail: jtschudi@ci.benicia.ca.us

RESOLUTION NO. 26-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA APPROVING AN AGREEMENT WITH OPENGOV, INC. FOR GRANTS MANAGEMENT SOFTWARE SUBSCRIPTION AND IMPLEMENTATION SERVICES

WHEREAS, the City desires to standardize grants management administration across the organization and provide a centralized system for tracking, reporting, and monitoring City grants; and

WHEREAS, OpenGov Grants Management will support administration of the Bay REPAIR Benicia Catalyst grant awarded from the Bay Area Air District, as well as other City grants; and

WHEREAS, the proposed agreement with OpenGov, Inc. includes software subscription services and professional implementation services in fiscal year 2026-27, with software subscription services continuing through June 30, 2032; and

WHEREAS, the total cost of the proposed agreement is not to exceed $307,871.21; and

WHEREAS, the City currently utilizes multiple OpenGov modules, and staff have determined that OpenGov is the only known supplier capable of providing the requested Grants Management functionality as an extension of the City's existing OpenGov platform without requiring implementation and administration of another system and without custom integrations to achieve desired functionality; and

WHEREAS, pursuant to Benicia Municipal Code Sections 3.10.020 and 3.10.030(C), the proposed agreement is being procured on a sole-source basis and requires City Council approval because the agreement exceeds $100,000.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Benicia does hereby approve the Agreement with OpenGov, Inc. for Grants Management software subscription and implementation services in an amount not to exceed $307,871.21 and authorizes the City Manager or Administrative Services Director to execute the agreement.

*****

On motion of Council Member , seconded by Council Member , the above Resolution was adopted by the City Council of the City of Benicia at a regular meeting of said Council held on the 20th day of October 2026 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

_____
Steve Young, Mayor

Attest:

_____
Lisa Wolfe, City Clerk

_____
Date

OpenGov

OpenGov Inc.
660 3rd Street, Suite 100
San Francisco, CA 94107
United States

Order Form Number:	Q-19542	**Prepared By:**	Shea Galicer
Created On:	09/28/2026	**Email:**	sgalicer@opengov.com
Order Form Expiration:	10/31/2026	**Contract Term:**	68 Months
Subscription Start Date:	11/01/2026		
Subscription End Date:	06/30/2032		

Customer Information:

Customer:	City of Benicia, CA	**Contact Name:**	Jeff Tschudi
Bill To/Ship To:	250 East "l" Street Benicia, California 94510 United States	**Email:** **Phone:**	jtschudi@ci.benicia.ca.us 707-746-4225

Order Details:

Billing Frequency:	Prepaid
Payment Terms:	Net 30 Days

SOFTWARE SERVICES:

Product Name	Start Date	End Date	Annual Fee
Grants Management - Advanced	11/01/2026	06/30/2027	$27,324.00
Grants Management - Advanced	07/01/2027	06/30/2028	$43,035.30
Grants Management - Advanced	07/01/2028	06/30/2029	$45,187.07
Grants Management - Advanced	07/01/2029	06/30/2030	$47,446.42
Grants Management - Advanced	07/01/2030	06/30/2031	$49,818.74
Grants Management - Advanced	07/01/2031	06/30/2032	$52,309.68

PROFESSIONAL SERVICES:

Product Name	Start Date	Description	Fee

Grants Management Implementation Services Package	11/01/2026	Grants Management Implementation Services Package - Standard	$42,750.00

Professional Services Total: $42,750.00

Customer Billing/Service Periods:

Period:	Total:
11/01/2026	$70,074.00
07/01/2027	$43,035.30
07/01/2028	$45,187.07
07/01/2029	$47,446.42
07/01/2030	$49,818.74
07/01/2031	$52,309.68

Order Form Legal Terms:

This Order Form incorporates and is made part of the OpenGov Master Services Agreement between Customer and OpenGov dated July 23, 2026 ("MSA"). If Professional Services are purchased, the Statement of Work is incorporated by reference. Fees for the Software Services and Professional Services shall be due and payable, in advance, 30 days from receipt of the invoice. By signing this Order Form, Customer acknowledges and agrees to these Legal Terms.

City of Benicia, CA:

Signature: _____

Name: _____

Title: _____

Date: _____

OpenGov, Inc.

Signature: _____

Name: _____

Title: _____

Date: _____

OpenGov Master Services Agreement

Last Modified: 5/5/2025

View Terms of Service

The parties to this Master Services Agreement (this "Agreement") are OpenGov, Inc., a Delaware corporation ("OpenGov"), and the party procuring OpenGov's products and services ("Customer"). Each Customer will execute an Order Form, which becomes binding when the parties sign it (the "Effective Date") and sets forth the terms and conditions under which OpenGov will provide its products and services to Customer.

1. Definitions

1.1. "Customer Data" means the data that is provided by Customer to OpenGov pursuant to this Agreement (for example, by email or through Customer's software systems of record), including any data transmitted through the Software Services.

1.2. "Documentation" means any written, electronic, or online materials produced by OpenGov, and made available to Customer in connection with the Software Services, including user guides, training materials, FAQs, and technical support content, but excluding Product Documentation.

1.3. "Intellectual Property Rights" means all past, present, and future intellectual property rights including those associated with works of authorship, copyrights, moral rights, trademarks, trade names, trade secrets, patent rights, and any other proprietary rights in intellectual property of every kind and nature.

1.4. "Order Form" means the document(s) separately executed by the parties or attached as an exhibit, that specifies the Software Services and the Professional Services that OpenGov will provide to Customer. All such Order Form(s) are incorporated into this Agreement by reference.

1.5. "Product Documentation" means the technical specifications that describe the features, functionality, configuration, and intended operation of the Software Services located at https://opengov.my.site.com/support/s/agreement-product-documentation, which is incorporated into this Agreement by reference.

1.6. "Professional Services" means the implementation, configuration, training, consulting, or other professional services provided by OpenGov or its authorized partners, and identified in the applicable Statement of Work.

1.7. "Software Services" means the commercial-off-the-shelf software products and services provided by OpenGov and identified in the applicable Order Form.

1.8. "Statement of Work" or "SOW" means the document(s) separately executed by the parties or attached as an exhibit to this Agreement or any applicable Order Form, that specifies the Professional Services that OpenGov will provide to Customer. All such SOW(s) are incorporated into this Agreement by reference.

2. Software Services and Professional Services

2.1. Software Services.

2.1.1. Subject to the terms and conditions of this Agreement, OpenGov will use commercially reasonable efforts to provide the Software Services.

2.1.2. Support and Service Levels. Customer support is available by email to moc.vognepo@troppus or by using the chat messaging functionality of the Software Services. Customer may report issues any time; however, OpenGov will address issues during business hours. OpenGov will provide the applicable level of support in accordance with the Support and Software Service Levels located at https://opengov.com/service-sla, which is incorporated into this Agreement by reference.

2.2. Professional Services.

2.2.1. Subject to the terms and conditions of this Agreement, OpenGov will use commercially reasonable efforts to provide the Professional Services, if applicable. Unless otherwise specified in the SOW, any pre-paid Professional Services must be utilized within one year from the Effective Date.

2.2.2. Travel Expenses for Professional Services. Travel expenses, if any, will be set forth in the applicable Order Form or SOW. Any additional travel expenses shall be subject to Customer's prior written approval and will be reimbursable by Customer.

3. Restrictions and Responsibilities

3.1. Restrictions. Customer may not use the Software Services in any manner or for any purpose other than as expressly permitted by the Agreement. In addition, Customer shall not, and shall not knowingly or negligently, permit or enable any third party to: (a) use or access any of the Software Services to build a competitive product or service; (b) modify, disassemble, decompile, reverse engineer or otherwise make any derivative use of the Software Services (except to the extent applicable laws specifically prohibit such restriction); (c) sell, license, rent, lease, assign, distribute, display, host, disclose, outsource, copy or otherwise commercially exploit the Software Services; (d) perform or disclose any benchmarking or performance testing of the Software Services, including but not limited to load testing or stress testing; (e) remove any proprietary notices included with the Software Services; (f) use the Software Services in violation of

applicable law; or (g) transfer any personal, sensitive, or personally identifiable information to OpenGov in a manner that violates Customer's obligations under the Data Processing Addendum.

3.2. Responsibilities. Customer shall be responsible for obtaining and maintaining computers, third-party software systems of record, and application programming interfaces needed to connect to, access, or otherwise use the Software Services. Customer shall also be responsible for: (a) ensuring that such equipment is compatible with the Software Services, (b) maintaining the security of such equipment, user accounts, passwords and files, in accordance with industry standards, and (c) all uses of Customer user accounts by any party other than OpenGov. OpenGov is not responsible for the operation, support, or security of any third-party software, systems, or services not provided by OpenGov.

3.3. Data Processing Addendum. To the extent OpenGov processes any Customer Data that contains personal information, personally identifiable information, or sensitive personal information on behalf of Customer in the course of providing the Software Services and Professional Services under this Agreement, the parties agree to comply with the terms of the Data Processing Addendum, located at https://opengov.com/terms-of-service/data-processing-addendum/, which is incorporated into this Agreement by reference.

4. Intellectual Property Rights; License Grants; Access to Customer Data

4.1. OpenGov's Intellectual Property Rights. OpenGov exclusively owns and retains all right, title, and interest to the Software Services, Professional Services, Documentation, and Product Documentation, including all Intellectual Property Rights therein. This includes, without limitation, all underlying technology, software, user interfaces, visual design elements (such as the "look and feel"), custom fonts, graphics, workflows, button icons, and any derivative works (e.g., enhancements, modifications, or corrections), including but not limited to those that are created in connection with or through the use of the Software Services, Professional Services, Documentation, or Product Documentation. Customer may not reproduce, modify, distribute, or create derivative works based on any

part of the Software Services, in whole or in part, without OpenGov's prior written consent.

4.2. License Grant to Customer. OpenGov grants Customer a non-exclusive, nontransferable, non-sublicensable, royalty-free license to use the Software Services, Documentation, and Product Documentation during the Term for its internal use and the purpose as described in this Agreement. No additional rights or licenses shall be deemed granted.

4.3. Customer's Intellectual Property Rights. Customer retains all right, title, and interest, including all Intellectual Property Rights, in and to Customer Data. Customer grants OpenGov and its authorized partners (such as cloud hosting providers) a non-exclusive, royalty-free license to access, use, store, edit, reformat and otherwise process Customer Data for the purpose of providing, maintaining, developing, and improving OpenGov's products and services.

4.4. Aggregated and Anonymized Data. Customer agrees that OpenGov and its authorized partners may use aggregated and anonymized data derived from Customer Data to provide, maintain, develop, and improve OpenGov's products and services, to provide general customer service support and improvements, and to perform data and usage analytics. Any insights, developments, or improvements arising from such aggregated, anonymized data shall be owned by OpenGov.

4.5. Access to Customer Data. Customer may download Customer Data from the Software Services at any time during the Term, excluding during routine software maintenance periods. For a period of 30 days after expiration of the Term, Customer may request that OpenGov complete a one-time transfer of Customer Data in a format customarily used in the industry at OpenGov's then-current hourly rate.

4.6. Deletion of Customer Data. Unless otherwise requested pursuant to this Section 4.6, upon the termination of this Agreement, Customer Data shall be deleted pursuant to OpenGov's standard data deletion and retention practices, which is to delete Customer Data 45 days after termination or expiration of the Agreement. Upon written request, Customer may request deletion of Customer Data prior to the date of termination of this Agreement, in accordance with the notice requirements set forth in Section 10.2.

4.7. Feedback. "Feedback" means any suggestions, comments, ideas, recommendations, usage, or other input provided by Customer to OpenGov regarding the services.

Customer grants OpenGov a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license to use such Feedback in the Software Services, Professional Services, Documentation and Product Documentation. OpenGov will exclusively own all right, title, and interest, including all Intellectual Property Rights, in and to any improvements, modifications, or derivative works to the Software Services, Professional Services, Documentation or Product Documentation that are based on or derived from such Feedback.

5. Confidentiality

5.1. "Confidential Information" means all confidential business, technical, and financial information of the disclosing party that is marked as "Confidential" or an equivalent designation or that should reasonably be understood to be confidential given the nature of the information and/or the circumstances surrounding the disclosure. OpenGov's Confidential Information includes, without limitation, the software underlying the Software Services, Documentation, and Product Documentation.

5.2. Confidential Information does not include information that: (a) was publicly known or becomes publicly known through no breach of this Agreement by the receiving party; (b) is required to be disclosed upon request under any applicable federal, state, or local public records laws; (c) Customer expressly directs OpenGov make publicly available; (d) was lawfully known to the receiving party without restriction on disclosure before receipt from the disclosing party; (e) is disclosed to the receiving party by a third party who has the right to make such disclosure without restriction; or (f) is independently developed by the receiving party without access to the disclosing party's Confidential Information.

5.3. Each party agrees to use the other's Confidential Information only in connection with this Agreement. Each party further agrees to protect the other party's Confidential Information using the measures that it employs with respect to its own Confidential Information of a similar nature, but in no event with less than reasonable care. If a party is required to disclose Confidential Information by law, subpoena, or court order, it must,

to the extent legally permitted, promptly notify the other party in writing prior to the disclosure to give the other party an opportunity to oppose or limit the disclosure.

6. Term and Termination

6.1. Agreement Term. This Agreement begins on the Effective Date and will remain in effect until the termination or expiration of all active Order Forms entered into under this Agreement ("Term"), unless earlier terminated pursuant to this Section 6.

6.2. Renewal. Each Order Form shall automatically renew for additional terms equal in duration to its initial term (each, a "Renewal Term"), unless either party provides written notice of non-renewal at least 30 days prior to the expiration of the then-current term.

6.3. Termination for Cause. If either party materially breaches this Agreement and fails to cure such breach within 30 days after receiving written notice by the non-breaching party, the non-breaching party may terminate this Agreement.

6.4. Termination for Non-Appropriation. If required by applicable law, Customer may terminate this Agreement if it does not appropriate funds for a future fiscal year. In order to terminate for non-appropriation, Customer must provide at least 30 days' prior written notice, provided it is after the first full year of the Agreement. Obligations to pay fees are non-cancelable, and payments are non-refundable. This section may not be used as a substitute for termination for convenience.

6.5. Effect of Termination. Upon termination of this Agreement pursuant to Section 6: (a) Customer shall pay in full for all of the Software Services and Professional Services for the then-current annual term; (b) OpenGov shall stop providing the Software Services and the Professional Services to Customer; and (c) with the exception of Customer Data, the return and deletion of which are addressed in Section 4, each party shall, upon request of the other party, return or delete any of the other party's Confidential Information.

7. Payment of Fees

7.1. Fees; Invoicing; Payment; Expenses.

7.1.1. Fees. Fees for the Software Services and Professional Services are set forth in the applicable Order Form, and OpenGov will invoice Customer accordingly. Customer agrees to pay invoices within 30 days of receipt. Invoices are deemed received when OpenGov emails them to Customer's designated billing contact. Obligations to pay fees are non-cancelable, and payments are non-refundable, except as expressly provided in Sections 8.1.2 and 8.1.3.

7.1.2. Annual Software Price Adjustment. OpenGov shall increase the fees for the Software Services during any Renewal Term by 5% each year or as otherwise agreed upon in the applicable renewal Order Form.

7.1.3. Travel Expenses. OpenGov will invoice Customer for travel expenses provided in the SOW or Order Form as they are incurred. Customer shall pay all such valid invoices within 30 days of receipt of invoice. Receipts shall be provided for the travel expenses listed on the invoice.

7.2. Consequences of Non-Payment. If Customer fails to make any payments required under any Order Form or SOW, then in addition to any other rights OpenGov may have under this Agreement or applicable law: (a) Customer will owe a late interest penalty of the maximum rate permitted by law; and (b) if Customer's account remains delinquent (with respect to payment of an undisputed invoice) for 10 days after receipt of a delinquency notice from OpenGov, which may be provided via email to Customer's designated billing contact, OpenGov may temporarily suspend Customer's access to the Software Service for up to 90 days to pursue good faith negotiations before pursuing termination in accordance with Section 6.3. Customer will continue to incur and owe all applicable fees irrespective of any such service suspension based on such Customer's delinquency.

7.3. Taxes. Each party is responsible for the tax effects this Agreement imposes upon it. If Customer is tax-exempt, it will provide OpenGov its tax exemption certificate.

8. Representations and Warranties; Disclaimer

8.1. By OpenGov.

8.1.1. General Warranty. OpenGov represents and warrants that it has all right and authority necessary to enter into and perform this Agreement.

8.1.2. Professional Services Warranty. OpenGov further represents and warrants that the Professional Services, if any, will be performed in a professional and workmanlike manner in accordance with the related SOW and generally prevailing industry standards. For any breach of the Professional Services warranty, OpenGov will reperform the applicable services. If OpenGov is unable to re-perform such work as warranted, Customer will be entitled to recover all fees paid to OpenGov for the deficient work. Customer must give written notice of any claim under this warranty to OpenGov within 90 days of the completion of the Professional Services pursuant to the applicable SOW to receive such warranty remedies.

8.1.3. Software Services Warranty. OpenGov further represents and warrants that for the Term, the Software Services will perform in all material respects in accordance with the then-current Product Documentation. The foregoing warranty does not apply to (a) any Software Services that have been used in a manner other than as set forth in this Agreement, or (b) any pre-release features, functionality, or beta software services that Customer elects to use in the beta phase of development. For any breach of the Software Services warranty, OpenGov will repair or replace any nonconforming Software Services so that the affected portion of the Software Services operates as warranted. If OpenGov is unable to do so, Customer may terminate the Agreement and will be entitled to a refund of the pre-paid, unused portion of the fees from the date of the discovery of the defect. Customer must give written notice of any claim under this warranty to OpenGov within 90 days of Customer discovering the defect to receive such warranty remedies.

8.2. By Customer. Customer represents and warrants that (a) it has all right and authority necessary to enter into and perform this Agreement and (b) OpenGov's use of Customer

Data pursuant to this Agreement will not infringe, violate or misappropriate Intellectual Property Rights of any third party.

8.3. Disclaimer. OPENGOV DOES NOT WARRANT THAT THE SOFTWARE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE SERVICES. EXCEPT AS SET FORTH IN THIS SECTION 8, THE SOFTWARE SERVICES ARE PROVIDED “AS IS” AND OPENGOV DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

9. Limitation of Liability

9.1. By Type. NEITHER PARTY, NOR ITS SUPPLIERS, OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS OR EMPLOYEES, SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES; OR (C) FOR ANY MATTER BEYOND A PARTY’S REASONABLE CONTROL, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

9.2. By Amount. IN NO EVENT SHALL EITHER PARTY’S AGGREGATE, CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT EXCEED THE FEES PAID OR PAYABLE BY CUSTOMER TO OPENGOV FOR THE SOFTWARE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY.

9.3. Limitation of Liability Exclusions. The limitations of liability set forth in Sections 9.1 and 9.2 above do not apply to, and each party accepts liability to the other for: (a) claims

arising out of fraud or willful misconduct by either party; (b) either party's infringement of the other party's Intellectual Property Rights; (c) breach of obligations under Section 3.1; and (d) payment obligations under this Agreement.

9.4. No Limitation of Liability by Law. Because some jurisdictions do not allow liability or damages to be limited to the extent set forth above, some of the above limitations may not apply.

10. Miscellaneous

10.1. Logo Use. OpenGov shall have the right to use and display Customer's logos and trade names for marketing and promotional purposes in OpenGov's website and marketing materials, subject to Customer's trademark usage guidelines provided to OpenGov.

10.2. Notice. Ordinary day-to-day operational communications may be conducted by email, live chat or telephone. For notices required by the Agreement the parties must communicate more formally in a writing sent via USPS certified mail and via email. OpenGov's addresses for notice are: moc.vognepo@lagel with a mailed copy to OpenGov, Inc., 660 3rd Street, Suite 100, San Francisco, CA 94107.

10.3. Anti-corruption. Neither OpenGov nor any of its employees or agents has offered or provided any illegal or improper payment, gift, or transfer of value in connection with this Agreement. The parties will promptly notify each other if they become aware of any violation of any applicable anti-corruption laws in connection with this Agreement.

10.4. Injunctive Relief. The parties acknowledge that any breach of the confidentiality provisions or the unauthorized use of a party's intellectual property may result in serious and irreparable injury to the aggrieved party for which damages may not adequately compensate the aggrieved party. The parties agree, therefore, that, in addition to any other remedy that the aggrieved party may have, it shall be entitled to seek equitable injunctive relief without being required to post a bond or other surety or to prove either actual damages or that damages would be an inadequate remedy.

10.5. Force Majeure. Neither party will be liable for any delay or failure to perform its obligations under this Agreement, due to any events beyond its reasonable control, including but not limited to acts of god, acts of governmental authority, war, riot, labor disputes, failures of performance by any third-party services, utilities, or equipment failures, or any other events beyond the party's reasonable control. Notwithstanding the foregoing, Customer shall remain obligated to perform its obligations under Section 7.1.1.

10.6. Severability; Waiver. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or any expectation of non-enforcement.

10.7. Survival. The following sections of this Agreement shall survive termination or expiration: Section 5 (Confidentiality), Section 7 (Payment of Fees), Section 4.6 (Deletion of Customer Data), Section 8.3 (Warranty Disclaimer), Section 9 (Limitation of Liability), and Section 10 (Miscellaneous).

10.8. Assignment. There are no third-party beneficiaries to this Agreement. Neither party may assign, or otherwise transfer this Agreement without the other party's written consent, which consent may not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, either party may assign, without such consent but upon written notice, its rights and obligations under this Agreement to its corporate affiliate or to any entity that acquires all or substantially all of its capital stock or its assets related to this Agreement, through purchase, merger, consolidation, or otherwise. Any other attempted assignment shall be void. This Agreement will benefit and bind permitted assigns and successors.

10.9. Independent Contractors. This Agreement does not create an agency, partnership, joint venture, or employment relationship, and neither party has any authority to bind the other.

10.10. Governing Law and Jurisdiction. This Agreement will be governed by the laws of Customer's jurisdiction, without regard to conflict of laws principles. The parties submit to personal jurisdiction and venue in the courts of Customer's jurisdiction.

10.11. Complete Agreement. OpenGov has made no other promises or representations to Customer other than those contained in this Agreement. Any additional or different terms in a purchase order or click-through agreement are expressly rejected by the parties and are void. Any modification to this Agreement must be in writing and signed by an authorized representative of each party. No third parties are authorized to modify this Agreement. If there is a conflict between this Agreement and any other attached or incorporated document, the terms of this Agreement will control unless expressly stated otherwise.

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AGENDA ITEM
CITY COUNCIL MEETING DATE – OCTOBER 20, 2026
CONSENT CALENDAR

TO : City Manager

FROM : Public Works Director

SUBJECT : ACCEPTANCE OF THE 2026 CITYWIDE CURB RAMP PROJECT

EXECUTIVE SUMMARY:

The 2026 Citywide Curb Ramp Project (Project) consisted of replacing 10 curb ramps and three driveways, hot mix asphalt, signing and striping at the various areas in town. Curb ramps are a critical element of accessible public infrastructure. They provide a smooth transition between sidewalks and roadways, enabling safe and independent travel for people of all abilities. Curb ramps are required under the Americans with Disabilities Act (ADA) and are essential for compliance with federal accessibility standards. The original project construction budget was $219,540.75 adopted in Resolution Number 26-22 on April 21, 2026. Construction is now complete.

RECOMMENDATION:

Adopt a resolution (Attachment 1) accepting the 2026 Citywide Curb Ramp Project, Project No. 24-10 as complete, authorizing the City Manager to sign the Notice of Completion (Attachment 2), authorizing the City Clerk to file said notice with the Solano County Recorder.

BUDGET INFORMATION:

The final project construction cost is $252,483.26, including contract change orders. The contingency amount was increased by $33,000 and Contract Change Orders Nos. 1 and 2 were approved by Council on September 1, 2026, by Resolution 26-88, which increased the Project budget to $252,540.75. The final project budget is described in detail below.

Construction Budget	
Original Construction Budget	$190,905.00
Original 15% Contingency	$28,635.75
Contingency Increase by Resolution 26-88	$33,000.00
Total Project Budget	$252,540.75

Sufficient funds for this Project are available for the closeout and completion of the Project in org./object 3118095.

BACKGROUND:
The Project consisted of 10 curb ramps and three driveways, hot mix asphalt, signing and striping at the intersection of Military West and West 10th Street (Site 1), intersection of Corrigan Court and Drolette Way (Site 2), intersection of Claverie Way and West J Street (Site 3), intersection of West 5th Street and West J Street, (Site 4), intersection of West 5th Street and West I Street alley (Site 5), intersection of Marina Place and West 4th Street (Site 6), and intersection of First Street and Peggy Martin Lane (Site 7).

Timeline
Bids were solicited, with bids received on March 3, 2026. On April 21, 2026, the City Council awarded the construction contract to Sposeto Engineering, Inc. A Notice to Proceed was issued on May 26, 2026, and construction was completed on August 28, 2026.

Grants Received
Portions of the Project were funded through two Transportation Fund for Clean Air grants in the amounts of $18,669 and $65,000, as well as a $30,000 Safe Routes to School microgrant, for a total of $113,669 in grant funding.

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

ALTERNATIVE ACTIONS:
None.

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

ATTACHMENTS:
1. Resolution – Acceptance of 2026 Citywide Curb Ramp Project
2. Notice of Completion - 2026 Citywide Curb Ramp Project

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

RESOLUTION NO. 26-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA ACCEPTING THE 2026 CITYWIDE CURB RAMP PROJECT AS COMPLETE, AUTHORIZING THE CITY MANAGER TO SIGN THE NOTICE OF COMPLETION, AUTHORIZING THE CITY CLERK TO FILE SAME WITH THE SOLANO COUNTY RECORDER'S OFFICE

WHEREAS, on April 21, 2026, the City Council adopted Resolution No. 26-22 awarding the construction contract for the 2026 Citywide Curb Ramp Project, Project No. 24-10 to Sposeto Engineering, Inc. in the amount of $219,540.75, which included a 15% construction contingency of $28,635.75; and

WHEREAS, on September 1, 2026, Council approved an increase in contingency of $33,000 and Contract Change Orders Nos. 1 and 2; and

WHEREAS, the final, total project construction budget is $252,540.75; and

WHEREAS, Sposeto Engineering, Inc. has completed the work in accordance with the plans and specifications and to the satisfaction of the City Engineer and this project was completed on August 28, 2026; and

WHEREAS, project savings of $57.49 will be returned to fund source of the project revenue; and

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Benicia does hereby accepts the 2026 Citywide Curb Ramp Project, Project No. 24-10 as complete, for a total project construction cost of $252,483.26.

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

*****

On motion of Council Member , seconded by Council Member , the above Resolution was adopted by the City Council of the City of Benicia at a regular meeting of said Council held on the 20th day of October 2026 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

_____
Steve Young, Mayor

Attest:

_____
Lisa Wolfe, City Clerk

_____
Date

Recorded at the request of:
CITY OF BENICIA

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

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

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

   2026 Citywide Curb Ramp Project (City Project No. 24-10)

   Nature of title as stated owner: In Fee.

2. A Capital Improvements Project known as the 2026 Citywide Curb Ramp Project, constructed at Intersection of Military W and W 10th Street (Site 1), intersection of Corrigan Court and Drolette Way (Site 2), Intersection of Claverie Way and W J Street (Site 3), Intersection of W 5th Street and W J Street (Site 4), intersection of W 5th Street and W I Street alley (Site 5), intersection of Marina Place and W 4th Street (Site 6), and intersection of First Street and Peggy Martin Lane (Site 7) in Benicia, CA 94510, was completed on August 28, 2026, in the amount of **$252,483.26** and accepted by the City Council of the City of Benicia on October 20, 2026.

3. The name of the contractor for the improvement is **Sposeto Engineering, Inc. of Livermore, CA.**

CITY OF BENICIA

Dated: _____ By: _____
Mario Giuliani, City Manager

Attest:

_____
Lisa Wolfe, City Clerk

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

_____
Lisa Wolfe, City Clerk

AGENDA ITEM
CITY COUNCIL MEETING DATE – OCTOBER 20, 2026
BUSINESS ITEM

TO : City Council

FROM : City Manager

SUBJECT : AMENDING CHAPTER 12.41 TO APPLY FISHING RESTRICTIONS TO THE BENICIA MARINA BOAT LAUNCH FLOAT

EXECUTIVE SUMMARY:

The proposed ordinance will amend Chapter 12.41 of the Benicia Municipal Code to prohibit fishing from the Benicia Marina boat launch float. On September 15, 2026, the City Council waived the first reading, read by title only, and introduced the ordinance. The ordinance is now presented for second reading and adoption.

RECOMMENDATION:

Adopt an ordinance (Attachment 1) of the City Council amending Chapter 12.41 of the Benicia Municipal Code to prohibit fishing from the Benicia Marina boat launch float.

BUDGET INFORMATION:

The proposed ordinance is not expected to have a significant fiscal impact. Minor costs associated with signage and public outreach can be absorbed within existing resources.

BACKGROUND:

Chapter 12.41 currently prohibits fishing from the launch float at the Ninth Street Boat Launch Facility, but the same restriction does not apply at the Benicia Marina. Residents and boat owners have reported conflicts when fishing activity blocks areas needed to launch, retrieve, load, and unload boats. At the request of residents, the proposed ordinance would apply the same fishing restriction at both boat launch facilities. Benicia Harbor Corporation has received approval from the San Francisco Bay Conservation and Development Commission to prohibit fishing from the Marina launch float. Fishing would continue to be allowed at other locations where it is permitted. At its September 15, 2026 meeting, the City Council introduced the ordinance.

NEXT STEPS:

If the ordinance is adopted, staff will coordinate with Benicia Harbor Corporation to install signs and notify Marina users before the ordinance takes effect.

ALTERNATIVE ACTIONS:

The City Council may decline to adopt the ordinance or provide alternative direction to staff.

CEQA Analysis	The ordinance is exempt from the California Environmental Quality Act because it does not qualify as a project and will not result in a direct or reasonably foreseeable indirect physical change in the environment. (CEQA Guidelines Sections 15060(c)(2), 15060(c)(3), and 15061(b)(3).)

ATTACHMENT:
1. Ordinance Amending Chapter 12.41 of the Benicia Municipal Code

For more information contact: Mario Giuliani, City Manager
E-mail: MGiuliani@ci.benicia.ca.us

CITY OF BENICIA ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BENICIA AMENDING CHAPTERS IN TITLE 12.41 (USE OF NINTH STREET BOAT LAUNCH FACILITY FLOATS) OF TITLE 12 (STREETS, SIDEWALKS, AND PUBLIC PLACES) TO EXPAND LOCATION PARAMETERS TO THE BENICIA MARINA BOAT LAUNCH FACILITY.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BENICIA DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. Chapter 12.41 (Use of Ninth Street Boat Launch Facility Floats) of Title 12 (Streets, Sidewalks, and Public Places) of the Benicia Municipal Code is hereby amended to modify the following:

Chapter 12.41 (USE OF NINTH STREET BOAT LAUNCH FACILITY FLOATS AND THE BENICIA MARINA BOAT LAUNCH FACILITY FLOATS)

SECTION 2. Section 12.41.010 (Launch float docking - Restricted.) of Chapter 12.41 (Use of Ninth Street Boat Launch Facility Floats) of Title 12 (Streets, Sidewalks, and Public Places) of the Benicia Municipal Code is hereby amended to modify the following:

§ 12.41.010 **Definitions.**

"Benicia Marina boat launch facility" refers to the Benicia Marina boat launch facility located at 266 East B Street, Benicia, California 94510.

"Ninth Street boat launch facility" refers to the Ninth Street boat launch facility located at West 9th Street, Benicia, California 94510.

SECTION 3. Section 12.41.020 (Fishing from launch floats prohibited.) of Chapter 12.41 (Use of Ninth Street Boat Launch Facility Floats) of Title 12 (Streets, Sidewalks, and Public Places) of the Benicia Municipal Code is hereby amended to modify the following:

§ 12.41.020 **Launch float docking - Restricted.**

No persons shall moor, dock, or secure in any manner any vessel or personal watercraft capable of being used as a means of transportation on water, for purposes other than the launching or retrieving of the vessel or watercraft at, to, or on the boat launch floats at the Ninth Street boat launch facility in the city, unless otherwise authorized by a city official or peace officer.

SECTION 4. Chapter 12.41 (Use of Ninth Street Boat Launch Facility Floats) of Title 12 (Streets, Sidewalks, and Public Places) of the Benicia Municipal Code is hereby amended to add Section 12.41.030 (Fishing from launch floats prohibited.) as the following:

§ 12.41.030 **Fishing from launch floats prohibited.**

No persons shall fish on or from the boat launch floats at the Ninth Street boat launch facility or the Benicia Marina boat launch facility in the city.

SECTION 5. CEQA. The City of Benicia finds that this ordinance is exempt from the California Environmental Quality Act ("CEQA") because the ordinance does not qualify as a project and will not result in a direct or reasonably foreseeable indirect physical change in the environment. (CEQA Guidelines, §§15060, subds. (c)(2), (c)(3), 15061, subd. (b)(3).)

SECTION 6. Severability. If any section, subsection, phrase or clause of this ordinance is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this and each section, subsection, phrase or clause thereof irrespective of the fact that any one or more sections, subsections, phrase or clauses be declared unconstitutional on their face or as applied.

SECTION 7. Publication. The City Clerk is hereby ordered and directed to certify the passage of this Ordinance by the City Council of the City of Benicia, California and cause the same to be published in accordance with State law.

SECTION 8. Effective Date. This Ordinance shall be in full force and effective thirty (30) days after its adoption and shall be published and posted as required by law.

*****

On motion of Council Member_____, seconded by Council Member _____, the foregoing ordinance was introduced at a regular meeting of the City Council on the ___ day of _____ 2026, and adopted at a regular meeting of the Council held on the ___ day of _____ 2026, by the following vote:

Ayes:

Noes:

Absent:

_____
Steve Young, Mayor

Attest:

_____
Lisa Wolfe, City Clerk

_____
Date

AGENDA ITEM
CITY COUNCIL MEETING DATE – OCTOBER 20, 2026
BUSINESS ITEM

TO : City Council

FROM : City Manager

SUBJECT : **APPROVE A STANDSTILL AGREEMENT BETWEEN THE CITY OF BENICIA AND VALERO REFINING COMPANY**

EXECUTIVE SUMMARY:

The proposed Standstill agreement is the result of months of coordination among the City of Benicia, State officials, and Valero Refining Company-California (Valero). The agreement facilitates State Community Benefit funding to help sustain City's transition from the existing refinery use of the property.

RECOMMENDATION:

Move to adopt a resolution (Attachment 1) approving the Standstill agreement with Valero and authorize the City Manager to take all necessary administrative actions to implement the state funding of $5,250,000 (AB113 for $3,750,000 for Fuel Import Operations and $1,500,000 for Community Benefit for Valero Fuel Importation) and authorize the Administrative Services Director to make the necessary budget adjustments.

BUDGET INFORMATION:

The Standstill Agreement will facilitate $5,250,000 in State funding to the City of Benicia under AB 113, including $3,750,000 for Fuel Import Operations and $1,500,000 for Community Benefit related to Valero Fuel Importation. There are no costs associated with the City's Fiscal Year 2026-2027 budget.

BACKGROUND:

Valero owns and operates the Valero Benicia Refinery (Benicia Refinery) located in the eastern portion of the City, consisting of approximately 900 acres (Property).

On April 16, 2025, Valero filed a notice with the California Energy Commission of its intent to idle, restructure, or cease operations of the existing Valero Benicia Refinery by the end of April 2026. Valero has engaged Signature Development Group, Inc., to conduct and assist with preliminary site assessment and due diligence regarding the process and timeline for potential future activities on and uses of the Property, which may include without limitation, demolition, remediation and/or development.

Valero has stated that, during past periods of idling of its Benicia refinery, Valero has imported, stored, and distributed refined petroleum products, including gasoline at its

Benicia Property. At the request of the California Energy Commission, Valero intends to continue Fuel Import Operations at its Benicia refinery for a period of up to two (2) years.

Valero contends that Fuel Import Operations are authorized under existing City regulations and permits applicable to the Benicia refinery.

The City contends that Fuel Import Operations are not permitted and would require zoning clearance.

The City and Valero desire, without admission by either party and without waiver except as expressly provided in the Standstill agreement, to standstill their respective positions during the duration of the agreement, subject to the terms and conditions of the Standstill agreement.

City staff have worked with State officials and Valero for several months to discuss this transition. The State's funding lessens the financial impacts of the refinery transition and recognizes the burden Valero's interim use places on the community.

The State of California has committed to budget for and pay the City of Benicia five million two hundred fifty thousand dollars ($5,250,000) for the time period commencing October 1, 2026, and ending June 30, 2027 (an Initial Payment), and the City will seek a payment from the State of California for Fiscal Year 2027-2028 in the amount of at least Seven Million Dollars ($7,000,000.00) (the Second Payment), as community benefit payments as unrestricted funding to the City (each, a Community Benefit Payment).

The Term of the Standstill agreement shall commence on the effective date and continue for two (2) years, unless earlier terminated in accordance with the Agreement.

During the Term, the City and Valero agree to standstill their respective positions regarding fuel import operations. Specifically:

1. The City agrees that it will not take any action, including without limitation any enforcement action, during the Term to assert that fuel import operations violate any City regulations or permits applicable to Valero Benicia Refinery (an Enforcement Action).

2. Valero agrees that the City's forbearance from taking any Enforcement Action during the Term does not constitute a waiver of any rights the City may have to assert that Fuel Import Operations are not permitted and would require zoning clearance; provided, however, that no Enforcement Action commenced by the City after the Term shall address or apply to any Fuel Import Operations conducted during the Term.

Valero shall obtain and maintain compliance with all applicable local, state, and federal permits, requirements, and regulations for Fuel Import Operations.

Valero shall provide the City with a description of and the location of the facilities on the property that will be utilized for Fuel Import Operations (Facilities), including the

pipelines that will carry refined petroleum products and the location of tanks that will be utilized to store refined petroleum products. The maximum refined products inventory on-site at any one time shall not exceed 2.1 million barrels and the average refined products inventory on-site is expected to be approximately 500,000 barrels.

Valero intends to remain the operator of Fuel Import Operations during the Term and will provide the City thirty (30) days written notice of any proposed change in operator. If Valero is no longer the operator of Valero Benicia Refinery, the City may terminate the Standstill agreement.

Valero shall maintain emergency response capacity as agreed with the City Fire Chief and as set forth in the Memorandum of Understanding (MOU) dated October 1, 2026, which is attached as Exhibit A (MOU) to the Standstill agreement. Valero shall also perform routine vegetation management.

The Standstill agreement also envisions Valero, in coordination with Signature Development Group, to submit a formal development application for its mixed-use project no later than December 31, 2026.

NEXT STEPS:
If approved, the Standstill agreement with Valero Refining Company will be executed and Finance Department staff will continue to work with the State of California for the City of Benicia to receive the Community Benefit funding. The required milestones are as follows:

1. The City shall have received the Initial Payment on or before January 15, 2027.
2. The Second Payment shall be made to the City no later than January 15, 2028.

ALTERNATIVE ACTIONS:
Not approve the Standstill agreement and direct staff on any further action.

CEQA Analysis	This action 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; Guidelines Section 15301, Existing Facilities relating to minor alteration of existing private structures; and is also not considered a Project under CEQA Guidelines Section 15378(a).

ATTACHMENT:

1. Resolution - Standstill Agreement - Valero Refining Company and Benicia
   Exhibit A - Standstill Agreement - Valero Refining Company and Benicia

For more information contact: Mario Guiliani, City Manager
Phone: 707-746-4200
E-mail: mguiliani@ci.benicia.ca.us

RESOLUTION NO. 26-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA APPROVING A STANDSTILL AGREEMENT WITH VALERO REFINING COMPANY - CALIFORNIA REGARDING FUEL IMPORT OPERATIONS AT THE VALERO BENICIA REFINERY AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT

WHEREAS, Valero Refining Company - California (Valero) owns the approximately 900-acre Valero Benicia Refinery property in the eastern portion of the City of Benicia (Property); and

WHEREAS, at the request of the California Energy Commission, Valero intends to continue importing, storing, and distributing refined petroleum products at the Property for a period of up to two years (Fuel Import Operations); and

WHEREAS, Valero contends that Fuel Import Operations are authorized under existing City regulations and permits, while the City contends that these operations are not permitted and require zoning clearance; and

WHEREAS, the City and Valero desire to enter into a Standstill Agreement (Agreement) under the terms negotiated by the parties; and

WHEREAS, the Agreement will facilitate an initial community benefit payment of $5,250,000 from the State of California, and the City will seek a second payment of at least $7,000,000 for Fiscal Year 2027-2028; and

WHEREAS, the Agreement requires receipt of the initial payment by January 15, 2027, and the second payment by January 15, 2028.

NOW, THEREFORE, BE IT RESOLVED that the City Council finds that approval of the Agreement is exempt from the California Environmental Quality Act pursuant to CEQA Guidelines Section 15061(b)(3), because it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment; Guidelines Section 15301, Existing Facilities relating to minor alteration of existing private structures; and is also not considered a Project under CEQA Guidelines Section 15378(a).

BE IT FURTHER RESOLVED that the City Council of the City of Benicia hereby approves the Standstill Agreement with Valero Refining Company - California, substantially in the form attached to this Resolution as Exhibit A.

BE IT FURTHER RESOLVED that the City Manager is authorized to take all necessary administrative actions to implement the state funding of $5,250,000 (AB113 for $3,750,000 for Fuel Import Operations and $1,500,000 for Community Benefit for Valero Fuel Importation) and authorize the Administrative Services Administrator to make the necessary budget adjustments, subject to approval as to form by the City Attorney.

*****

On motion of Council Member , seconded by Council Member , the above Resolution was adopted by the City Council of the City of Benicia at a regular meeting of said Council held on the 20th day of October 2026 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

_____
Steve Young, Mayor

Attest:

_____
Lisa Wolfe, City Clerk

_____
Date

Exhibit A
Standstill Agreement with Valero Refining Company - California
[See Next Page]

STANDSTILL AGREEMENT

This Standstill Agreement (this "**Agreement**") is entered into effective as of April 6, 2026 (the "**Effective Date**"), by and between the City of Benicia, a California municipal corporation (the "**City**"), and Valero Refining Company – California, a Delaware corporation ("**Valero**"). The City and Valero are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

A. Valero owns and operates the Valero Benicia Refinery ("**VBR**") located at 3400 East Second Street, in the eastern portion of the City, consisting of approximately 900 acres ("**Property**").

B. On April 16, 2025, Valero filed a notice with the California Energy Commission of its intent to idle, restructure, or cease operations of the existing refinery at VBR by the end of April 2026 ("**Refinery Idling**"). VBR is currently idled and undergoing certain limited maintenance operations to hold VBR for a potential restart as a refinery.

C. In connection with potential Refinery Idling, Valero has engaged Signature Development Group, Inc., a California corporation ("**Signature**"), to conduct and assist with preliminary site assessment and due diligence regarding the process and timeline for potential future activities on and uses of the Property, which may include without limitation demolition, remediation and/or redevelopment.

D. Valero has stated that, during past periods of idling of VBR, Valero has imported, stored, and distributed refined petroleum products, including gasoline, at VBR (the "**Fuel Import Operations**"). At the request of the California Energy Commission, Valero intends to continue Fuel Import Operations at VBR for a period of up to two years.

E. Valero contends that Fuel Import Operations are authorized under existing City regulations and permits applicable to VBR.

F. The City contends that Fuel Import Operations are not permitted and would require zoning clearance.

G. The Parties desire, without admission by either Party and without waiver except as expressly provided herein, to standstill their respective positions during the Term (as defined below), subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. Term. The term of this Agreement shall commence on the Effective Date and continue for two (2) years, unless earlier terminated in accordance with this Agreement (the "**Term**").

2. Standstill.

A. During the Term, the City and Valero agree to standstill their respective positions regarding Fuel Import Operations. Specifically:

1. The City agrees that it will not take any action, including without limitation any enforcement action, during the Term to assert that Fuel Import Operations violate any City regulations or permits applicable to VBR (an "**Enforcement Action**").

2. Valero agrees that the City's forbearance from taking any Enforcement Action during the Term does not constitute a waiver of any rights the City may have to assert that Fuel Import Operations are not permitted and would require zoning clearance; provided, however, that no Enforcement Action commenced by the City after the Term shall address or apply to any Fuel Import Operations conducted during the Term. This Section 2.A.2 shall survive the expiration or earlier termination of this Agreement.

3. Fuel Import Operations.

A. Except as expressly provided in Section 2, Valero shall obtain and maintain compliance with all applicable local, state, and federal permits, requirements, and regulations for Fuel Import Operations.

B. Concurrent with the execution of this Agreement, Valero shall provide the City with a description and the location of the facilities on the Property that will be utilized for Fuel Import Operations (the "**Facilities**"), including the pipelines that will carry refined petroleum products and the location of tanks that will be utilized to store refined petroleum products. The maximum refined products inventory on-site at any one time shall not exceed 2.1 million barrels and the average refined products inventory on-site is expected to be approximately 500,000 barrels.

4. Operator. Valero intends to remain the operator of Fuel Import Operations during the Term and will provide the City thirty (30) days written notice of any proposed change in operator. If Valero is no longer the operator of VBR, the City may terminate this Agreement, except for provisions expressly surviving the expiration or earlier termination of this Agreement. Nothing in this Section 4 shall restrict Valero's ability to (i) transfer VBR or operation of the Fuel Import Operations or (ii) restart VBR, each in compliance with applicable law.

5. Public Safety. Valero shall maintain emergency response capacity as agreed with the City Fire Chief and as set forth in the Memorandum of Understanding dated October 1, 2026, which is attached hereto as Exhibit A (the "**MOU**") and incorporated herein and shall otherwise operate Fuel Import Operations in compliance with prevailing industry standards and applicable law. Valero shall also perform routine vegetation management.

6. Community Benefits.

A. The City has stated that, in order to incentivize Fuel Import Operations, the State of California (the "**State**") has committed to budget for and pay the City Five Million Two Hundred Fifty Thousand Dollars ($5,250,000.00) for the time period commencing October 1, 2026 and ending June 30, 2027 (the "**Initial Payment**"), and the City will seek a payment from the State for Fiscal Year 2027-2028 in the amount of at least Seven Million Dollars ($7,000,000.00) (the "**Second Payment**"), as community benefit payments to be used by the City in accordance with the terms of the applicable grant and applicable law and regulations (each, a "**Community Benefit Payment**").

B. In the event that any of the milestones required for the Community Benefit Payments to be paid to the City do not occur, the Term shall automatically cease and this Agreement shall be of no further force or effect, except for provisions expressly surviving the expiration or earlier termination of this Agreement. The required milestones are as follows:

1. The City shall have received the Initial Payment on or before January 15, 2027.
2. The Second Payment shall be made to the City no later than January 15, 2028.

7. Development Application. Valero, in coordination with Signature, currently is conducting due diligence regarding the feasibility of redeveloping the Property with a mixed-use project consisting of residential, commercial, and industrial uses (the "**Project**"). In connection with this due diligence, Valero has submitted to the City's Community Development Department a preliminary conceptual plan for the Project, consisting of a preliminary Project description, conceptual land use diagram, conceptual roadway network and backbone infrastructure diagram, and illustrative ideas for potential housing typologies, retail experiences, industrial use character, and open space. If, following due diligence, Valero in its sole and absolute discretion elects to proceed with the submission of a formal development application for the Project, Valero currently anticipates that it would submit a formal development application no later than December 31, 2026.

8. No Admission; Reservation of Rights. This Agreement is entered into for the limited purposes set forth herein. Nothing in this Agreement shall be construed as an admission of fact, law, liability, wrongdoing, or violation by either Party. Except as expressly provided herein, each Party reserves all rights, claims, defenses, remedies, arguments, and positions available to it at law or in equity.

9. Notices. All notices required or permitted under this Agreement shall be in writing and shall be deemed given when delivered personally, sent by recognized overnight courier, or deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested, addressed to the Parties at the addresses set forth below, or to such other address as a Party may designate by notice in accordance with this Section.

To Valero:

Valero Refining Company - California
Attn: David Giles
1 Valero Way
San Antonio, TX 78249
Tel: 210-345-7003
David.Giles@valero.com

with a copy to:

Cox Castle & Nicholson
50 California Street, Suite 3200
San Francisco, CA 94111
Attn: Margo Bradish
Tel: (415) 262-5101
mbradish@coxcastle.com

To the City:

City of Benicia
250 East L Street
Benicia, CA 94510
Attn: City Manager
Tel: (707)746-4289
mgiuliani@ci.benicia.ca.us

with a copy to:

Burke, Williams & Sorensen, LLP
131 Third Street
San Rafael, CA 94901
Attn: Benjamin Stock
Tel: (415) 755-2605
bstock@bwslaw.com

10. Authority. Each person executing this Agreement on behalf of a Party represents and warrants that such person has authority to execute and deliver this Agreement on behalf of that Party and to bind that Party to the terms of this Agreement.

11. Entire Agreement; Amendments. This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes all prior and contemporaneous discussions, negotiations, and understandings regarding such subject matter. This Agreement may be amended only by a written instrument executed by both Parties.

12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to conflict-of-law principles. Jurisdiction and venue of litigation arising from this Agreement shall be in the County of Solano, State of California

13. 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 neuter 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 all 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.

14. 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.

15. 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.

13. Counterparts; Electronic Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one instrument. Signatures delivered by electronic transmission shall be deemed original signatures for all purposes.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

CITY: CITY OF BENICIA, a California municipal corporation By: _____ Name: _____ Title: _____ Date: _____	**VALERO:** VALERO REFINING COMPANY – CALIFORNIA, a Delaware corporation By: _____ Name: David Giles Title: Authorized Representative Date: 10/7/26
APPROVED AS TO FORM: _____ Benjamin L. Stock, City Attorney	

ATTEST: _____ Lisa Wolfe, City Clerk	

EXHIBIT A

MOU

Docusign Envelope ID: 610564A7-593B-810E-81CA-B6B29C7E5903

City of Benicia
City of Benicia Fire Department
Valero Benicia Refinery

Memorandum of Understanding Regarding Operational Aid and Fire Response

October 1, 2026

The City of Benicia ("**City**") and Valero Refining Company – California (hereinafter "**Valero**" or the "**Valero Benicia Refinery**") (each a "**Party**" and, collectively, the "**Parties**") have had a longstanding commitment to provide firefighting and other emergency response aid when requested by either party. The Valero Benicia Refinery has historically maintained specialized response equipment and training to respond to industrial emergency situations. The Parties execute this *Memorandum of Understand Regarding Operational Aid and Fire Response* ("**MOU**") to renew and recast the Parties' commitments to each other in light of the Valero Benicia Refinery's idling and changes to its emergency response requirements and capabilities.

The capabilities of Valero's fire response will be different going forward, and City acknowledges that Valero no longer maintains an industrial fire department focused on refinery incidents. However, as set forth below, Valero will continue to make available some fire apparatus existing on site, the Parties will continue to participate in joint training to share skills and knowledge, and coordination and planning for responses in the event of an emergency will continue. Each Party will continue to embrace the use of the Incident Command System (ICS) to enhance the effectiveness of response and operations.

City and Valero intend that this MOU will provide mutual benefits to both parties and, on a more limited basis consistent with the Valero Benicia Refinery's idling, agree to continue to participate in the Solano County Local Fire and Rescue Operational Area Mutual Aid Agreement and other areas of cooperation.

* * * * *

The following are agreed upon protocols for the two Parties' operational aid and fire response:

Emergency Response within the City (inside of the Valero Benicia Refinery)

- In additional to all other notifications required by state law, the Valero Benicia Refinery will immediately notify City Dispatch of any incident occurring within the refinery, including any that requires the dispatching of any fire response apparatus (formerly known as Valero Fire apparatus, e.g., Fire Stations 15 or 16 within the Valero Benicia Refinery, as designated by Solano County).
- Upon notification of an incident at the Valero Benicia Refinery, City Fire Department will automatically be dispatched to the incident with an appropriate level of response. Responding City resources, as well as those responding from other agencies, will stage at the Valero Benicia Refinery Main Gate until such time as they are directed or escorted to the proper incident location; however, if because of reduced on-site personnel no escort or direction can be provided within a reasonable time, City Fire Department may in the exercise of its discretion proceed to the incident. *This staging to wait for escort or direction*

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is considered a safety procedure and is not intended to restrict Benicia Fire personnel from site access.

- It is intended that incidents within the Valero Benicia Refinery will be managed under a Unified Command as defined within the California Incident Command System. Unified command is a unified team effort which allows all agencies with jurisdictional responsibility for the incident, either geographical or functional, to manage an incident by establishing a common set of incident objectives and strategies. This is accomplished without losing or abdicating authority, responsibility, liability and/or accountability.
- **Fire or Hazardous Materials Incidents**
    - The City Fire Department responds for all fire emergencies occurring within the City; however, both the idled Valero Benicia Refinery and the City have Values at Risk associated with incidents occurring within the Valero Benicia Refinery. Within the concept of emergency incident management "**Values at Risk**" include such things as property, structures, physical improvements, natural and cultural resources, community infrastructure, and economic, environmental, and social values.
    - Under a Unified Command, strategies and tactics will be formulated jointly by Valero Benicia Refinery and City Fire Department.
    - Implementation of necessary actions will take into consideration the strengths and capabilities that each organization brings to the incident.
- **Medical/Rescue Incidents**
    - The City Fire Department provides emergency medical response, including the delivery of Advanced Life Support, to all medical emergencies within the City.

Certification of Emergency Apparatus Remaining on Site

- Valero will continue to keep the following Valero-owned fire apparatus on site at the Valero Benicia Refinery for City Fire Department training as well as emergency response (in conjunction with responding City apparatus):
    - Engine 16 (Type I Engine 1997 model year)
    - Truck 16 (Ladder Truck 2006 model year)

- Valero will maintain the above-listed apparatus in such a state as to meet that apparatus' annual minimum certification requirements as set forth by the National Fire Protection Association ("**NFPA**"). In the event either truck fails its annual NFPA certification, Valero shall only be obligated to undertake those corrective actions whose cost does not exceed 100% of the apparatus' then-current market value. If the cost of corrective actions exceeds that amount, Valero may retire the apparatus from service at the Valero Benicia Refinery without the obligation to replace it upon providing written notice to the City Fire Department.
- Valero's obligation is only to maintain the apparatus' annual certifications; it is not obligated to staff or maintain trained fire response personnel to operate any apparatus for structural firefighting purposes. Operational responsibility for this apparatus shall rest with the City Fire Department.

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- Qualified City Fire Department personnel will have the ability to train on Engine 16, Truck 16, and other existing on-site firefighting equipment as needed to maintain proficiency in its operation.

Foam Use

- The City acknowledges that Valero Benicia Refinery utilizes fluorine-free firefighting foam for all emergency response operations and does not store fluorinated (AFFF) foam on site. Foam stored on site is exclusively for emergency response and is not to be used in training exercises.
- Only fluorine-free foam shall be used or permitted on site during mutual aid response or training activities.
- Valero will maintain a minimum on-site foam inventory consisting of fluorine-free foam concentrate in totes sufficient to support extinguishment of the largest credible tank fire plus an appropriate additional operational reserve of ~50%, as determined by current fire protection engineering assessment and emergency response planning assumptions; Valero will replenish this inventory as needed following any emergency response.
- Foam Tender 16 (1976 model year Peterbilt) will remain on site for foam transport and storage purposes but is not NFPA-certifiable.

Emergency Response within the City of Benicia (outside of the Valero Benicia Refinery)

Valero will no longer be able to assist the City with structure, vehicle, or vegetation fires occurring within the City but outside of the Valero Benicia Refinery as it has historically done. In those situations, however, Valero upon request may make available for the City's use any such specialized industrial firefighting equipment as may be on site at the time on an as-is, where-is basis. Any support provided by Valero Benicia Refinery shall be limited to the training and capabilities of available personnel and equipment.

Refinery Staffing and Organizational Coordination

- Valero will provide the City Fire Department with an updated staffing organizational chart upon the signing of this MOU, with updates on an as-needed basis to reflect organizational changes, focusing on personnel who have direct interaction with the City Fire Department during emergency response operations and Valero corporate personnel responsible for industrial fire safety.

Current and Future Tank Fire Pre-Plans

- For informational purposes, Valero shall provide the City Fire Department with access to all current tank fire response pre-plans.
- Any updated pre-plans shall be developed jointly with Valero corporate and local refinery points of contact with input from the City Fire Department Division Chief or designee.

Firefighting Training and Exercises

- Valero conducts annual tank firefighting training, annual tank fire drills, and periodic corporate tank firefighting schools for site personnel.

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- Valero will, on an annual basis, offer 4 seats to select City Fire Department personnel at its corporate tank firefighting school, with Valero covering reasonable travel expenses (airfare, lodging, meals, and a group rental car) and associated overtime costs to the extent allowed by the Parties' respective compliance policies.
- The Parties agreed to pursue joint training opportunities, including bringing third-party fire response contractors (e.g., Williams Fire & Hazard Control) on site in Benicia for coordinated training exercises.
- Training commitments will be formalized separately to ensure documentation, consistency and continuity over time.

Other Training Access

- The City Fire Department will have planned access to Valero property for training activities, including the land or assets referred to as the buffer zone, four-wheel drive course, training bunker, and fire training site.
- The terms of this access will be documented in a separate, written site access agreement to ensure proper coordination on and documentation of environmental, industrial and operational safety, as well as allocation of liability, insurance, and other obligations among the Parties. The written site access agreement will not require ongoing permission requests, only timely notifications and coordination; the City Fire training division will maintain standing access to the aforementioned training sites.

Facility Walkthroughs

- Valero and the City Fire Department commit to establishing a recurring schedule of periodic facility walkthroughs to maintain operational familiarity with site conditions, access routes, and emergency response infrastructure.

Petrochemical Mutual Organization Mutual Aid

The Valero Benicia Refinery remains a member of the Bay Area Petrochemical Mutual Aid Organization (PMAO). That organization provides coordination of emergency response equipment that is available to its members for response to larger incidents that might exceed the capability of local responders. As a PMAO member, Valero may have access to these additional assets (foam, large delivery devices, and large pumping capacity) that could also be directed to an emergency outside of the Valero Benicia Refinery. Upon request by the City Fire Department, if the City Fire Department is responding to an emergency at the Valero Benicia Refinery and seeks assistance from PMAO, Valero shall immediately request such mutual aid.

Termination

This MOU terminates the existing Mutual Aid Agreement between City and Valero and replaces such agreement in its entirety. This MOU may be terminated by either Party hereto upon the final closure of and cessation of operations at the Valero Benicia Refinery; Valero shall endeavor to give the City at least six months' prior notice of the closure or cessation.

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Allocation of Risk of Damage to or Destruction of Valero Response Assets; Use of Valero Emergency Response Equipment

The Parties acknowledge that emergency response activities are inherently hazardous, involve rapidly changing conditions, require the exercise of professional judgment under emergency circumstances, and may result in damage to equipment or property notwithstanding the exercise of reasonable care.

To facilitate the Parties' goals of emergency response and the continued availability of Valero-owned firefighting apparatus, foam systems, equipment, supplies, and related assets (including but not limited to engines, trucks, foam tenders, foam inventory, monitors, pumps, hoses, fixed systems, trailers, and any future replacement apparatus, if any, voluntarily provided by Valero (hereinafter, "**Valero Response Assets**"), the City agrees to treat the Valero Response Assets as it would treat its own property. Valero agrees that any authorized use of Valero Response Assets by the City Fire Department, its officers, employees, agents, contractors, volunteers, or mutual aid personnel acting under the City's direction (collectively, "**City Responders**") pursuant to this MOU may place those Valero Response Assets at risk of damage or destruction.

To the extent permissible under California law, Valero releases and waives any claim against the City, its elected and appointed officials, officers, employees, agents, volunteers, and mutual aid personnel arising from or related to:

(a) damage to, loss of, destruction of, or diminished value of any Valero Response Asset occurring during training, inspection, testing, maintenance, transportation, staging, deployment, operation, or emergency response activities conducted pursuant to this MOU; and

(b) any act, omission, operational decision, tactical decision, judgment, recommendation, direction, supervision, or emergency response activity of City Responders to the extent caused by the use of Valero Response Assets.

The foregoing release and waiver do not apply in the event of gross negligence or willful misconduct by the City, its elected and appointed officials, officers, employees, agents, volunteers, City Responders, and mutual aid personnel.

The Parties expressly acknowledge that the City is providing emergency response services pursuant to its governmental functions and that nothing in this MOU shall be construed as a waiver, limitation, or modification of any immunity, defense, privilege, protection, or limitation of liability available to the City under California law, including without limitation those provided by the California Government Code; provided, however, that nothing herein shall be deemed to expand, create, or broaden any such immunity, defense, privilege, protection or limitation beyond that available to the City under applicable law.

Valero shall cause its insurers, to the extent permitted by applicable insurance policies, to waive all rights of subrogation against the City and its elected and appointed officials, officers, employees, agents, volunteers, and mutual aid personnel for claims arising from matters subject to the foregoing release and waiver.

To the extent permissible under California law, Valero shall defend, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, agents, volunteers, and mutual aid personnel from and against any third-party claim, demand, action, loss, liability, damage, cost, or expense, including reasonable attorneys' fees, to the extent that the liability, damage, or cost

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was caused by the ownership, condition, maintenance, certification, failure, or malfunction of Valero Response Assets made available under this MOU. Notwithstanding the foregoing, Valero shall have no obligation to defend, indemnify, or hold harmless the City for any claim, loss, liability, damage, cost, or expense to the extent caused by the gross negligence, recklessness, willful misconduct, fraud, criminal acts or other fault of the City or City Responders as it relates to this MOU; further, the parties intend that Valero's obligations under this section be several and proportionate to Valero's respective degree of fault, and not joint or greater than the percentage of liability ultimately allocated to Valero. Valero's obligation with respect to defense costs shall be limited to reimbursement of the City's reasonable defense costs in proportion to Valero's percentage of fault as determined by final judgment, settlement, or other final resolution.

Valero acknowledges that damage to Valero Response Assets occurring during emergency operations shall not, by itself, create any inference or presumption of negligence by the City or City Responders.

This MOU only binds the City and Valero; nothing in this MOU modifies, supersedes, impairs, or limits any allocation of risk, indemnity obligation, waiver, release, insurance requirement, or limitation of liability contained in any separate written agreement between Valero and any third party.

IN WITNESS WHEREOF, the Parties have executed this MOU as of the day, month and year first above written.

CITY OF BENICIA

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

DocuSigned by:
Josh Chadwick
FA4025659BEE458...
By: Josh Chadwick, Fire Chief

APPROVED AS TO FORM:

Signed by:
Ben Stock
3294F30F0AD74E3...
By: City Attorney

VALERO REFINING COMPANY – CALIFORNIA

By: David Giles
Authorized Representative

Approved
Legal

AGENDA ITEM
CITY COUNCIL MEETING DATE – OCTOBER 20, 2026
BUSINESS ITEM

TO : City Council

FROM : City Manager

SUBJECT : **RESOLUTION ESTABLISHING NEW FEES FOR SIDEWALK VENDING PERMIT**

EXECUTIVE SUMMARY:

The Public Works Department recommends establishing new fees for Sidewalk Vending Permit applications and renewals. Council approved a new Sidewalk Vending Program Ordinance on July 21, 2026, which included fines.

RECOMMENDATION:

Adopt a resolution (Attachment 1) establishing new fees for Sidewalk Vending Permit (Exhibit A) and find the resolution exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guideline Section 15061(b)(3).

BUDGET INFORMATION:

The fiscal impact is minimal. The revenue received for the Sidewalk Vending Permit Fee would offset the costs of administering the program.

BACKGROUND:

Senate Bill (SB) 946 authorizes cities to adopt requirements regulating the time, place, and manner of sidewalk vending if the requirements are directly related to objective health, safety, or welfare concerns. On July 21, 2026, the City Council adopted an Ordinance adding a new Chapter 12.54, “Sidewalk Vending Program,” to establish locations and regulations applicable to sidewalk vendors (both stationary and roaming vendors) to obtain a Sidewalk Vending Permit (“Permit”) to ensure that sidewalk vendors operating within the City are complying with certain objective regulations that are directly related to public health, safety, and welfare.

User fees recover costs associated with the provision of specific services benefiting the user, thereby reducing the use of General Fund monies for such purposes. In addition to collecting the direct cost of labor and materials associated with the processing and administering user services, it is common for local governments to recover support costs. There will be some staff time involved with the processing, issuance, and enforcement of these permits.

Staff is anticipating up to 60 minutes of application intake by personnel from the Public Works Department (Engineering Technician I) and 20 minutes processing time by personnel (Senior Account Clerk) from the Finance Department. As part of processing and administering services, city staff will need to review the application and submitted materials and issue the permit or issue a response denying the permit. Staff recommend setting the sidewalk vending permit fee at $88.00, which equates to 1.20 hours of staff time at the rate of $68.43/hour and $56.67/hour.

Following are examples of sidewalk vending permit application fees charged by a few cities:

- City of Vacaville: $125 permit fee
- City of Vallejo: $125 permit fee
- City of Concord: $576.00 total ($232.00 fixed fee + $279.00 city staff processing fee + $65.00 administrative fee)

The Sidewalk Vending Program will be effective 30 days from adoption. Including the fees for the Permit will allow for the ordinance's successful implementation. Thus, staff is recommending that the Sidewalk Vending fee of $95.00 be adopted.

Fee no.	Department	Description	Suggested Fee
122	Public Works	Sidewalk Vending Permit fee (one year permit)	$88.00

NEXT STEPS:
If adopted, the permit fees would become effective 30 days after adoption.

ALTERNATIVE ACTIONS:
The Council may choose not to adopt the proposed fees or provide alternate direction regarding permit and renewal fees.

CEQA Analysis	This action is exempt from the California Environmental Quality Act ("CEQA") because it do es not qualify as a "project" pursuant to Public Resource Code Section 21065 and CEQA Guidelines Sections 15320, 15378 and 15061(b)(3) because it can be seen with certainty that there is no possibility the City's action would cause either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment.

ATTACHMENTS:

1. Resolution – Establishing New Fees for Sidewalk Vending Permit
   Exhibit A – Fees for Sidewalk Vending Permit

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 ESTABLISHING NEW FEES FOR SIDEWALK VENDING PERMIT AND FINDING THE ORDINANCE EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO CEQA GUIDELINE SECTION 15061(B)(3)

WHEREAS, the City Council approved a new Sidewalk Vending Program Ordinance on July 21, 2026, which included fines; and

WHEREAS, the City of Benicia has the authority to impose fees, charges, and rates to offset the costs for municipal services and regulatory programs under its police powers under California Constitution Article XI section 7; and

WHEREAS, it is the general policy of the City to charge for the full costs of services provided by City Staff when such services benefit individual users rather than members of the community as a whole; and

WHEREAS, to better achieve the City's cost recovery goals, the City Council deems it advisable and in the best interests of the City to adopt and update certain fees, included in the City's Master Fees and Service Charges; and

WHEREAS, the Public Works Department recommends establishing new fees for Sidewalk Vending Permit for administration and enforcement of the Sidewalk Vending Program; and

WHEREAS, the Fees comply with Article XIII-C of the California Constitution because they are either (1) charges imposed for a specific government service or product that are not imposed on those not receiving the service or product and do not exceed the City's reasonable costs of providing the service or product; or (2) charges imposed for the reasonable regulatory costs to the City for issuing licenses and permits, performing investigations, inspections, and audits, and administrative enforcement and adjudication thereof; and

WHEREAS, if enacted, the Taxpayer Protection and Government Accountability Act ("Act") will require all fees and charges, adopted after January 1, 2022, to be adopted by the City Council by ordinance; and

WHEREAS, the City Council may adopt any fee or charge by ordinance if it is permitted to adopt the fee or charge by resolution; and

WHEREAS, the City Council desires to comply with the Act to ensure that the proposed fees will remain valid in the event the Act is adopted; and

WHEREAS, the proposed fees are "exempt charges," within the meaning of the

Act because they are (1) reasonable charges for specific local government services or products provided directly to the payor that are not provided to those not charged, and they do not exceed the actual costs to the local government of providing the service or product; or (2) charges for the reasonable regulatory costs to a local government for issuing licenses and permits, performing investigations, inspections, and audits, enforcing the adopted Fire Code, or adjudication thereof; and

WHEREAS, a public hearing notice was duly published pursuant to California Code Section 65090 for the City Council public hearing on July 21, 2026.

WHEREAS, this Resolution shall take effect and be in force thirty (30) days from and after its adoption. Once effective, the Fees shall be incorporated into the City's Fiscal Year (FY) 2026-2027 Master Fees and Service Charges Schedule.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Benicia does hereby adopt the new fees for Sidewalk Vending Permit as set forth in the attached Exhibit A, which is attached hereto and incorporated herein by reference, are hereby approved and adopted as the applicable fees that the City of Benicia.

*****

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 20th day of October 2026 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

_____
Steve Young, Mayor

Attest:

_____
Lisa Wolfe, City Clerk

_____
Date

Exhibit A
Sidewalk Vending Permit Fee
[see next page]

EXHIBIT A

Ref. No.	Revenue Title	Fee
PW-122	Sidewalk Vending Permit Fee (one year permit)	$88.00

END OF EXHIBIT

AGENDA ITEM
CITY COUNCIL MEETING DATE – OCTOBER 20, 2026
BUSINESS ITEM

TO : City Manager

FROM : Assistant City Manager

SUBJECT : **AMENDMENTS TO BMC TITLE 17 (ZONING) FOR DATA CENTERS**

EXECUTIVE SUMMARY:

The proposed amendments would establish zoning regulations for Data Centers and make minor clean up amendments.

RECOMMENDATION:

Conduct the public hearing and move to waive the first reading, read by title only and introduce an ordinance (Attachment 1) amending the Benicia Municipal Code (BMC).

BUDGET INFORMATION:

The proposed text amendments would not directly affect the City's budget. Indirect budgetary impacts can be anticipated if a data center is established, primarily through property tax and utility users tax. Based on preliminary analysis, the City may expect each data center to generate ongoing revenue of approximately $700,000 for a 5 megawatt data center to $2.8 million for a 20 megawatt data center. Additional one-time sales tax benefits are likely but would be dependent on specific circumstances.

BACKGROUND:

The City of Benicia adopted its current Zoning Ordinance in 1987. The industrial land use classifications and regulations in the City are largely unchanged since their adoption. However, technological and economic shifts necessitate updates from time to time. The Zoning Ordinance currently permits "Industry, Technology" uses in all Industrial Districts. More recently, advancements in technology and computing have resulted in land use shifts related to data centers. While these facilities can present adjacency and colocation benefits, they are also known to pose potential impacts for land use compatibility, water and electricity resources, and noise. The proposed amendments would classify "Data Centers" as a subset of "Industry, Technology" and establish associated regulations to guide the review and conditions necessary to ensure their compatible operation.

About Data Centers

Data centers are an emerging land use driven by ubiquitous technology demands. The term "data center" often evokes an image of sprawling warehouses occupying millions

of square feet. While these types of facilities do exist (often called “hyperscale” data centers), data centers can be established at any scale even down to the size of a shipping container. They can also be incorporated into multi-faceted business types, serving as a complementary source of revenue for an industrial or manufacturing operation.

Much like broadband over the past couple of decades, computing capacity has become an essential input for many types of businesses including manufacturing, engineering, and design. Data needs can support process control, inspection, predictive maintenance, modeling, simulation, and use of artificial intelligence for modeling against live operating data (an activity known as inference). Data center facilities that meet these needs are distinct from hyperscale data centers in function and scale.

The proposed ordinance recognizes the value of siting this infrastructure alongside advanced manufacturing, research and development, and other future-facing industrial uses. By providing opportunities for small businesses to lease rack space for computing, or through proximity to end users that minimizes network latency, these facilities can be an important component of a productive industrial cluster and help to support business attraction and retention.

Proposed Amendments
The proposed regulations are intended to facilitate data centers at a scale appropriate to Benicia’s industrial park while ensuring that adverse impacts for all facilities are identified and managed at the outset and monitored on an ongoing basis.

The project would amend Title 17 (Zoning) to specifically classify Data Centers and require discretionary review (i.e., a use permit) prior to establishing a new Data Center use. Use permits require public notice and a public hearing, as well as environmental review pursuant to the California Environmental Quality Act (CEQA). The ordinance would amend three sections of the Zoning Ordinance, summarized below:

1. Use Classifications. Chapter 17.16 (Use Classifications) of the Zoning Ordinance describes each regulated land use. Land uses are organized by category (Residential, Commercial, Industrial, etc.). Industrial use classifications are defined in Section 17.16.060 of the Zoning Ordinance. Currently, the ordinance defines “Industry, Technology” to include a broad array of technology-related industrial uses. The ordinance would create a sub-category (new use classification) for Data Centers.
2. Land Use Regulations. Chapter 17.32 (Industrial Districts) regulates the land uses and development standards that apply to all industrial districts (Limited Industrial, General Industrial, Waterfront Industrial and Industrial Park). The specific purposes of the Industrial Districts, as described in Section 17.32.010 include (excerpt):
    - Provide appropriately located areas consistent with the general plan for a broad range of manufacturing and service commercial uses;
    - Provide a suitable environment for various types of industrial uses, and protect them from the adverse impacts of inharmonious uses;

- Encourage technologically oriented industrial uses including biotechnology, information technology, "green" technology, clean technology, nanotechnology and laboratory uses…;

Section 17.32.020 implements these purposes by identifying uses in the Industrial Districts that are permitted (i.e., no use permit or temporary use permit required) and conditionally permitted (i.e., public hearing and use permit is required).

The proposed ordinance would add Data Centers to the Land Use Regulations table as a conditionally permitted use, meaning that a public hearing and use permit is required to authorize the use. Following a public hearing, a use permit may be approved, conditionally approved, or denied based on an analysis of the project and the required findings of the Zoning Ordinance.

In addition, a clean-up change is proposed that would eliminate caretakers housing in the Industrial Districts as the Industrial Park includes heavy industrial uses and traffic patterns and volumes that are incompatible with residential uses.

3. Additional Regulations. Chapter 17.70 (General Regulations) contains various additional regulations that govern site development and land use in the City. Recently, various sections of Chapter 17.70 were reorganized into a new chapter, Housing (17.90) including Section 17.70.430 “Objective planning and design standards for mixed use residential and multifamily development projects.” This section would be renamed “Data centers” and establish the following:
   - Review Authority: A public hearing may be conducted and decision rendered by either the Planning Commission or Development Services Director based on the size of the facility or its electrical design capacity or average annual water consumption0F[1]. The public notice, public meeting, and regulatory standards are the same regardless of the decision-making body.
   - Application. As part of a use permit application, the ordinance requires evidence of water and electric “will serve” commitments from utility providers, as well as plans documenting measures for on-site energy production/storage and water and conservation; measures to reduce thermal impacts and disclose related methods; noise attenuation; fire prevention and life safety, including hazard mitigation and emergency response.
   - Standards. The ordinance establishes standards that limit the scale and potential impacts of data centers, including:
     - Maximum electrical design capacity of 20 megawatts;
     - Specific prohibition on use of internal combustion equipment such as diesel generators;
     - Required implementation of measures to reduce potable water and electric power consumption;

[1] The Director may refer any application to the Planning Commission for review and final decision per BMC section 17.104.020.

    - Structural noise reduction measures for exterior cooling fans or equipment.
    - Annual Report. The ordinance requires submittal of an annual report that documents compliance with the use permit conditions of approval and reports on the facility's water consumption and electric power consumption. The report may result in submittal of additional information or a site inspection.
- Findings of Approval. Prior to approving or conditionally approving a use permit, the decision-making body must find that the application meets all requirements of the Zoning Ordinance, and that it meets the findings of approval in Chapter 17.104 which apply to all use permits, as well as use-specific findings of approval:
    - That the operation of the data center, individually or in accumulation with other existing data centers, will advance the specific purpose of the underlying zoning district to provide areas for business, commercial, manufacturing and/or water-related industry as described in section 17.32.010 of the Zoning Ordinance.
    - That the proposed data center will implement and maintain long-term measures that ensure the facility will not compromise the capacity and reliability of public utilities, including electric power and water supply.
    - That the data center will comply with the performance standards of the Municipal Code and will not result in injurious effects due to the placement of equipment or operation of the facility, including effects related to emissions and discharges, lighting and noise.
- Modifications. If the data center would exceed the approved size, capacity or water consumption, or modify any finding or condition of approval of its approved use permit, review and approval of a new use permit application would be required.

Recent Legislation
In September 2026, the State of California enacted a package of seven data center laws (including SB 886, AB 1577, AB 2383, SB 1168, AB 2469, AB 2619, and SB 887), which regulate data centers with consideration to electrical grid capacity, water usage disclosures, operational disclosures, and establishing stricter standards and limitations regarding California Environmental Quality Act (CEQA) exemptions and certifications. The proposed ordinance is complementary to the recent legislation and in some cases more stringent by exercising local land use authority, including through limitations on combustion equipment, an upper limit on electrical design capacity, and limitations on water usage.

Planning Commission Hearing
The Planning Commission conducted a public hearing to consider the proposed amendments on September 10, 2026. Eight community members provided public comment seeking clarification about the proposal and commenting on a need for compute technology; a desire for the City to keep options open for technology uses; question about best practices; emphasizing environmental concerns for water and air quality, clean energy, and thermal effects; and concerns for implications on municipal water supply and grid energy.

Commissioners expressed support for the use permit requirement and electrical design capacity limit of 20 MW, and discussed considerations around the proposed thresholds, backup power supply, and water consumption. Several Commissioners spoke in favor of stronger language requiring on-site renewable energy production. Following conclusion of the public hearing, the Commission voted 6-0 to adopt Resolution No. 26-5 (Attachment 2) recommending approval of the ordinance with revisions to section 17.70.430.D.2. that would acknowledge alternative forms of renewable energy, inclusive of but not limited to solar, wind and geothermal, and require that data centers employ operational practices to reduce electric power consumption to the maximum extent feasible (see Minutes, Attachment 3). The Planning Commission's recommendations have been incorporated into the draft Ordinance.

NEXT STEPS:
A second reading and adoption of the amendment to the BMC is scheduled for October 27, 2026. If adopted at the second reading, the BMC amendments would become effective 30 days after adoption.

ALTERNATIVE ACTIONS:
The Council may choose not to adopt the amendments or provide alternate direction.

CEQA Analysis	This project is categorically exempt pursuant to the California Environmental Quality Act (CEQA) Guidelines Sections 15301 and 15305 which apply to existing facilities and minor alterations to land use limitations. The proposed amendments on their own do not have the potential to result in significant environmental impacts as they establish a new use classification that increases review and analysis for proposed uses and establish standards to avoid adverse impacts. New uses or development proposed pursuant to this amendment would be subject to CEQA review on a case by-case basis to ensure that any significant environmental impacts are adequately addressed.

ATTACHMENT:
1. Ordinance Amending Title 17 (Zoning) for Data Centers
2. Planning Commission Resolution No. 26-5
3. Minutes of the September 10, 2026 Planning Commission Meeting

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

CITY OF BENICIA

ORDINANCE NO. 26-____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BENICIA AMENDING SECTION 17.16.060 (INDUSTRIAL USE CLASSIFICATIONS), SECTION 17.32.020 (IL, IG, IW AND IP DISTRICTS – LAND USE REGULATIONS) AND CHAPTER 17.70 (GENERAL REGULATIONS) TO ESTABLISH REGULATIONS FOR DATA CENTERS AND MAKING MINOR CLEAN UP AMENDMENTS

WHEREAS, the Benicia Zoning Ordinance, adopted by Ordinance No. 87-4, establishes standards to protect and promote the public health, safety, and general welfare, and to implement the policies of the city's general plan; and

WHEREAS, the purposes of the Zoning Ordinance, established Section 17.04.030 (Purposes) include: providing a precise guide for the physical development of the city; promoting the economic stability of existing land uses that are consistent with the general plan and protecting them from intrusions by inharmonious or harmful land uses; permitting the development of office, commercial, industrial, and related land uses that are consistent with the general plan, in order to strengthen the city's economic base; and ensuring that service demands of new development will not exceed the capacities of existing streets, utilities, or public services; and

WHEREAS, the Zoning Ordinance currently defines “Industry, Technology” as an industrial use classification and permits such use within each of the four (IL, IG, IW, and IP) Industrial Districts; and

WHEREAS, the Zoning Ordinance does not currently define “Data Center,” and such use is currently regulated the same as any other “Industry, Technology” use; and

WHEREAS, in light of technological and economic advancements, there is an increased demand for data center uses, which carry with them unique potential impacts for land use compatibility, water and electricity resources, and noise; and

WHEREAS, amendments to the Zoning Ordinance are warranted to ensure that data center uses do not become overly burdensome to the City and its residents and that the goals of the Benicia General Plan and the purposes of the Benicia Zoning Ordinance are attained; and

WHEREAS, the Planning Commission conducted a duly noticed public hearing at a regular meeting on September 10, 2026, and recommended approval of the Zoning Ordinance amending Chapters of the BMC Title 17; and

WHEREAS, pursuant to Benicia Municipal Code (BMC) section 17.120.40 (Public hearing scope and notice) and California Government Code Section 65091 (Notification Procedures), notice of the public hearing for the proposed amendments was duly

published in the Benicia Herald, a newspaper of general circulation, and displayed at City Hall on ; and

WHEREAS, pursuant to the California Environmental Quality Act (CEQA), the City Council find this project to be categorically exempt pursuant to the California Environmental Quality Act (CEQA) Guidelines Sections 15301 and 15305 which apply to existing facilities and minor alterations to land use limitations because the proposed amendments on their own do not have the potential to result in significant environmental impacts as they establish a new use classification that increases review and analysis for proposed uses and establish standards to avoid adverse impacts; and

WHEREAS, it is clarified that while the text amendments themselves are deemed to be categorically exempt from further CEQA review, new projects or developments regulated with the updated amendments may still be subject to CEQA review on a case by-case basis to ensure that any significant environmental impacts are adequately addressed; and

WHEREAS, the City Council of the City of Benicia conducted a duly and properly noticed public hearing to take public testimony and consider this Ordinance.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Benicia does hereby find that the proposed zoning text amendments are consistent with the purposes of Title 17 (Zoning), and the following goals and programs of the Benicia General Plan:

- Goal 2.5: Facilitate and encourage new uses and development which provide substantial and sustainable fiscal and economic benefits to the City and the community while maintaining health, safety, and quality of life.

  The amendments advance Goal 2.5 by ensuring that a decision to approve or conditionally approve a Data Center meets specific findings, including that "the operation of the data center, individually or in accumulation with other existing data centers, will advance the specific purpose of the underlying zoning district to provide areas for business, commercial, manufacturing and/or water-related industry as described in section 17.32.010."

- Goal 2.6: Attract and retain a balance of different kinds of industrial uses to Benicia.
  - Policy 2.6.2: Other land uses should not adversely affect existing industrial and commercial land uses.

  The amendments advance Goal 2.6 by creating a framework for review of Data Centers, including a proactive review of potential impacts. These considerations would facilitate the necessary findings for approval or conditional approval of a data center that "the proposed data center will implement and maintain long-term measures that ensure the facility will not compromise the capacity and reliability

of public utilities, including electric power and water supply" and the data center will comply with the performance standards of this Municipal Code and will not result in injurious effects due to the placement of equipment or operation of the facility, including effects related to lighting and noise."

- Goal 2.7: Attract and retain industrial facilities that provide fiscal and economic benefits to—and meet the present and future needs of Benicia.
    - Policy 2.7.1: Attempt to attract high-wage and high-revenue producing companies to Benicia.

    The amendments advance Goal 2.7 by facilitating a land use that can provide essential computing capacity to existing and future companies – including those engaged in advanced manufacturing and research and development – while also providing revenue generation through property tax and utility user tax.

- Goal 2.36: Ensure an adequate water supply for current and future residents and businesses.
    - Policy 2.36.1: Approve development plans only when a dependable and adequate water supply to serve the development is assured.

    The amendments advance Goal 2.36 by requiring water consumption data, measures to recirculation and conserve water, and annual reporting to ensure that these measures are implemented and maintained through operation of the business.

THE CITY COUNCIL OF THE CITY OF BENICIA DOES ORDAIN AS FOLLOWS:

Section 1.

The City Council finds that each of the Recitals and Findings set forth above are true and correct, and by this reference incorporates those Recitals and Findings as an integral part of this Resolution.

Section 2.

Section 17.16.060 (Industrial Use Classifications) of Chapter 17.16 (Use Classifications) of Title 17 (Zoning) is hereby amended to establish a use classification for Data Centers as follows:

E. Industry, Technology. Establishments engaged in the creation, fabrication, processing, assembling, storage, manufacturing and/or service provision of products and/or processes, related to current or new technologies, not including cannabis or cannabis products. Examples of uses include, but are not limited to, computer software and hardware firms, computer peripherals and related products, electronic research firms,

biotechnical and biomedical firms, instrument analysis, genomics, robotics, pharmaceuticals, and related educational development.

1. Data Centers. Facilities used primarily for the storage, processing, management, and/or transmission of digital data, including but not limited to buildings and structures housing computer servers, network and telecommunications equipment, data storage systems. This use also includes cooling and power infrastructure, security systems, and/or other associated equipment and components that support digital data operations and services. Data centers may be distinguished from related uses by the density or redundancy of server equipment and electric power supply, and/or the provision of services to meet off-premises or collocated business, computing or data needs.

Section 3.
Section 17.32.020 (IL, IG, IW and IP districts – Land use regulations.) of Chapter 17.32 (Industrial Districts) of Title 17 (Zoning) is hereby amended t as follows:

17.32.020 IL, IG, IW and IP districts – Land use regulations.

Industrial	**IL**	**IG**	**IW**	**IP**	**Additional Regulations**
* * *					
Industry, Technology	P	P	P	P	L-8
Data Centers	U	U	U	U	L-8, (E)
* * *					
Accessory Uses	P/U	P/U	P/U	P/U	L-1, ~~(F)~~

* * *

L-8 In IW district, only water-related uses allowed.

* * *

(E) See BMC 17.70.430, Data Centers.
~~(F) Maximum: One dwelling unit per site as caretaker's housing.~~

Section 4.
Section 17.70.430 (Objective planning and design standards for mixed use residential and multifamily development projects) of Chapter 17.70 (General Regulations) of Title 17 (Zoning) is hereby renamed "Data centers" and amended as follows:

A. Applicability. Data centers may be conditionally permitted only in Industrial Districts, as specified in BMC 17.32.020 (IL, IG, IW and IP districts – Land use regulations) and pursuant to the requirements of this section.

B. Review authority.

1. Director. The development services director shall conduct a public hearing pursuant to Chapter 17.104 and approve, conditionally approve, or disapprove a use permit application for a data center that meets the following criteria:

    a. An electrical design capacity of less than five megawatts (unless solar, wind, or geothermal energy is generated on-site and certified as clean energy by US EPA or California Energy Commission) that does not require any off-site electrical system improvements; and

    b. A gross floor area of no greater than 50,000 square feet; and

    c. An average annual water consumption of no greater than 30 gallons per minute, using the following formula:

        Average annual water consumption = Total annual water consumption (gallons) / 525,600 minutes

2. Commission. The planning commission shall conduct a public hearing and approve, conditionally approve, or disapprove a use permit application for any data center that exceeds any of the criteria in subsection B.1, above.

C. Application. An application for a use permit shall be prepared in a manner acceptable to the city in accordance with the applicable posted submittal checklist and/or standards and shall also include the following:

1. Electric utility. A “will serve” letter, executed interconnection agreement, or equivalent documentation from the electric utility provider, dated within the prior 12 months and indicating the availability of existing capacity and any associated on- or off-site improvements for power supply.

2. Water utility. A “will serve” letter or equivalent documentation from the water utility provider, dated within the prior 12 months and indicating the availability of existing capacity and any associated on- or off-site improvements for water supply.

3. Plans and calculations documenting:

    a. Electrical design capacity and measures for on-site energy production and storage, where applicable.

    b. Water usage, wastewater volumes, including associated strengths and requirements; as well as and methods for water recirculation or conservation. The analysis shall specify methods for reducing potable water consumption through appropriate technologies and operational practices.

    c. Mechanical equipment layout, including interior and exterior equipment, and associated details.

d. Thermal generation analysis, prepared by a qualified licensed engineer, identifying cumulative heat production, thermal plume, and proposed measures to capture or reduce thermal impacts, including primary cooling methodology and associated Safety Data Sheet (SDS) and chemical inventory of associated heat transfer fluids, dielectric liquids, refrigerants, and liquid cooling agents used within the facility.

e. Acoustic analysis, prepared by a qualified licensed engineer, identifying baseline and project noise generation at full, continuous operation during AM and PM hours. Where the analysis shows that noise will exceed 75 decibels at industrial property lines and/or 50 decibels at the nearest residential property lines at any time, noise attenuation measures to meet these standards must be included with the analysis. Where noise attenuation measures are proposed, the analysis shall indicate unattenuated and attenuated noise levels and provide associated technical details.

f. Fire prevention, hazard management and life safety plan, which shall indicate the adequacy or improvements necessary to achieve fire flow and fire access, document compliance with applicable life safety and equipment listing standards, specify containment and secondary spill protocols, and describe on-site hazard mitigation and emergency response measures.

4. A phasing plan identifying the full reserved capacity of the facility and timeline for buildout.

D. Standards

1. Maximum capacity. No data center may exceed an electrical design capacity of 20 megawatts, regardless of whether renewable power is generated on-site.

2. Electric power. Electric power supply shall be through a utility provider or on-site renewable energy including but not limited to solar, wind or geothermal energy. Data centers shall employ equipment and/or operational practices to reduce electric power consumption to the maximum feasible extent. No supplemental or backup electricity may be provided by internal combustion equipment, such as diesel generators.

3. Water conservation. Data centers shall utilize water-efficient cooling technologies, recirculation or recycled water, and other operational practices to reduce potable water consumption to the maximum feasible extent.

4. Exterior lighting. In addition to the requirements of BMC 17.70.240, all exterior lighting shall be designed and constructed with cutoff and fully shielded fixtures that direct light downward and into the interior of the property. Exterior lighting shall not overspill onto adjacent roads and properties.

5. Noise. Structural noise reduction measures shall be provided for any exterior cooling fans or equipment, such as acoustic barrier walls, baffles or louvers and shall demonstrate compliance, at time of full operation, with the applicable standards of BMC Chapter 8.20.

E. Annual report.

1. Annual Report Required. The operator of a data center shall submit an annual report documenting compliance with the use permit conditions of approval and reporting on the facility's water consumption and electric power consumption in a form acceptable to the director or their designee, which shall be received no later than December 31 of each year.

2. Fee. Submittal of the annual report shall be accompanied by payment of a fee associated with the expense of time and materials for administration and review. If no fee is established by Council resolution, such costs shall be reimbursed based on established hourly rates and/or direct costs incurred.

3. Review. The city may verify information contained in the report through a request for additional records or conduct on-site inspections. Such request shall be granted without delay to support a determination that the standards of this section and the conditions of the use permit have been met.

4. Revocation. Failure to comply with the requirements of this subsection may result in enforcement actions and/or revocation of the use permit pursuant to Chapter 17.128.

F. Supplemental Findings.

1. In addition to compliance with the requirements of this title and the findings of Chapter 17.104, the decision-making body shall determine that the application meets all of the following findings prior to approving or conditionally approving a use permit for a data center:

a. That the operation of the data center, individually or in accumulation with other existing data centers, will advance the specific purpose of the underlying zoning district to provide areas for business, commercial, manufacturing and/or water-related industry as described in section 17.32.010 of this title.

b. That the proposed data center will implement and maintain long-term measures that ensure the facility will not compromise the capacity and reliability of public utilities, including electric power and water supply.

c. That the data center will comply with the performance standards of this Municipal Code and will not result in injurious effects due to the placement of equipment or operation of the facility, including effects related to emissions and discharges, lighting and noise.

2. If the review authority determines that the application does not meet findings in subsection F.1., above, then the reasons for the determination shall be specified in writing and the use permit shall be denied.

G. Modifications. Any modification to a data center that would cause the data center to exceed the approved size, capacity or water consumption of the facility, or modify any finding or condition of approval as determined by the director, shall be subject to review and approval of a new use permit application.

Severability. If any section, subsection, phrase or clause of this ordinance is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance.

The City Council hereby declares that it would have passed this and each section, subsection, phrase or clause thereof irrespective of the fact that any one or more sections, subsections, phrase or clauses be declared unconstitutional on their face or as applied.

*****

On motion of Council Member , seconded by Council Member , the foregoing ordinance was introduced at a regular meeting of the City Council on the day of 2026, and adopted at a regular meeting of the Council held on the day of 2026, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

_____
Steve Young, Mayor

Attest:

_____
Lisa Wolfe, City Clerk

_____
Date

Docusign Envelope ID: 9F667D57-8AD0-8BCB-8047-7EECCCDB7E2D

RESOLUTION NO. 26-5

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF BENICIA RECOMMENDING THAT THE CITY COUNCIL ADOPT AN ORDINANCE AMENDING SECTION 17.16.060 (INDUSTRIAL USE CLASSIFICATIONS), SECTION 17.32.020 (IL, IG, IW AND IP DISTRICTS – LAND USE REGULATIONS) AND CHAPTER 17.70 (GENERAL REGULATIONS) TO ESTABLISH REGULATIONS FOR DATA CENTERS AND MAKE MINOR CLEAN UP AMENDMENTS

WHEREAS, the Benicia Zoning Ordinance, adopted by Ordinance No. 87-4, establishes standards to protect and promote the public health, safety, and general welfare, and to implement the policies of the city's general plan; and

WHEREAS, the purposes of the Zoning Ordinance, established Section 17.04.030 (Purposes) include: providing a precise guide for the physical development of the city; promoting the economic stability of existing land uses that are consistent with the general plan and protecting them from intrusions by inharmonious or harmful land uses; permitting the development of office, commercial, industrial, and related land uses that are consistent with the general plan, in order to strengthen the city's economic base; and ensuring that service demands of new development will not exceed the capacities of existing streets, utilities, or public services; and

WHEREAS, the Zoning Ordinance currently defines “Industry, Technology” as an industrial use classification and permits such use within each of the four (IL, IG, IW, and IP) Industrial Districts; and

WHEREAS, the Zoning Ordinance does not currently define “Data Center,” and such use is currently regulated the same as any other “Industry, Technology” use; and

WHEREAS, in light of technological and economic advancements, there is an increased demand for data center uses, which carry with them unique potential impacts for land use compatibility, water and electricity resources, and noise; and

WHEREAS, amendments to the Zoning Ordinance are warranted to ensure that data center uses do not become overly burdensome to the City and its residents and that the goals of the Benicia General Plan and the purposes of the Benicia Zoning Ordinance are attained; and

WHEREAS, the Planning Commission conducted a duly noticed public hearing at a regular meeting on September 10, 2026, and recommended approval of an ordinance amending Title 17 (Zoning) to address Data Centers; and

WHEREAS, pursuant to Benicia Municipal Code (BMC) section 17.120.40 (Public hearing scope and notice) and California Government Code Section 65091 (Notification Procedures), notice of the public hearing for the proposed amendments was duly published in the Benicia Herald, a newspaper of general circulation, and displayed at City Hall on August 30, 2026.

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NOW, THEREFORE, BE IT RESOLVED, that the Planning Commission of the City of Benicia does hereby find that the proposed amendments to the Zoning Ordinance (Exhibit A) are consistent with the purposes of Title 17 (Zoning), and the following goals and programs of the Benicia General Plan:

- Goal 2.5: Facilitate and encourage new uses and development which provide substantial and sustainable fiscal and economic benefits to the City and the community while maintaining health, safety, and quality of life.

  The amendments advance Goal 2.5 by ensuring that a decision to approve or conditionally approve a Data Center meets specific findings, including that "the operation of the data center, individually or in accumulation with other existing data centers, will advance the specific purpose of the underlying zoning district to provide areas for business, commercial, manufacturing and/or water-related industry as described in section 17.32.010."

- Goal 2.6: Attract and retain a balance of different kinds of industrial uses to Benicia.
  - Policy 2.6.2: Other land uses should not adversely affect existing industrial and commercial land uses.

  The amendments advance Goal 2.6 by creating a framework for review of Data Centers, including a proactive review of potential impacts. These considerations would facilitate the necessary findings for approval or conditional approval of a data center that "the proposed data center will implement and maintain long-term measures that ensure the facility will not compromise the capacity and reliability of public utilities, including electric power and water supply" and the data center will comply with the performance standards of this Municipal Code and will not result in injurious effects due to the placement of equipment or operation of the facility, including effects related to emissions and discharges, lighting and noise."

- Goal 2.7: Attract and retain industrial facilities that provide fiscal and economic benefits to—and meet the present and future needs of Benicia.
  - Policy 2.7.1: Attempt to attract high-wage and high-revenue producing companies to Benicia.

  The amendments advance Goal 2.7 by facilitating a land use that can provide essential computing capacity to existing and future companies – including those engaged in advanced manufacturing and research and development – while also providing revenue generation through property tax and utility user tax.

- Goal 2.36: Ensure an adequate water supply for current and future residents and businesses.

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- Policy 2.36.1: Approve development plans only when a dependable and adequate water supply to serve the development is assured.

The amendments advance Goal 2.36 by requiring water consumption data, measures to recirculation and conserve water, and annual reporting to ensure that these measures are implemented and maintained through operation of the business.

BE IT FURTHER RESOLVED, that the Planning Commission of the City of Benicia does hereby recommend that the City Council find this project to be categorically exempt pursuant to the California Environmental Quality Act (CEQA) Guidelines Sections 15301 and 15305 which apply to existing facilities and minor alterations to land use limitations. The proposed amendments on their own do not have the potential to result in significant environmental impacts as they establish a new use classification that increases review and analysis for proposed uses and establish standards to avoid adverse impacts. New uses or development proposed pursuant to this ordinance would be subject to CEQA review on a case by-case basis to ensure that any significant environmental impacts are adequately addressed.

BE IT FURTHER RESOLVED, that the Planning Commission of the City of Benicia does hereby recommend that the City Council adopt the ordinance amending Title 17 (Zoning) (Exhibit A), attached hereto and incorporated herein by reference, with revisions to proposed section 17.70.430.D.2. that would acknowledge alternative forms of renewable energy, inclusive of but not limited to solar, wind and geothermal, and require that data centers employ operational practices to reduce electric power consumption to the maximum extent feasible.

*****

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On motion of Commissioner Marshall, seconded by Commissioner Bennett, the above Resolution is introduced and passed by the Planning Commission of the City of Benicia at a regular meeting of the Commission held on the 10th day of September 2026 and adopted by the following vote:

Ayes:	Commissioners Bennett, Donahue, Gilpin-Hayes, Gorman, Marshall, and Chair Slate
Noes:	None
Absent:	Commissioner Jessen
Abstain:	None

_____
Jarrod Slate, Chair

_____
Date

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CITY OF BENICIA

ORDINANCE NO. 26-____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BENICIA AMENDING SECTION 17.16.060 (INDUSTRIAL USE CLASSIFICATIONS), SECTION 17.32.020 (IL, IG, IW AND IP DISTRICTS – LAND USE REGULATIONS) AND CHAPTER 17.70 (GENERAL REGULATIONS) TO ESTABLISH REGULATIONS FOR DATA CENTERS AND MAKE MINOR CLEAN UP AMENDMENTS

WHEREAS, the Benicia Zoning Ordinance, adopted by Ordinance No. 87-4, establishes standards to protect and promote the public health, safety, and general welfare, and to implement the policies of the city's general plan; and

WHEREAS, the purposes of the Zoning Ordinance, established Section 17.04.030 (Purposes) include: providing a precise guide for the physical development of the city; promoting the economic stability of existing land uses that are consistent with the general plan and protecting them from intrusions by inharmonious or harmful land uses; permitting the development of office, commercial, industrial, and related land uses that are consistent with the general plan, in order to strengthen the city's economic base; and ensuring that service demands of new development will not exceed the capacities of existing streets, utilities, or public services; and

WHEREAS, the Zoning Ordinance currently defines “Industry, Technology” as an industrial use classification and permits such use within each of the four (IL, IG, IW, and IP) Industrial Districts; and

WHEREAS, the Zoning Ordinance does not currently define “Data Center,” and such use is currently regulated the same as any other “Industry, Technology” use; and

WHEREAS, in light of technological and economic advancements, there is an increased demand for data center uses, which carry with them unique potential impacts for land use compatibility, water and electricity resources, and noise; and

WHEREAS, amendments to the Zoning Ordinance are warranted to ensure that data center uses do not become overly burdensome to the City and its residents and that the goals of the Benicia General Plan and the purposes of the Benicia Zoning Ordinance are attained; and

WHEREAS, the Planning Commission conducted a duly noticed public hearing at a regular meeting on September 10, 2026, and recommended approval of the Zoning Ordinance amending Chapters of the BMC Title 17; and

WHEREAS, pursuant to Benicia Municipal Code (BMC) section 17.120.40 (Public hearing scope and notice) and California Government Code Section 65091 (Notification Procedures), notice of the public hearing for the proposed amendments was duly

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published in the Benicia Herald, a newspaper of general circulation, and displayed at City Hall on ; and

WHEREAS, pursuant to the California Environmental Quality Act (CEQA), the City Council find this project to be categorically exempt pursuant to the California Environmental Quality Act (CEQA) Guidelines Sections 15301 and 15305 which apply to existing facilities and minor alterations to land use limitations because the proposed amendments on their own do not have the potential to result in significant environmental impacts as they establish a new use classification that increases review and analysis for proposed uses and establish standards to avoid adverse impacts; and

WHEREAS, it is clarified that while the text amendments themselves are deemed to be categorically exempt from further CEQA review, new projects or developments regulated with the updated amendments may still be subject to CEQA review on a case by-case basis to ensure that any significant environmental impacts are adequately addressed; and

WHEREAS, the City Council of the City of Benicia conducted a duly and properly noticed public hearing to take public testimony and consider this Ordinance.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Benicia does hereby find that the proposed zoning text amendments are consistent with the purposes of Title 17 (Zoning), and the following goals and programs of the Benicia General Plan:

- Goal 2.5: Facilitate and encourage new uses and development which provide substantial and sustainable fiscal and economic benefits to the City and the community while maintaining health, safety, and quality of life.

  The amendments advance Goal 2.5 by ensuring that a decision to approve or conditionally approve a Data Center meets specific findings, including that "the operation of the data center, individually or in accumulation with other existing data centers, will advance the specific purpose of the underlying zoning district to provide areas for business, commercial, manufacturing and/or water-related industry as described in section 17.32.010."

- Goal 2.6: Attract and retain a balance of different kinds of industrial uses to Benicia.
  - Policy 2.6.2: Other land uses should not adversely affect existing industrial and commercial land uses.

  The amendments advance Goal 2.6 by creating a framework for review of Data Centers, including a proactive review of potential impacts. These considerations would facilitate the necessary findings for approval or conditional approval of a data center that "the proposed data center will implement and maintain long-term measures that ensure the facility will not compromise the capacity and reliability

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of public utilities, including electric power and water supply" and the data center will comply with the performance standards of this Municipal Code and will not result in injurious effects due to the placement of equipment or operation of the facility, including effects related to lighting and noise."

- Goal 2.7: Attract and retain industrial facilities that provide fiscal and economic benefits to—and meet the present and future needs of Benicia.
  - Policy 2.7.1: Attempt to attract high-wage and high-revenue producing companies to Benicia.

  The amendments advance Goal 2.7 by facilitating a land use that can provide essential computing capacity to existing and future companies – including those engaged in advanced manufacturing and research and development – while also providing revenue generation through property tax and utility user tax.

- Goal 2.36: Ensure an adequate water supply for current and future residents and businesses.
  - Policy 2.36.1: Approve development plans only when a dependable and adequate water supply to serve the development is assured.

  The amendments advance Goal 2.36 by requiring water consumption data, measures to recirculation and conserve water, and annual reporting to ensure that these measures are implemented and maintained through operation of the business.

THE CITY COUNCIL OF THE CITY OF BENICIA DOES ORDAIN AS FOLLOWS:

Section 1.

The City Council finds that each of the Recitals and Findings set forth above are true and correct, and by this reference incorporates those Recitals and Findings as an integral part of this Resolution.

Section 2.

Section 17.16.060 (Industrial Use Classifications) of Chapter 17.16 (Use Classifications) of Title 17 (Zoning) is hereby amended to establish a use classification for Data Centers as follows:

E. Industry, Technology. Establishments engaged in the creation, fabrication, processing, assembling, storage, manufacturing and/or service provision of products and/or processes, related to current or new technologies, not including cannabis or cannabis products. Examples of uses include, but are not limited to, computer software and hardware firms, computer peripherals and related products, electronic research firms,

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biotechnical and biomedical firms, instrument analysis, genomics, robotics, pharmaceuticals, and related educational development.

1. Data Centers. Facilities used primarily for the storage, processing, management, and/or transmission of digital data, including but not limited to buildings and structures housing computer servers, network and telecommunications equipment, data storage systems. This use also includes cooling and power infrastructure, security systems, and/or other associated equipment and components that support digital data operations and services. Data centers may be distinguished from related uses by the density or redundancy of server equipment and electric power supply, and/or the provision of services to meet off-premises or collocated business, computing or data needs.

Section 3.
Section 17.32.020 (IL, IG, IW and IP districts – Land use regulations.) of Chapter 17.32 (Industrial Districts) of Title 17 (Zoning) is hereby amended t as follows:

17.32.020 IL, IG, IW and IP districts – Land use regulations.

Industrial	**IL**	**IG**	**IW**	**IP**	**Additional Regulations**
* * *					
Industry, Technology	P	P	P	P	L-8
Data Centers	U	U	U	U	L-8, (E)
* * *					
Accessory Uses	P/U	P/U	P/U	P/U	L-1, ~~(F)~~

* * *

L-8 In IW district, only water-related uses allowed.

* * *

(E) See BMC 17.70.430, Data Centers.
~~(F) Maximum: One dwelling unit per site as caretaker's housing.~~

Section 4.
Section 17.70.430 (Objective planning and design standards for mixed use residential and multifamily development projects) of Chapter 17.70 (General Regulations) of Title 17 (Zoning) is hereby renamed "Data centers" and amended as follows:

A. Applicability. Data centers may be conditionally permitted only in Industrial Districts, as specified in BMC 17.32.020 (IL, IG, IW and IP districts – Land use regulations) and pursuant to the requirements of this section.

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B. Review authority.

1. Director. The development services director shall conduct a public hearing pursuant to Chapter 17.104 and approve, conditionally approve, or disapprove a use permit application for a data center that meets the following criteria:

    a. An electrical design capacity of less than five megawatts (unless solar, wind, or geothermal energy is generated on-site and certified as clean energy by US EPA or California Energy Commission) that does not require any off-site electrical system improvements; and

    b. A gross floor area of no greater than 50,000 square feet; and

    c. An average annual water consumption of no greater than 30 gallons per minute, using the following formula:

    Average annual water consumption = Total annual water consumption (gallons) / 525,600 minutes

2. Commission. The planning commission shall conduct a public hearing and approve, conditionally approve, or disapprove a use permit application for any data center that exceeds any of the criteria in subsection B.1, above.

C. Application. An application for a use permit shall be prepared in a manner acceptable to the city in accordance with the applicable posted submittal checklist and/or standards and shall also include the following:

1. Electric utility. A “will serve” letter, executed interconnection agreement, or equivalent documentation from the electric utility provider, dated within the prior 12 months and indicating the availability of existing capacity and any associated on- or off-site improvements for power supply.

2. Water utility. A “will serve” letter or equivalent documentation from the water utility provider, dated within the prior 12 months and indicating the availability of existing capacity and any associated on- or off-site improvements for water supply.

3. Plans and calculations documenting:

    a. Electrical design capacity and measures for on-site energy production and storage, where applicable.

    b. Water usage, wastewater volumes, including associated strengths and requirements; as well as and methods for water recirculation or conservation. The analysis shall specify methods for reducing potable water consumption through appropriate technologies and operational practices.

    c. Mechanical equipment layout, including interior and exterior equipment, and associated details.

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d. Thermal generation analysis, prepared by a qualified licensed engineer, identifying cumulative heat production, thermal plume, and proposed measures to capture or reduce thermal impacts, including primary cooling methodology and associated Safety Data Sheet (SDS) and chemical inventory of all associated heat transfer fluids, dielectric liquids, refrigerants, and liquid cooling agents used within the facility.

e. Acoustic analysis, prepared by a qualified licensed engineer, identifying baseline and project noise generation at full, continuous operation during AM and PM hours. Where the analysis shows that noise will exceed 75 decibels at industrial property lines and/or 50 decibels at the nearest residential property lines at any time, noise attenuation measures to meet these standards must be included with the analysis. Where noise attenuation measures are proposed, the analysis shall indicate unattenuated and attenuated noise levels and provide associated technical details.

f. Fire prevention, hazard management and life safety plan, which shall indicate the adequacy or improvements necessary to achieve fire flow and fire access, document compliance with applicable life safety and equipment listing standards, specify containment and secondary spill protocols, and describe on-site hazard mitigation and emergency response measures.

4. A phasing plan identifying the full reserved capacity of the facility and timeline for buildout.

D. Standards

1. Maximum capacity. No data center may exceed an electrical design capacity of 20 megawatts, regardless of whether renewable power is generated on-site.

2. Electric power. Electric power supply shall be through a utility provider or on-site solar, wind or geothermal energy only. No supplemental or backup electricity may be provided by internal combustion equipment, such as diesel generators.

3. Water conservation. Data centers shall utilize water-efficient cooling technologies, recirculation or recycled water, and other operational practices to reduce potable water consumption to the maximum feasible extent.

4. Exterior lighting. In addition to the requirements of BMC 17.70.240, all exterior lighting shall be designed and constructed with cutoff and fully shielded fixtures that direct light downward and into the interior of the property. Exterior lighting shall not overspill onto adjacent roads and properties.

5. Noise. Structural noise reduction measures shall be provided for any exterior cooling fans or equipment, such as acoustic barrier walls, baffles or louvers and shall demonstrate compliance, at time of full operation, with the applicable

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standards of BMC Chapter 8.20.

E. Annual report.

1. Annual Report Required. The operator of a data center shall submit an annual report documenting compliance with the use permit conditions of approval and reporting on the facility's water consumption and electric power consumption in a form acceptable to the director or their designee, which shall be received no later than December 31 of each year.

2. Fee. Submittal of the annual report shall be accompanied by payment of a fee associated with the expense of time and materials for administration and review. If no fee is established by Council resolution, such costs shall be reimbursed based on established hourly rates and/or direct costs incurred.

3. Review. The city may verify information contained in the report through a request for additional records or conduct on-site inspections. Such request shall be granted without delay to support a determination that the standards of this section and the conditions of the use permit have been met.

4. Revocation. Failure to comply with the requirements of this subsection may result in enforcement actions and/or revocation of the use permit pursuant to Chapter 17.128.

F. Supplemental Findings.

1. In addition to compliance with the requirements of this title and the findings of Chapter 17.104, the decision-making body shall determine that the application meets all of the following findings prior to approving or conditionally approving a use permit for a data center:

   a. That the operation of the data center, individually or in accumulation with other existing data centers, will advance the specific purpose of the underlying zoning district to provide areas for business, commercial, manufacturing and/or water-related industry as described in section 17.32.010 of this title.

   b. That the proposed data center will implement and maintain long-term measures that ensure the facility will not compromise the capacity and reliability of public utilities, including electric power and water supply.

   c. That the data center will comply with the performance standards of this Municipal Code and will not result in injurious effects due to the placement of equipment or operation of the facility, including effects related to emissions and discharges, lighting and noise.

2. If the review authority determines that the application does not meet findings in subsection F.1., above, then the reasons for the determination shall be specified in writing and the use permit shall be denied.

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G. Modifications. Any modification to a data center that would cause the data center to exceed the approved size, capacity or water consumption of the facility, or modify any finding or condition of approval as determined by the director, shall be subject to review and approval of a new use permit application.

Severability. If any section, subsection, phrase or clause of this ordinance is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance.

The City Council hereby declares that it would have passed this and each section, subsection, phrase or clause thereof irrespective of the fact that any one or more sections, subsections, phrase or clauses be declared unconstitutional on their face or as applied.

*****

On motion of Council Member , seconded by Council Member , the foregoing ordinance was introduced at a regular meeting of the City Council on the day of 2026, and adopted at a regular meeting of the Council held on the day of 2026, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

_____
Steve Young, Mayor

Attest:

_____
Lisa Wolfe, City Clerk

_____
Date

EXHIBIT A

DRAFT

MINUTES OF THE BENICIA PLANNING COMMISSION

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

September 10, 2026
6:00 PM

Complete proceedings are recorded. These are action minutes; a full video is available online at www.ci.benicia.ca.us/agendas.

Accessing The Meeting

1. Call To Order

Chair Slate called the meeting to order at 6:01 p.m.

2. Roll Call Of Commissioners

Present: Commissioner Bennett, Commissioner Donaghue, Commissioner Gilpin-Hayes, Commissioner Gorman, Commissioner Marshall and Chair Slate

Absent: Commissioner Jessen

Staff: Jason Hade, Planning Manager
Suzanne Thorsen, Assistant City Manager / Development Services Director
Mary Wagner, Assistant City Attorney
Vikrant Sood, BAM Consulting

3. Pledge Of Allegiance

4. Reference To Fundamental Rights Of Public

5. Presentations

6. Adoption Of Agenda

On a motion of Commissioner Gilpin-Hayes, seconded by Commissioner Gorman, the Commission approved the Adoption of the Agenda, as presented, by the following vote:

Ayes: Commissioner Bennett, Commissioner Donaghue, Commissioner Gilpin-Hayes, Commissioner Gorman, Commissioner Marshall and Chair Slate

Noes: (None)

7. Opportunities For Public Comments

8. Written Comment

9. Public Comment

1. Dave Miller – Mr. Miller suggested that a portion of the Valero property be redeveloped into an AI data center campus and asked the city to explore feasibility.

10. Consent Calendar

10.A APPROVAL OF MINUTES FROM AUGUST 13, 2026

08-13-26 DRAFT MINUTES

On a motion of Commissioner Gilpin-Hayes, seconded by Commissioner Marshall, the Commission approved the adoption of the Consent Calendar, as presented, by the following vote:

Ayes: Commissioner Bennett, Commissioner Donaghue, Commissioner Gilpin-Hayes, Commissioner Gorman, Commissioner Marshall and Chair Slate

Noes: (None)

11. Business Items

11.A AMENDMENTS TO BMC TITLE 17 (ZONING) FOR DATA CENTERS

RECOMMENDED ACTION: Conduct a public hearing and move to adopt the resolution (Attachment 1) recommending that the City Council of the City of Benicia adopt amendments to Title 17 (Zoning) of the Benicia Municipal Code (BMC) to establish regulations for Data Centers and make minor clean up amendments after finding the project is exempt from CEQA pursuant to Guidelines Sections 15301 and 15305 which apply to existing facilities and minor alterations to land use limitations.

Suzanne Thorsen, Assistant City Manager / Development Services Director, gave a presentation.

Commissioners asked clarifying questions regarding the strictness of the proposed ordinance compared to the present regulations, whether there are any current applications for a data center, how 16 MW usage compares to other industrial uses, if there would be a limit on the number of data centers, a power usage cap, zones in which data centers will be allowed, plans for the future as more is learned about data centers and technology changes, if they will all be new builds, yearly review, water conservation limits, sound protection/noise impact, backup systems, and the use of cogeneration.

Ms. Thorsen and Mr. Sood clarified.

PUBLIC COMMENT

1. Chris – Chris spoke in agreement with the proposed ordinance with the exception of the size limit.
2. Citizen - The citizen spoke in disagreement with the size limit and voiced concerns that it would limit new businesses.
3. Ken Taylor – Mr. Taylor asked how many present businesses could benefit from data centers. He also asked if the decision could be postponed in order for more investigation to be done.
4. Representative of Benicia Youth - The youth representative requested that carbon emissions and the impact on local temperature and the environment be considered.
5. Representative of Benicia Youth - The youth representative voiced concerns over water quality, the number of data centers allowed and the use of diesel fuel.
6. Representative of Benicia Youth - The youth representative expressed worries about what might happen during a water emergency and whether there would be consequences for repeated violations of the ordinance.
7. Citizen – The citizen spoke of their concerns regarding public noticing and that there should be a green energy use requirement for data centers.
8. Zoom Participant – The Zoom Participant echoed concerns over a lack of public noticing and transparency.

DELIBERATIONS

Commissioners discussed size limits, environmental impact, carbon emissions and utility usage review, on-site power generation, the need for flexibility, planning for future growth and change, consideration of adjacent residential areas, consequences for repeated violations and possible revocation, emergency power, and the ability of citizens to propose zoning text amendments.

On a motion of Commissioner Marshall, seconded by Commissioner Bennett, the Commission approved Item 11.A, with the following amendments: to expand the types of renewable energy that can be utilized and to include more aggressive sustainability goals for power, by the following vote:

Ayes: Commissioner Bennett, Commissioner Donaghue, Commissioner Gilpin-Hayes, Commissioner Gorman, Commissioner Marshall and Chair Slate

Noes: (None)

12. Communication From Staff And Members

Mr. Hade announced that the City of Benicia received the Prohousing Designation from the California Department of Housing and Community Development (HCD).

13. Adjournment

Chair Slate adjourned the meeting at 7:41 p.m.

AGENDA ITEM
CITY COUNCIL MEETING DATE – OCTOBER 20, 2026
BUSINESS ITEM

TO : City Council

FROM : City Manager

SUBJECT : **QUARTERLY POLICY ISSUE REQUESTS FROM COUNCIL**

EXECUTIVE SUMMARY:

The City Council discusses various non-urgent Quarterly Policy Issue (Two-Step) Requests made by individual members of the City Council on a quarterly basis, as described in the City Council Rules of Procedure (Attachment 1).

RECOMMENDATION:

Discuss the Two-Step Requests and provide direction to staff on whether to schedule each topic for future Council discussion. The following Two-Step Requests were submitted for Council's consideration:

1. Council Member Largaespada – DS Public Access & Customer Assistance (Attachment 2)
2. Council Member Largaespada – Entertainment Zone (Attachment 3)
3. Council Member Largaespada – Residential Sidewalk Repair Partnership (Attachment 4)
4. Council Member Largaespada – Special Event Tourism Investment (Attachment 5)
5. Council Member Scott – Dog Park (Attachment 6)
6. Council Member Scott – One Percent for Art (Attachment 7)
7. Mayor Young – Reduce City Manager Contracting Authority from $200,000 to $100,000 (Attachment 8)

BUDGET INFORMATION:

There is no budget impact associated with determining whether to place these topics on a future agenda for Council discussion. Any potential fiscal impacts associated with the individual requests would be evaluated if Council directs staff to proceed with further consideration.

BACKGROUND:

City Council Members may request items be placed on future agendas according to the process described in the "Council Rules of Procedure" in Section II. For the October 20, 2026 quarterly review, seven Two-Step Requests have been submitted for Council consideration.

Council's consideration at this stage is whether each requested policy matter should advance for future Council discussion. Approval to advance a request through the Two-Step process does not constitute approval of the underlying policy proposal. Should Council direct that a request proceed, staff would conduct the appropriate analysis and return the matter to Council at the Annual Goal Setting Workshop in February 2026.

NEXT STEPS:
Staff will proceed in accordance with Council direction on each Two-Step Request.

ALTERNATIVE ACTIONS:
None.

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

ATTACHMENTS:
1. City Council Rules of Procedure
2. Council Member Largaespada – DS Public Access & Customer Assistance
3. Council Member Largaespada – Entertainment Zone
4. Council Member Largaespada – Residential Sidewalk Repair Partnership
5. Council Member Largaespada – Special Event Tourism Investment
6. Council Member Scott – Dog Park
7. Council Member Scott – One Percent for Art
8. Mayor Young – Reduce City Manager Contracting Authority from $200,000 to $100,000

For more information contact: Mario Giuliani, City Manager
Phone: 707-746-4200

City Council
Rules of Procedure

THE CITY OF
BENICIA
CALIFORNIA

Created July 17, 2012
As Amended October 3, 2018
As Amended June 1, 2021
As Amended April 16, 2024
As Amended June 18, 2024

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INTRODUCTION

These rules are assembled to make it easier for people to access city government so that they may be more informed about what the City is doing and so that they may be involved in a more meaningful and knowledgeable way. If these rules or the City's municipal code are silent on parliamentary rules, then the City shall be guided by Robert's Rules of Order. Open meetings and ethical guidelines help increase the public trust and confidence in the city government and will increase the public awareness and knowledge about their government. A well-educated public and ethical officials are essential to good government.

I. MEETINGS

A. REGULAR MEETINGS

The City Council holds regular meetings for the conduct of the City's business on the first, third, and fourth Tuesday of each month unless the meeting is cancelled. The first and third Tuesday regular meetings of the City Council are held in the City Council Chamber at City Hall unless the City Council Chamber are unavailable or inappropriate for the items proposed for the Council's agenda. The fourth Tuesday regular meeting is held in the Community Center unless it is unavailable or inappropriate for the items proposed for the agenda. The City Manager, in consultation with the Mayor, shall determine an alternative location if necessary.

B. SPECIAL MEETINGS

The City Council holds special meetings as necessary. Special meetings may be used for Closed Session items and for other items of business that require scheduling at a special meeting due to the need to take action prior to a regular meeting or that require a meeting devoted to the subject matter proposed for the meeting.

C. STUDY SESSIONS

The purpose of a study session is to meet with staff and various people, Boards, Commissions and Committees to receive briefings, background information, discuss policy issues and provide staff direction. A study session allows a range of meeting formats depending on the topic and allows for general discussion of major or controversial items before formal City Council action is required. The fourth Tuesday of the month is reserved for study sessions. Additional dates for study sessions may be scheduled as necessary. Study sessions may be scheduled as regular, adjourned regular or special meetings. Presentations to the City Council will be made by staff members, consultants, representatives of the City's Boards, Commissions and Committees or of other public agencies, and/or by any other person expressly invited for that purpose. Public comment on the item under consideration is allowed. No motions will be offered and no formal action by the City Council will be taken at the study session. The study session allows the Council Members (Members) to ask questions and express personal opinions about the item under consideration.

D. CONDUCT AT MEETINGS

In addition to complying with the Code of Conduct, City Council Members shall refrain from electronic communications during a meeting in order to avoid potential Brown Act or due process issues.

E. ADJOURNMENT

It is the desire of the City Council to adjourn their meetings by 10 p.m. Therefore, no new business will be taken up by the Council after 10 p.m. unless the City Council adopts a motion to continue. The remaining items will be placed on the next regular Council meeting in the appropriate section of the agenda, unless the City Council calls for a special meeting to consider one or more of the continued items. The Council shall review the agenda at approximately 9 p.m. to see if it is likely the agenda items will be completed by 10 p.m. or if items will probably be continued to the next regular meeting. If it appears items will be continued, the Council will let the audience know as soon as is practical. The Open Government Ordinance requirement for public comment on the item will occur when the item is scheduled unless a majority agrees to move it up.

II. AGENDAS

A. PREPARATION

The Mayor and the City Manager shall prepare an agenda for each meeting of the Council. Items to be included on the agenda must be submitted to the City Manager in writing by noon on the 7th working day preceding the regular meeting and, on the 5th working day preceding a special meeting.

B. TWO-STEP PROCESS

City Council Members may request that a policy matter be considered by the City Council using the Two-Step Process. A Council Member submits the Council Member Requested Agenda Item form (Appendix A) to the City Manager. The Council Member shall fill out the form as completely as possible. On a quarterly basis, the Council will review all completed Step 1 reports and decide by a majority of the Council whether to place on an agenda any of these items for Step 2, unless the request is urgent as detailed in Appendix A. If the City Manager determines there is an urgent need to hear Step 1, the City Manager shall place the item on an agenda based on the stated urgency and the City's agenda process.

C. LEGISLATIVE SUPPORT OR OPPOSITION

The City Manager, or City Attorney in the case of legal issues, is authorized to provide support or opposition on legislative matters provided that the support or opposition is consistent with the position taken by the League of California Cities and/or the Solano City/County Coordinating Council (4 C's). Typically, copies of this correspondence will be sent to Council via email in advance of distribution. Should a Council Member have

a question or concern, that Member will then have the opportunity to contact the City Manager prior to distribution. Occasionally same-day requests from the League of California Cities for letters, emails or faxes expressing support or opposition are received, and in these instances, advance distribution to Council would not be feasible.

In those cases where no position has been taken by either the League or 4 C's, then the request shall be agendized for Council review and direction. If timing is such that the request cannot be agendized prior to the specified response date, then the draft response will be emailed to the City Council in advance of distribution. Should a Council Member have a question or concern with the proposed response, that Member may then contact the City Manager or City Attorney for clarification and/or to request that the item be agendized for discussion. All letters authorized by the Council shall be signed by the Mayor.

D. REVIEW OF POLICY ITEM CONSIDERED IN PREVIOUS YEAR

City Council Members who voted with the majority on a particular policy issue may request that the full City Council rehear that policy matter. To do so, the requesting Council Member should prepare a brief write-up of the matter on the Council Member Requested Agenda Item form (Appendix A) and submit it to the City Manager. The request for review will be placed in the appropriate section of the agenda.

E. POLICY CALENDAR PROCESS

Council Members may request that a policy item be placed on a list of policy issues to be considered at a Quarterly Policy Issues Study Session Meeting. At this quarterly meeting, proposals are selected by majority vote of the Council for placement on the Policy Calendar.

At the quarterly meeting, the Council shall consider the following when deciding which policy proposals shall be calendared for Council consideration:

1. Time required for understanding by Council Members,
2. Time required for sufficient deliberation,
3. Time required for analysis and preparation of staff reports,
4. Time required for public understanding,
5. Council interest in subject,
6. Public interest in subject,
7. Conservation of staff time, and
8. Relationship to Council Priorities.

F. PLACEMENT OF AGENDA ITEMS

The Mayor and City Manager shall consider whether an item is time-sensitive, likely to generate a large number of public speakers, or is controversial when determining the order of the agenda items. These items will be placed earlier on the agenda in the appropriate section of the agenda. Items that have been continued from a prior meeting or items for reconsideration shall also be placed as early as possible on the agenda in the appropriate section of the agenda.

G. AGENDA PACKETS

The City Manager shall prepare, and provide to, each Council Member and the City Attorney, an electronic agenda packet not later than the Thursday preceding each regular meeting or two working days preceding each special meeting. The City Manager shall mail a copy of the agenda or a copy of all the documents constituting the agenda packet to every person who has requested the same in writing during the preceding year, has provided stamped self-addressed envelopes and has paid the applicable fee, if the request is to receive the packet by mail. A paper copy of the agenda packet will be available for those persons so requesting at the time the agenda is posted or upon distribution to all, or a majority of, the Council Members upon payment of the applicable fee. To the extent feasible, the agenda packet shall be available on-line.

H. REGULAR AGENDA

The first and third Tuesday regular meeting agenda shall consist of the following sections in order. The fourth Tuesday regular meeting agenda may omit items 6, 7, 8, 9 and 14 if not needed, and item 15 may be changed to Workshop.

1. CALL TO ORDER

2. CONVENE OPEN SESSION

3. ROLL CALL

4. PLEDGE OF ALLEGIANCE

5. REFERENCE TO THE FUNDAMENTAL RIGHTS OF THE PUBLIC

6. ANNOUNCEMENTS

This section includes announcements by the Mayor or Council Members.

7. PROCLAMATIONS

Proclamations are made before presentations for public convenience.

8. APPOINTMENTS

This section includes appointments to City Boards, Commissions and Committees.

9. PRESENTATIONS

Presentations are limited to a maximum of ten minutes to allow the Council to have adequate time to address the agendized items of business.

10. ADOPTION OF AGENDA

The Council, by majority vote, shall adopt the agenda as final. Following such adoption, agenda items may not be added, removed or their order changed unless by the unanimous consent of the Council Members present at the time the agenda was adopted as final. All matters shall be considered by the Council in the order listed on the agenda adopted as final, to the extent of time available. Only matters on the agenda as adopted final or modified under this section may be considered. Agenda items not considered or completed at a meeting for lack of time become agenda items at the following meeting per Section II.F.

11. OPPORTUNITY FOR PUBLIC COMMENTS

12. WRITTEN COMMENT

All written communications suitable for the agenda, received since the preparation of the subject agenda, addressed to or intended for the City Council, not otherwise included in the agenda and received by 2:00 P.M. the day of the Council meeting shall be included in the handout packet.

13. PUBLIC COMMENT

This section of the agenda is for members of the public to make comments to the City Council regarding non-agendized matters of general interest in accordance with the procedures set forth in Section III below.

14. CONSENT CALENDAR

Items listed under the Consent Calendar are considered routine and will be enacted, approved or adopted by one motion unless a request for removal for discussion or explanation is received from a Council Member, staff, or a member of the public. Items removed from the Consent Calendar shall be considered immediately following the adoption of the Consent Calendar. Routine agenda items that are under $50,000 and/or are already included in the budget may be listed under the Consent Calendar.

15. BUSINESS ITEMS

This section of the agenda is for the business items of the City Council including Public Hearings, appeals, and status or informational reports from staff and the Council. Council Member requests for future agenda items under the two-step, legislative or consideration of items heard in the last year will be agendized here.

16. COUNCIL MEMBER COMMITTEE REPORTS

17. ADJOURNMENT

I. SPECIAL MEETING AGENDA

A special meeting agenda shall consist of the following sections in order:

1. CALL SPECIAL MEETING TO ORDER

2. CONVENE OPEN SESSION

3. ROLL CALL

4. PLEDGE OF ALLEGIANCE

5. REFERENCE TO THE FUNDAMENTAL RIGHTS OF THE PUBLIC

6. ADOPTION OF THE AGENDA (if multiple items are on the agenda)

7. OPPORTUNITY FOR PUBLIC COMMENT

8. WRITTEN COMMENT

All written communications suitable for the agenda, received since the preparation of the subject agenda, addressed to or intended for the City Council, not otherwise included in the agenda and received by 2:00 P.M. the day of the Council meeting shall be included in the handout packet. The handout packet shall be made available to Council and the public no less than 2-hours prior to the start of the meeting.

9. PUBLIC COMMENT

This section of the agenda is for members of the public to make comments to the City Council regarding non-agendized matters of general interest to the citizens of Benicia in accordance with the procedures set forth in Section III below.

10. BUSINESS ITEMS

This section of the agenda is for the City Council for the Closed Session, action items or study session matters.

11. ADJOURNMENT

III. PUBLIC PARTICIPATION

A. FUNDAMENTAL RIGHT

The City Council promulgates these rules in recognition of the public's fundamental right to speak on agenda items for a meaningful amount of time.

B. RECOGNITION

No person may address the Council without the permission of the Presiding Officer, or a majority of the quorum, or as otherwise required by law. Except as required by law, the Presiding Officer is obligated to recognize members of the Council and staff prior to opening up items for public comment.

C. ADDRESSING THE COUNCIL

Those persons desiring to speak on an agendized matter or under Opportunity for

Public Comment are requested to, but not required to, complete a Speaker's Card and present it to the City Clerk at the beginning of the meeting or upon their arrival in the Council Chambers. The Presiding Officer shall recognize speakers on an agendized matter, including Announcements, Appointments, Presentations, Proclamations, when that item is before the City Council for consideration.

The Presiding Officers shall recognize speakers on matters not on the agenda under the Opportunity for Public Comment portion of the agenda. Persons addressing the Council shall do so only at the speakers' rostrum and should begin, but are not required to do so, by stating their name and address for the records. All remarks shall be addressed to the Council as a body and not to any member thereof, or to staff, or the public.

No person shall be permitted to enter into any discussion without the permission of the Presiding Officer.

D. ACTION ON NON-AGENDIZED ITEMS

Any item raised by a member of the public which is not agendized, but may require Council action, shall be automatically referred to the City Staff for investigation and disposition, unless the item requires action to be taken by the Council at the meeting during which it was raised and constitutes an emergency or the need to take such action arose after the posting of the agenda within the meaning of Government Code §54954.2(b). In either event the Council is entitled to discuss the matter before making the determination required under said Government Code provision, and if either finding is made, may take action thereon.

E. TIME LIMITS FOR PUBLIC COMMENT

1. In order to allow the Council to have adequate time to address the agendized items of business, public comment under Opportunity for Public Comment will be limited to not more than three (3) minutes per speaker on non-agendized items. If a large number of the public desire to speak, the Council may agree to limit the time for each speaker to less than 3 minutes to allow the Council to address the agendized items of business.

2. Each speaker shall speak only once on an agenda item and limit his/her remarks to not more than three (3) minutes when speaking at the time of the agendized item unless a shorter time is authorized by Council.

3. In accordance with the Open Government Ordinance and to promote time efficiency, the Presiding Officer of any body may request speakers representing at least five identified public commentors of similar view to designate a spokesperson, and that designated spokesperson has 15 minutes to speak.

4. The time for speaking may be extended by the Presiding Officer with the consent of a majority of the Council.

5. Each speaker shall avoid repetition of the remarks of prior speakers and, when speaking at the time an agenda item is being considered, shall speak only to the specific agenda item under consideration.

6. Speakers may not concede any part of their allotted time to another speaker.

F. QUESTIONS

Following each speaker's remarks, each Council Member shall be given the opportunity to comment further and to address questions to the speaker. The speaker may not be permitted or required to answer such questions if a majority of Council Members present other than the questioner object.

G. PRESENTATIONS SUBMITTED IN WRITING

Persons who anticipate oral presentations exceeding the allowed time are encouraged to submit comments in writing at the earliest possible time, for distribution to the Council and other interested parties. Comments should be submitted at least one day in advance of the scheduled meeting date to ensure distribution to the Council prior to the meeting.

H. POWER POINT PRESENTATIONS

Members of the public may present a Power Point software presentation to the Council utilizing the City's audio/visual equipment, provided that the public make their request to the City Manager's Office 72 hours in advance of the meeting in order to coordinate the use of the equipment.

I. PROCLAMATION REQUESTS FROM OUTSIDE AGENCIES OR MEMBERS OF THE PUBLIC

Proclamations related to city-sponsored events or programs, or in recognition of significant community events, accomplishments, or public service of individuals or organizations that significantly benefit the City of Benicia and/or the community in general will be either mailed to the requestor or read and presented at Council meetings. At the discretion of the Mayor, a completed and timely submitted proclamation may be placed on the Council agenda to be presented in Council Chambers.

Impermissible subjects of city proclamations include requests to support candidates for elected public office, of a religious or political nature, or for campaigns or events contrary to city policies.

These keepsake proclamations are strictly honorary and do not carry any legislative or legal value, nor do they constitute an endorsement by the City of Benicia or the Benicia City Council.

Requests for proclamations may be made by the Mayor or any member of the City Council or a Benicia resident or a representative of a local organization for which the proclamation

is requested to the City Clerk’s Office and will be considered on a case-by-case basis.

Proclamations will be processed by the City Clerk's Office for the Mayor's signature. The requester can either pick up the proclamation at City Hall or it will be mailed to the requester.

Requests should be submitted 4 weeks in advance of the requested date for the proclamation. Please include the following information with the request:

Contact person's first and last name, email contact, address and telephone number.

A brief summary and/or background of the event or organization.

The name and date(s) of the day, week, month or event to be recognized.

Proposed text for the proclamation, including 4-6 "whereas" clauses.

Whether the proclamation should be picked up or mailed.

Date when the proclamation is needed.

The City retains the right to modify, edit, or otherwise amend the proposed proclamation to meet its requirements, needs, or policy determinations.

The City reserves the right to decline any request for a proclamation.

IV. BUSINESS ITEM PROCEDURES

A. ONE HOUR FOR HEARINGS

Individual Business Items, including Public Hearings should not exceed one hour in length. To assist with this goal, time limits for public speakers may be limited in accordance with Section III.E.

B. PUBLIC HEARING AND APPEALS PROCEDURES

The procedures for Public Hearings and appeals are as follows:

1. Presentation by Staff.
2. Presentation by Proponent or Appellant.
3. Presentation by Opponent.
4. Comments from the Public.
5. Rebuttal by the Proponent or Appellant.
6. The Presiding Officer shall recognize supplemental speakers as required by

law or deemed appropriate to gather information relevant to the matter before the City Council. Supplemental speakers shall limit their remarks to presenting new information not already covered by other speakers, and must limit their presentation to three (3) minutes or the time established for speakers in accordance with Section III.E, if less.

7. Following the public portion of the hearing, the Presiding Officer shall declare the public portion of the hearing closed and the matter is then before the City Council for the Council portion of the hearing. Each Council Member shall be given an opportunity to speak to the subject without interruption. When the Council discussion has been concluded, the Council shall make its decision.

8. Spokespersons for the Proponent/Appellant and Opponent shall each have fifteen (15) minutes to present their case. The spokesperson for the Proponent/ Appellant shall have five (5) minutes to present any rebuttal. Organized groups may choose a single spokesperson who may speak for the group. Speakers may not concede any part of their allotted time to another speaker.

V. CREATION OF BOARDS, COMMISSIONS AND COMMITTEES

A. CITIZEN BOARDS, COMMISSIONS AND COMMITTEES

The Council may create Boards, Commissions and Committees to assist in the conduct of the operation of the City Government with such duties as the Council may specify, not inconsistent with the City Code. Any Board, Commission or Committee so created shall cease to exist upon the accomplishment of the special purpose for which it was created, or when abolished by a majority vote of the Council. No Committee so appointed shall have powers other than advisory to the Council or to the City Manager, except as otherwise specified by the City Code.

B. MEMBERSHIP SELECTION

Unless otherwise specified by state law or the City Code, appointments shall be made by the following procedure:

1. A two-member Subcommittee appointed by the Mayor, which will rotate among Council Members with one new appointee each year, shall be appointed to interview applicants for all Boards, Commissions and Committees, unless otherwise provided for by statute, ordinance or resolution. The two-member subcommittee is encouraged to schedule the interviews with the Commission Chair relating to the vacancy for which the applicant is being considered for appointment, monitor the interview, and provide feedback to the Subcommittee after the interview. Both members of the City Council Subcommittee shall be appointed in December of each year, for a one-year term.

2. The subcommittee shall interview the applicants using standardized questions for all applicants, particularized questions for the particular Board or

Commission, and any other appropriate questions. The Subcommittee shall recommend one applicant to the Mayor for each vacancy and the Mayor may make the appointment from the recommended applicant. The Subcommittee shall provide comments to the Mayor on why they recommended the applicant. If the Mayor finds the recommendation acceptable, the comments shall be included in the agenda packet as part of the paperwork for the appointment.

3. If the applicant is not acceptable to the Mayor, the Mayor may propose an alternative applicant to be confirmed by the City Council. If any confirmation does not occur, then the Subcommittee shall recommend an additional applicant until an appointment is made by the Mayor, which shall be subject to final approval by the Council. The City Clerk shall call for the vote in the following order: Subcommittee Members, remaining Council Members, and the Mayor.

4. If, at any point during this process, only one qualified applicant is available, the Subcommittee may choose to make a single recommendation.

5. If the Subcommittee is unable to recommend applicants due to lack of qualified applicants, then the Mayor may elect to interview the available applicants and/or direct staff to conduct additional outreach efforts to fill the opening.

6. The names of the proposed appointees shall be posted five (5) working days prior to the appointment being made.

7. For appointments to a Board or Commission where state law provides for appointment by the Council as a whole, any Council Member may nominate a person for appointment. The Council shall then vote on the nominee at the following Council meeting.

8. If desired by the Member, Council Members who are not on the Subcommittee may interview any or all of the applicants. These Members shall use care not to violate the Brown Act by disclosing the information they learn from the interviews prior to the meeting where appointments are scheduled to be made.

C. REMOVAL OF MEMBERS OF BOARDS, COMMISSIONS AND COMMITTEES

The Council may remove any Member of any Board, Commission or Committee which it has created by an affirmative vote of at least four (4) members of the Council if removal is not specified in the City Code.

VI. RULES OF ORDER

A. QUORUM

Three Council Members shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn meetings of the Board. If a quorum is not present within one hour after the time noticed for commencement of the meeting and thereafter any Council Member who was present at the end of such hour leaves and does not return, no meeting shall be held on that date notwithstanding the later presence of three (3) or more Council Members.

B. RIGHT TO THE FLOOR

A Council Member shall not have the right to the floor without being recognized by the Presiding Officer, except upon a point of order. Council Members, including the Mayor, shall avoid interrupting any Member while speaking.

C. ORDINANCES, RESOLUTIONS AND MOTIONS – PRECEDENTS

When any ordinance, resolution, or motion is properly brought before the Council and seconded by another Council Member, the council may discuss, debate, and offer other motions including a motion to amend or substitute. If a point of order, or a motion to adjourn, to table, to table to a time certain, to close debate, to refer or to amend, is made, no other action shall be considered until that motion or point of order is resolved. Such items shall have precedence in the order stated in the preceding sentence. Points of order shall be ruled upon by the Presiding Officer, provided that such ruling may be overridden by a majority of the Council. All points of order, or motions to adjourn, to table, to table to a time certain, to close debate, and to refer), except motions to amend, shall be put to a vote without debate and decided by a majority. Any of the foregoing motions shall be in order at anytime the speaker is duly recognized, except when repeated without intervening business or discussion, or if made when the motion to close debate has been adopted or while a vote is being taken:

1. MOTION TO ADJOURN

A motion to adjourn terminates the meeting.

2. MOTION TO TABLE

If a motion to table (without time certain) passes, consideration of the matter may be resumed only upon the motion of a member who voted with the majority on the motion to table.

3. MOTION TO CLOSE DEBATE

When a motion to close debate is duly made and seconded, there shall be no further debate. If the question carries, the Presiding Officer shall put pending amendments to a vote, without debate, in the inverse order of their introduction before putting the main question. If the question is decided negatively, the main question and its amendments remain before the Council.

4. MOTION TO REFER

A motion to refer the matter sends the matter to a committee or staff for investigating or studying the proposal and reporting back. If the motion to refer fails, the main question and its amendments remain before the Council.

5. MOTION TO AMEND

A motion to amend modifies or changes the motion that was being considered. If the motion to amend passes then the main motions should be voted on as amended.

6. DIVISION OF THE QUESTION

If a matter properly put before the Council contains two or more separable propositions, the Presiding Officer may, with the consent of one other Council Member, divide the question into its separable parts for consideration in order.

7. RECONSIDERATION

Providing that no intervening rights shall be prejudiced, any Council Member who voted with the majority on a question may move the reconsideration of that question at the same meeting in which the original decision was made or at the next following meeting. A motion for reconsideration must be made no later than the Monday before the agenda packet is published. After a motion for reconsideration has been acted upon, no other similar motion shall be made without unanimous consent.

D. VOTING

Unless otherwise required by applicable law, three affirmative votes are required to enact an ordinance, to adopt a resolution, or to adopt a motion granting a franchise or authorizing the payment or expenditure of money or incurring of a debt. The majority of a quorum is required to adopt other motions, unless otherwise required by applicable law. A "majority" refers to a majority of the quorum present. All matters shall be adopted by a roll call vote.

VII. STAFF SUPPORT

Staff support for requests from individual Council Members shall be limited to 15 minutes of staff time. Research, report writing, compilation of materials, etc. in excess of 15 minutes shall not be undertaken unless approved by a majority of the City Council.

VIII. COUNCIL MEMBER CORRESPONDENCE

Because the City Council performs as a body, it is important that general guidelines be understood when speaking as a Council Member. Equally important, when members are expressing personal views and not those of the City Council, the public should be so advised.

Members of the City Council may occasionally be called upon to write letters to citizens, businesses or other public agencies. Typically, the Mayor will be charged with transmitting the City's position on policy matters to outside agencies on behalf of the City Council. Correspondence sent on behalf of the City Council is placed on official City letterhead and is signed by the Mayor or City Manager. Individual members of the City Council may prepare letters to constituents in response to inquiries or to provide requested information on City issued letterhead personalized for each member of the Council. Council Members are required to provide copies of any correspondence on this City personalized letterhead to every Council Member and the City Manager.

On occasion, Members may wish to transmit correspondence on an issue upon which the City Council has yet to take a position or about an issue for which the City Council has no position. In these circumstances, Members should use their personalized letterhead and clearly indicate within letters that they are not speaking for the City Council as a whole, but for themselves as one member of the City Council. After the City Council has taken a position on an issue, official correspondence should reflect this position. While Members who may disagree with a position are free to prepare correspondence on such issues as private citizens, City letterhead, official City Council title, and staff support should not be utilized in order to avoid confusion. In addition, City letterhead and staff support cannot be utilized for personal or political purposes.

Council Members may be asked to prepare letters of recommendation for students and others seeking appointment. It is appropriate for individual Council Members to utilize City issued personalized letterhead for such letters. No review by the full City Council is required; however, copies will be kept on file.

For letters regarding legislative issues, refer back to Rule II.C.

IX. FAILURE TO OBSERVE RULES OR PROCEDURES

The failure to observe any of the rules or procedures does not serve as an independent source of challenge to any decision or action of the City Council, nor does it serve as evidence of improper conduct in any challenge to any action by a City Council Member or by the Council as a whole.

X. REVIEW OF THE RULES OF PROCEDURE

The City Council shall review these Rules of Procedure not less than annually and make any appropriate changes.

APPENDIX A: COUNCIL MEMBER REQUESTED AGENDA ITEM

Requested by: _____

Priority Ranking:
1 = Not urgent
2 = Not urgent, important
3 = Urgent, and important

Deadline for Action (Requested Council meeting date?), if any:

_____

Title of Item for Consideration:

_____

Summary of Issue: _____

_____

_____

_____

Why Should the City Council take this Issue Up?

_____

_____

_____

_____

What is the Intended Action for Council to decide (Recommended Action/Motion)?

_____

_____

_____

What is the Impact/Consequence for Action or Non-Action?

_____

_____

_____

_____

Staff Comments on the Request:

_____

_____

_____

COUNCIL DIRECTION

- ❑ No Further Action
- ❑ Schedule for Second Step on _____
- ❑ Schedule for Policy Calendar Review on _____
- ❑ Refer to: Staff _____
  Commission _____ Board __ Committee __

Date Due: _____

COUNCIL MEMBER REQUESTED AGENDA ITEM – 2 STEP REQUEST

Requested by: Councilmember Lionel Largaespada

Priority Ranking:

- ☐ 1 = Not urgent
- ☐ 2 = Not urgent, important
- ☒ 3 = Urgent, and important

Deadline for Action (Requested Council meeting date?), if any:

Title of Item for Consideration:

Development Services Public Access & Customer Assistance

Summary of Issue:

Benicia has made real progress modernizing permitting. The City has expanded express permits, moved applications and plan review online, and published review timelines. Those improvements should continue.

At the same time, the customer-service side of the process has changed. Before COVID-19, the City maintained a walk-up permit counter. The move to electronic permitting during the pandemic improved efficiency, but walk-in Development Services assistance did not return. Today, permit customers can schedule in-person or virtual appointments, but walk-in service is not available.

This request asks whether Benicia can keep the technology and efficiencies we have gained while restoring reasonable, predictable access to a person when a resident, contractor, design professional, property owner, or business needs help navigating a permit or development issue.

Why Should the City Council take this Issue Up?

Permitting is one of the most direct ways the public experiences City Hall. A fast online system works well for routine work, but not every project is routine. When a customer has a zoning question, plan-check correction, code issue, field revision, or a project that crosses Planning, Building, and Engineering, access to staff matters.

Requests for greater in-person access have continued for several years. The City's own April 18, 2023 assessment noted that applicants continued to request in-person meetings after the move to electronic permitting. Councilmembers also continue to hear concerns about access to Development Services staff. Whether every complaint is fair or not, access matters. Giving residents, contractors, design professionals, property owners, and businesses a predictable opportunity to sit down with someone, ask questions, and understand the next step would improve the customer experience and public confidence in the permitting process.

A review of Solano County cities also shows that Benicia's appointment-only model is more restrictive than the peer models that could be verified. Vallejo, Fairfield, Vacaville, Suisun City,

Dixon, and Rio Vista all document some form of public counter, walk-in, or in-person permit assistance while also using online or electronic permitting. See Exhibit A.

The goal is not to go back to paper permits or undo the City's modernization work. It is to restore the human access that was lost while keeping the technology and efficiencies we have gained.

What is the Intended Action for Council to decide (Recommended Action/Motion)

Direct staff to evaluate practical options for improving public access and customer assistance within Development Services and return to Council with recommendations within 90 days. The evaluation should include:

1. Options for restoring predictable walk-in permit assistance, including limited public counter hours or a time-limited pilot, while maintaining online and appointment-based services and measuring demand, staff time, and customer experience.
2. A single-point-of-contact or concierge-type function for businesses and more complex projects, where practical.
3. A service standard that, when a proposal cannot proceed as submitted, staff explains the applicable requirement and, when reasonably feasible, identifies a code-compliant alternative or next step.
4. A simple way to collect customer feedback and measure whether applicants can get clear answers, reach staff, and understand the next step in the process.
5. Options that use existing staff, technology, cross-training, workflow changes, or limited counter hours first, with any additional resource needs clearly identified.

Intent: This request isn’t asking for a new position, additional staffing, a full-time counter, or any change to building, zoning, fire/life-safety, environmental, or other code requirements. It asks staff to bring Council workable service options and the operational tradeoffs.

What is the Impact/Consequence for Action or Non-Action?

Action: Council would receive practical options to pair Benicia's strong digital permitting tools with predictable human access, along with staffing, workload, and cost implications.

Non-Action: The City would continue its current online and appointment-only model without a Council review of whether limited walk-in access, a concierge function, or other customer-service changes could improve access and public confidence while preserving permit-processing efficiency.

Staff Comments on the Request:

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COUNCIL DIRECTION

- ☐ No Further Action
- ☐ Schedule for Second Step on
- ☐ Schedule for Policy Calendar Review on
- ☐ Refer to: Staff _____
  Commission _____
  Board _____
  Committee _____

Date Due:

Solano County Permit-Counter / Walk-In Access Comparison

Official city sources reviewed August 18, 2026

City	Walk-In?	Current Model	Official Source
Benicia	No	Appointment-only; in-person/virtual appointments 9:00 a.m.-3:30 p.m. City states walk-in services are not available.	City of Benicia - Contact Development Services
Vallejo	Yes	Building & Planning counter: Mon-Thu and every other Fri, 8:30 a.m.-4:30 p.m.; closed 12-1.	City of Vallejo - Central Permit Center
Fairfield	Yes	Building counter: 8:00-11:45 a.m. and 1:00-5:30 p.m.; closed every other Fri; Wed 8:00-9:30 staff meeting closure.	City of Fairfield - Building Safety
Vacaville	Yes	Appointments encouraged; walk-ins expressly welcome between appointments. Permit counter 8:30 a.m.-12:00 p.m. and 1:00-5:00 p.m.	City of Vacaville - Building Division
Suisun City	Yes - limited days	Public counter Mon & Wed, 9:00 a.m.-12:00 p.m. and 1:00-5:00 p.m.; Tue/Thu by appointment; Fri closed.	Suisun City - Development Services
Dixon	Yes	Building counter open 8:30 a.m.-4:30 p.m.; City also launched an online building-permit portal.	City of Dixon - Building Division
Rio Vista	Yes / in-person counter documented	City materials refer to Building Department window/counter staff and permits issued over the counter; current commercial application directs applications online/email, so exact walk-in hours should be confirmed.	City of Rio Vista - Building Permit FAQs / current permit materials

Key finding: Benicia is the only Solano County city without walk-in services. The peer cities use different service models, but each documents some level of in-person counter or walk-in access.

Important distinction: This comparison is about public access to permit/development staff, not whether every permit can be issued over the counter. Several cities combine online application and plan review with an open or limited-hours public counter.

COUNCIL MEMBER REQUESTED AGENDA ITEM – 2 STEP REQUEST

Requested by: Councilmember Lionel Largaespada

Priority Ranking:

☐ 1 = Not urgent
☐ 2 = Not urgent, important
☒ 3 = Urgent, and important

Deadline for Action (Requested Council meeting date?), if any:

Title of Item for Consideration: Downtown Entertainment Zone Pilot Program

Summary of Issue:

Request to evaluate the feasibility of establishing a two-year Downtown Entertainment Zone Pilot Program pursuant to California Senate Bill 969 (SB 969) and return with options and recommendations for Council consideration.

The pilot would allow participating downtown restaurants and bars, during City-approved special events, to voluntarily sell alcoholic beverages in approved non-glass, non-metal containers for consumption within a designated Entertainment Zone. Participating businesses would be responsible for complying with all operational, safety, cleanup, and alcohol service requirements established by the City.

This proposal is about giving our downtown businesses another tool to succeed. Other California communities are already using SB 969 to support local businesses, increase foot traffic, and enhance community events. Benicia should evaluate whether a similar approach makes sense here. The goal is not to create an open-container district every weekend, but to give the City and event organizers another option for enhancing appropriate community events under controlled conditions. A two-year pilot would allow us to measure the economic benefits, operational impacts, and public safety outcomes before deciding whether the program should continue.

Why Should the City Council take this Issue Up?

California has given cities a new economic development tool through SB 969, and a growing number of Northern California communities are already using it to support downtown businesses, activate public spaces, and enhance community events. I recommend the City evaluate whether this tool makes sense for Benicia's historic downtown and waterfront.

Our downtown already serves as the backdrop for many successful community events. A Downtown Entertainment Zone could give participating restaurants and bars the opportunity to responsibly serve beverages within a designated event area, encouraging visitors to stay longer, support local businesses, and enjoy everything our downtown has

to offer. It could strengthen the events we already host while creating opportunities for businesses, nonprofits, and event organizers to develop new events that support local businesses, strengthen community events, and create a more active and welcoming downtown.

The City's role would be to establish the framework, designate the Entertainment Zone, approve qualifying events, and provide appropriate oversight. For each qualifying event, a designated event organizer - such as the Downtown Business Alliance, Chamber of Commerce, nonprofit, merchant group, or other qualified organization - should be responsible for the City's special event permit and overall event operations. Participating restaurants and bars would remain responsible for their own alcohol service and compliance with ABC requirements. The event organizer and participating businesses, not the City, should be responsible for event staffing, security, cleanup, age-control measures, and other operational requirements established by the City.

By evaluating this as a two-year pilot with an automatic sunset, the City can measure economic impact, operational effectiveness, public safety, and impacts on surrounding businesses and residents before deciding whether the program should continue.

What is the Intended Action for Council to decide (Recommended Action/Motion)

Direct staff to evaluate the feasibility of a two-year Downtown Entertainment Zone Pilot Program and return to the City Council within 90 days with options and recommendations, including, if feasible:

1. A proposed ordinance establishing a two-year Downtown Entertainment Zone Pilot Program pursuant to California Senate Bill 969, with the program automatically sunsetting at the end of the pilot unless extended by the City Council;
2. A recommended Management Plan identifying operational standards, participating business requirements, public safety measures, cleanup responsibilities, enforcement procedures, eligible special events, and the role and responsibilities of a designated event organizer;
3. A proposed pilot boundary encompassing appropriate portions of Downtown First Street and the waterfront;
4. Performance metrics and annual reporting requirements to evaluate economic impact, operational effectiveness, public safety, impacts on surrounding businesses and residents, and City staff and overtime costs;
5. A recommended permit and operating structure that places responsibility for event operations, including appropriate private security, staffing, cleanup, and related costs, on the event organizer and participating businesses so the pilot does not create unnecessary Police, Public Works, or other City overtime; and any necessary amendments to the City's Municipal Code or Special Event policies.

What is the Impact/Consequence for Action or Non-Action?

If approved:

If staff determines an Entertainment Zone is feasible and the Council later approves a pilot, Benicia businesses would have another economic development tool authorized by the State. A two-year pilot could support local businesses and community events while

allowing the City to measure economic benefits, operational effectiveness, public safety, and impacts on surrounding businesses and residents before deciding whether the program should continue.

If no action is taken:

If no action is taken, Benicia would continue under its existing special-event framework without evaluating whether an Entertainment Zone could enhance appropriate downtown events and provide additional opportunities for local businesses.

Staff Comments on the Request:

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COUNCIL DIRECTION

- ☐ No Further Action
- ☐ Schedule for Second Step on
- ☐ Schedule for Policy Calendar Review on
- ☐ Refer to: Staff _____
  Commission _____
  Board _____
  Committee _____

Date Due:

COUNCIL MEMBER REQUESTED AGENDA ITEM – 2 STEP REQUEST

Requested by: Councilmember Lionel Largaespada

Priority Ranking:

- ☐ 1 = Not urgent
- ☐ 2 = Not urgent, important
- ☒ 3 = Urgent, and important

Deadline for Action (Requested Council meeting date?), if any:

Title of Item for Consideration: Residential Sidewalk Repair Partnership Pilot Program

Summary of Issue:

Safe, pedestrian-friendly sidewalks are basic neighborhood infrastructure. Broken and uneven sidewalks create trip hazards, make it harder for seniors, people with disabilities, families with strollers, and others to get around, and take away from the appearance of our neighborhoods.

Under state law and our Municipal Code, adjacent property owners are generally responsible for repairing sidewalks. In practice, the cost and permitting process can cause relatively simple repairs to be delayed until the damage becomes more expensive and the safety problem gets worse.

A number of California cities have developed practical ways to help residents get these repairs completed without shifting the full responsibility to the City. San Rafael and Napa use cost-share programs. Concord reduces costs through economies of scale and waived fees. San Diego has gone a step further by waiving fees and allowing self-certification for qualifying sidewalk repairs, reducing routine staff involvement. Other cities also address street-tree work when tree roots are the cause of sidewalk damage.

This is also the right time to look at it. Benicia has begun a major Measure F street-repair program, and the new Parks, Landscape and Lighting Assessment District (PLLAD) is now in place. As we make significant investments in our streets and public infrastructure, we should evaluate whether a simple sidewalk partnership program can complement that work and allow repairs to be coordinated when it saves residents and the City time and money.

My proposal is not to create another large City-run construction program. I am asking staff to evaluate a simple, two-year pilot that helps property owners repair sidewalk hazards while keeping City administration to a minimum. A reimbursement model, standard repair details, fee waivers, self-certification by qualified contractors for routine repairs, and limited spot inspections could make the program easier for residents without creating a significant new workload for staff.

Why Should the City Council take this Issue Up?

- Improve pedestrian safety and accessibility by fixing trip hazards.
- Make routine repairs more affordable and easier for residents to complete.
- Use streamlined approaches already being used by other California cities, including cost sharing, fee waivers, standard plans, and self-certification for qualifying work.
- Address street-tree conflicts as part of the solution instead of repeatedly repairing concrete without addressing the underlying cause.
- Improve the condition and walkability of Benicia neighborhoods without creating an open-ended General Fund obligation.

What is the Intended Action for Council to decide (Recommended Action/Motion):

Direct staff to evaluate the feasibility of a two-year Residential Sidewalk Repair Partnership Pilot Program and return to the City Council within 90 days with options and recommendations, including, if feasible:

1. Provide reimbursement of up to 50% of eligible sidewalk repair costs, not to exceed $2,000 per property.
2. A proposed annual program cap of up to $150,000, subject to annual Council appropriation, using legally eligible transportation (Highway Users Tax - Gas Tax) or other grant funds where available and avoiding an ongoing General Fund commitment;
3. A streamlined process for routine repairs using standard City details, waived City permit and inspection fees, and self-certification by a qualified licensed contractor where legally and operationally appropriate, with City spot inspections or review for unusual or higher-risk work;
4. Allow homeowners to hire qualified contractors directly and receive reimbursement after the work is completed, rather than requiring the City to manage each individual repair.
5. A coordinated approach to street-tree-related sidewalk damage, including root pruning, tree preservation or replacement, and other appropriate treatments. Staff should evaluate whether any eligible public tree work may lawfully be funded through the PLLAD or another appropriate source, consistent with the PLLAD Engineer's Report and restrictions on assessment revenues;
6. Simple eligibility and prioritization criteria focused on documented trip hazards, accessibility, available funding, and readiness to proceed; and
7. Annual reporting on participation, repairs completed, City cost per repair, resident investment leveraged, staff time required, and whether the streamlined process is working. The pilot should automatically sunset after two years unless extended by the City Council.

What is the Impact/Consequence for Action or Non-Action?

Action:

Staff would return with a limited, practical pilot designed to make sidewalks safer and repairs easier and more affordable while minimizing new City workload. The program could leverage private property-owner investment, coordinate with work the City is already doing, and address more sidewalk hazards with limited public dollars.

Non-Action: Sidewalk repairs would continue under the existing system, with property owners bearing the full cost and navigating repairs individually. That can mean delayed repairs, recurring trip hazards, and missed opportunities to coordinate sidewalk improvements with the City's current investment in streets and neighborhood infrastructure.

Staff Comments on the Request:

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COUNCIL DIRECTION

- ☐ No Further Action
- ☐ Schedule for Second Step on
- ☐ Schedule for Policy Calendar Review on
- ☐ Refer to: Staff _____
  Commission _____
  Board _____
  Committee _____

Date Due:

	Highway Users Tax - Gas Tax	RMRA - SB1	TOTAL
Fiscal Year: 2016-2017	$535,259		$535,259
Fiscal Year: 2017-2018	$565,576	$162,280.41	$727,856
Fiscal Year: 2018-2019	$545,844	$504,282.06	$1,050,126
Fiscal Year: 2019-2020	$610,591	$477,508.89	$1,088,100
Fiscal Year: 2020-2021	$608,447	$503,784.88	$1,112,232
Fiscal Year: 2021-2022	$654,832	$545,955.14	$1,200,787
Fiscal Year: 2022-2023	$694,339	$604,514.00	$1,298,853
Fiscal Year: 2023-2024	$748,132	$699,008.51	$1,447,140
Fiscal Year: 2024-2025	$768,230	$739,043.38	$1,507,273
	$5,731,250	$4,236,377.27	$9,967,627
Sources:	https://www.sco.ca.gov/ard_payments_highway.html		
	https://www.sco.ca.gov/ard_payments_rmra_cities.html		

COUNCIL MEMBER REQUESTED AGENDA ITEM – 2 STEP REQUEST

Requested by: Councilmember Lionel Largaespada

Priority Ranking:

- ☐ 1 = Not urgent
- ☐ 2 = Not urgent, important
- ☒ 3 = Urgent, and important

Deadline for Action (Requested Council meeting date?), if any:

Title of Item for Consideration: Tourism and Special Event Investment Program

Summary of Issue:

Benicia collects approximately $725,000 annually in Transient Occupancy Tax (TOT) revenue, approximately $475,000 in existing hotel tax revenue plus an additional $250,000 generated by Measure A. While TOT is General Fund revenue, there is a strong economic-development case for strategically reinvesting a limited portion of these visitor-generated revenues in events and experiences intended to increase visitation, hotel stays, and local spending.

This proposal is intended to complement the City's existing tourism marketing efforts by investing directly in the tourism product itself. These are the community events and experiences that attract visitors, encourage them to stay longer, return more often, and support our local businesses.

Community events such as Porchfest, the Peddler's Fair, Water Rocks!, July 3rd, Oktoberfest, the Christmas Tree Lighting, food and wine events, live music, and other destination activities create the experiences that fill hotel rooms, support our restaurants and retailers, and showcase Benicia as a premier waterfront destination.

This proposal would establish a Tourism and Special Event Investment Program funded with up to 10% of annual TOT revenues, not to exceed $100,000 annually, subject to annual appropriation by the City Council and the City's financial condition. The program would provide competitive sponsorships for qualifying events that demonstrate measurable tourism and economic benefit to Benicia.

Eligible applicants should include Benicia-based nonprofits, merchant associations, business organizations, and other qualified event organizers capable of producing successful community events that generate measurable tourism and economic benefits.

Sponsorship awards would be made through a competitive process using objective criteria, including projected visitation, economic impact, community benefit, organizational capacity, and compliance with City requirements.

The goal is simple: strategically invest a limited portion of visitor-generated tax revenue to attract more visitors, strengthen local businesses, and increase economic activity throughout Benicia.

Why Should the City Council take this Issue Up?

TOT is General Fund revenue generated when visitors choose to stay in Benicia. Strategically reinvesting a limited portion of those revenues in tourism-generating activities creates a direct connection between economic-development investment and the visitor activity that helps generate the revenue.

Destination marketing tells people about Benicia. Community events give them a reason to visit. Successful tourism depends on both.

Benicia already invests in destination marketing to promote tourism. This proposal complements those efforts by investing directly in the events and experiences that attract visitors, encourage them to stay longer, return more often, and support our local businesses.

Special events can increase visitation, hotel stays, restaurant activity, retail spending, and overall economic activity. Rather than relying exclusively on traditional destination marketing, Benicia has an opportunity to invest directly in experiences that encourage people to visit, stay longer, and return.

A Tourism and Special Event Investment Program would encourage new ideas while helping successful existing events continue to grow. Whether it's a longstanding community tradition, a new cultural festival, a restaurant week, a waterfront concert series, or another event that attracts visitors, the City's investment should focus on measurable tourism and economic benefit rather than the organizational structure of the event sponsor.

Using a limited, capped portion of TOT revenues, subject to annual Council appropriation and the City's financial condition, keeps the program fiscally responsible while supporting the hotels, restaurants, retailers, attractions, and community events that generate tourism in Benicia.

This proposal creates a flexible tourism reinvestment strategy in which the City can make targeted economic-development investments when financially appropriate, measure the results, and adjust future funding based on performance and available resources.

What is the Intended Action for Council to decide (Recommended Action/Motion):

Direct staff to return to the City Council with a proposed Tourism and Special Event Investment Program that includes:

1. Funding of up to 10% of annual Transient Occupancy Tax revenues, not to exceed $100,000 annually, subject to annual appropriation by the City Council and the City's financial condition.
2. A competitive application process open to Benicia-based nonprofits, merchant

associations, business organizations, and other qualified event organizers.
3. Objective evaluation criteria that consider projected tourism impacts, economic benefit, community value, organizational capacity, and compliance with City requirements.
4. Funding for qualifying tourism-generating events, including but not limited to festivals, concerts, cultural celebrations, food and wine events, holiday events, sporting events, restaurant promotions, live music, and other activities that demonstrate measurable economic benefit to Benicia.
5. Sponsorship awards should be structured so that event organizers remain responsible for the substantial majority of event costs. No event may receive more than 25% of its total budget, with a maximum City sponsorship of $10,000 per event.
6. Return to Council within 90 days with proposed program guidelines, funding recommendations, and a recommended administrative process, including whether the Economic Development Board should review and recommend sponsorship awards.

What is the Impact/Consequence for Action or Non-Action?

If approved:

If approved, staff will develop a fiscally responsible tourism investment program for future Council consideration. Any annual funding would remain subject to Council appropriation and the City's financial condition. The program would direct limited resources toward events and experiences that can attract visitors, support local businesses, and strengthen Benicia's economy, while using objective criteria and annual reporting to evaluate whether the investment is producing measurable results.

If no action is taken:

Benicia will continue its existing tourism and economic-development efforts without a dedicated mechanism to consider direct investment in community events and experiences that may increase visitation and local economic activity. The City may miss opportunities to leverage limited public investment with private and community funding to grow successful events and encourage new destination activities.

Staff Comments on the Request:

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DIRECTION

- ☐ No Further Action
- ☐ Schedule for Second Step on
- ☐ Schedule for Policy Calendar Review on

☐ Refer to: Staff _____
Commission _____
Board _____
Committee _____

Date Due:

COUNCIL MEMBER REQUESTED AGENDA ITEM – 2 STEP REQUEST

Requested by: Terry Scott

Priority Ranking:

- ☐ 1 = Not urgent
- ☒ 2 = Not urgent, important
- ☐ 3 = Urgent, and important

Deadline for Action (Requested Council meeting date?), if any:

Dec 1, 2026

Title of Item for Consideration: Dog PARK

Summary of Issue: Downtown & EAST SIDE Residents have NO Immediate access To A Dog PARK. ASKing STAFF TO REVIEW existing PARKS and city LAND sites FOR conversion into Dog PARK

Why Should the City Council take this Issue Up?

Fill Need GAP. City should provide convenient Access To ALL Residents FOR OFF Leash opportunity.

What is the Intended Action for Council to decide (Recommended Action/Motion)

Instruct city STAFF To REVIEW, Recommend And cost OUT A Second Dog PARK. Could be A Temporary Test FOR cost, Maintence and Health issues.

What is the Impact/Consequence for Action or Non-Action?

Downtown + EAST side Residents will continue TO LACK Reasonable Access To an OFF-LEASH area, leaving an IDENTIFIED COMMUNITY Need UNMET

Staff Comments on the Request:

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COUNCIL DIRECTION

- ☐ No Further Action
- ☐ Schedule for Second Step on
- ☐ Schedule for Policy Calendar Review on
- ☐ Refer to: Staff _____
  Commission _____
  Board _____
  Committee _____

Date Due:

Two step request for Dog Park

Request for City Council Consideration: Downtown Dog Park Feasibility Study

Benicia is a dog-friendly community, yet we currently have only one park designed to allow dogs off-leash. Given the city's leash law, dog owners cannot simply use any existing park for this purpose. An area must be specifically designated and designed for that use.

Downtown and East Side residents in particular have few if any nearby park options, leaving a real gap in service for a significant part of our dog-owning community.

This request asks the Council to direct staff to begin evaluating options for a second dog park serving the downtown area. This could be a small, carved-out portion of an existing park or a use of city-owned property not currently serving another purpose: it does not need to be a large or costly undertaking.

The requested action is for staff to identify potential sites and return with a potential list of sites and a rough cost estimate for Council's consideration

If the Council takes no action, downtown residents will continue to lack reasonable access to an off-leash area, leaving an identified community need unmet.

If the Council directs staff to move forward, we take a concrete first step toward fulfilling our obligation to all dog owners: to provide safe, accessible places to enjoy our community.

COUNCIL MEMBER REQUESTED AGENDA ITEM – 2 STEP REQUEST

Requested by: Terry Scott

Priority Ranking:

- ☐ 1 = Not urgent
- ☐ 2 = Not urgent, important
- ☒ 3 = Urgent, and important

Deadline for Action (Requested Council meeting date?), if any:

Feb 2, 2027

Title of Item for Consideration: 1% FOR ART – PART TWO

Summary of Issue: Initiate An ordinance, similar To surrounding cities. for Funding of PUBLIC ART. City will undergo significant Development over Next Decade and it important To be proactive in Creating Fund Requirement.

Why Should the City Council take this Issue Up?

PUBLIC ART strengthens community identity, enhances civic spaces and attracts visitors. this is An APPROPRIate Funding Tool To Provide FUNDS FOR PUBLIC ART

What is the Intended Action for Council to decide (Recommended Action/Motion)

create 1% for ART ordinance

What is the Impact/Consequence for Action or Non-Action?

ACTION PROVIDES FUNDS.
NON-ACTION IS LOST OPPORTUNITY FOR A COMMUNITY THAT VALUES ART

Staff Comments on the Request:

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COUNCIL DIRECTION

- ☐ No Further Action
- ☐ Schedule for Second Step on
- ☐ Schedule for Policy Calendar Review on
- ☐ Refer to: Staff _____
  Commission _____
  Board _____
  Committee _____

Date Due:

1% for Art 2-step

I recommend that the City Council discuss the establishment of a "Percent-for-Art" program for the City of Benicia and direct City staff and the City Attorney to draft a formal ordinance requiring major new developments to allocate 1% of construction costs toward public art, thereby initiating the standard two-step ordinance adoption process.

Public art strengthens community identity, enhances civic spaces, and attracts visitors. By dedicating a small percentage of funding from eligible major construction projects, we can improve the everyday experience of residents, encourage pride in the community, and contribute to a vibrant, economically healthy community without placing any additional financial burden on the City and its taxpayers.

To ensure practicality and flexibility for developers while prioritizing public enrichment, the proposed ordinance would incorporate the following provisions:

- **1% Investment Requirement:** Major new developments would be required to allocate 1% of their total construction costs toward public art.
- **On-Site Installation & Review:** With assistance from the Benicia Arts and Culture Commission, developers would choose an artist or artist team to create works (such as murals, sculptures, or site-specific installations) for their property, subject to formal review and approval by the Commission.
- **In-Lieu Fee Option:** Developers would be granted the flexibility to opt out of on-site art placement by contributing the equivalent 1% amount directly into a dedicated City public art fund, managed by the Arts and Culture Commission.
- **Private Maintenance Obligations:** Property owners—not the City—would retain full responsibility for the ongoing upkeep, preservation, and maintenance of their murals or installations.

COUNCIL MEMBER REQUESTED AGENDA ITEM – 2 STEP REQUEST

Requested by: Mayor Young

Priority Ranking:

- ☐ 1 = Not urgent
- ☒ 2 = Not urgent, important
- ☐ 3 = Urgent, and important

Deadline for Action (Requested Council meeting date?), if any:

Title of Item for Consideration: Reduce City Manager's Contract Authority

Summary of Issue:
Currently, CM can sign contracts up to $200,000 I would like to reduce this signing authority to $100,000

Why Should the City Council take this Issue Up?
Council would be required to pay more attention to expenditures.

What is the Intended Action for Council to decide (Recommended Action/Motion)
Recommend approval of action

What is the Impact/Consequence for Action or Non-Action?

Staff Comments on the Request:

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COUNCIL DIRECTION

- ☐ No Further Action
- ☐ Schedule for Second Step on
- ☐ Schedule for Policy Calendar Review on
- ☐ Refer to: Staff _____
  Commission _____
  Board _____
  Committee _____

Date Due:

AGENDA ITEM
CITY COUNCIL MEETING DATE – OCTOBER 20, 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 – OCTOBER 20, 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/

Docusign Envelope ID: 479C89A8-F2F3-8130-82B9-3130790F31FA

Contract ID # 26-014T7

CITY OF BENICIA

250 East L Street, Benicia, CA 94510

TASK ORDER NO. 7

MASTER AGREEMENT FOR PROFESSIONAL SERVICES

Good City Company

Good City Company - Planning Master Service Agreement (FY26-27)

Task: Valero Benicia Redevelopment (VBR) Review Support Services

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 Exhibit A of this TASK ORDER, in accordance with the provisions of the AGREEMENT identified as Contract #26-014 between the parties hereto dated July 1, 2025

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: October 20, 2026

Completion Date: June 30, 2030

1.4. Compensation And Payment

Compensation shall be on a specific rate of compensation basis as provided in the AGREEMENT identified as Contract #26-014 between the parties hereto dated July 1, 2025. The cost of the work authorized by this TASK ORDER is not to exceed $1,349,788. 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.

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1.6. Items and Conditions

All items and conditions contained in the AGREEMENT identified as Contract #26-014 dated July 1, 2025, between the City of Benicia and Good City Company are incorporated herein by reference.

EXECUTED October 20, 2026

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

"Good City Company" By: Signed by: Aaron Aknin 5C6A1A91BD384BA... 10/7/2026
Aaron Aknin

Its: President

"City" By:

Its:

"Department" By:

Its:

"City Attorney" By:

Its: City Attorney

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Exhibits List

A - Scope of Work

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Exhibit A

Scope of Work

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GOOD CITY COMPANY

CITY OF BENICIA

Valero Benicia Redevelopment Project

Planning Project Management Services

September 14, 2026

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1. LETTER OF TRANSMITTAL

September 14, 2026

Suzanne Thorsen, Assistant City Manager/Development Services Director
250 East L Street
Benicia, CA 94510

RE: Scope of Work to Planning Project Manager Services for the Valero Benicia Redevelopment Project

Dear Suzanne,

Good City Company (Good City), is pleased to submit this proposal to provide Planning Project Management consultant services for the Valero Benicia Redevelopment Project in the City of Benicia.

Headquartered in Redwood City, Good City's technical expertise in current planning, zoning code updates, Development Agreement negotiations, General Plan and Specific Plan preparation and peer review, objective design and development standards development, and urban design review is built upon decades of close collaboration with our local jurisdiction clients across the greater Bay Area. Additionally, as creators and users of zoning codes, development standards, and economic development strategies, Good City is well qualified to communicate these requirements or plans to external stakeholders providing a bridge between them and City staff. We are confident in our ability to deliver high-quality work that meets the unique needs of the City of Benicia throughout the engagement.

Lisa Costa Sanders will serve as Principal in Charge and will be the primary point of contact for this proposal. We look forward to the opportunity to continue working with the City of Benicia. Please contact me if you have any questions or need additional information. I can be reached at (650) 333-0248 or lcostasanders@goodcityco.com.

Sincerely,



Lisa Costa Sanders,
Principal and Co-Owner Good City Company

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2. INTRODUCTION & PURPOSE

Good City Company (Good City) has served as an extension of City of Benicia (City) staff since spring 2026, supporting the Development Services Department's review of the proposed Valero Benicia refinery property by Signature Development Group (Signature) and its consultant team. This Scope of Services formalizes that role as the project moves from informal coordination meetings into a formal, filed application. It establishes the review process the City will follow, the interagency coordination Good City will manage on the City's behalf, the communication and project management structure between Good City and City staff, the subconsultants Good City will retain and manage in support of the City's review, and an estimated two-year schedule and budget framework for this engagement.

3. PROJECT UNDERSTANDING

Signature is proposing to redevelop the approximately 900-acre Valero Benicia refinery site into a mixed-use community following the refinery's closure, including roughly 3,500 residential units, a major retail center of approximately 40 to 70 acres, up to 3 million square feet of modern industrial/R&D uses, and flexible office, retail and community-serving uses and a community park. The applicant's entitlement request consists of the following actions supported by an Environmental Impact Report (EIR):

1. Specific Plan (SP) functioning as the primary regulatory and design-standards document for the site, with Objective Design Standards either embedded in the Specific Plan or adopted as a separate companion document; and
2. Rezoning with a Planned Development (PD) or new Zoning Districts implemented through the Specific Plan or through zoning consistent with the concurrent General Plan update;
3. General Plan Amendment (GPA) adopting the Specific Plan or changing land use designations;
4. Large-Lot Vesting Tentative Map (TM) covering master parcels, with individual builder/home permits deferred to a later phase
5. A Development Agreement (DA).

Signature is leading preparation of the Specific Plan and technical studies, with the City reviewing and commenting. First Carbon Solutions (FCS) is the City's retained EIR consultant. The formal application is anticipated in October/November 2026.

4. SCOPE OF SERVICES

Good City's scope is organized around eight tasks: Task 1, Project Management (including subconsultant management); Task 2, Community & Stakeholder Engagement; Task 3, Application Completeness & Intake Review; Task 4, Specific Plan Peer Review; Task 5, CEQA/Environmental Review Coordination; Task 6, Development Agreement & Entitlement Conditions Review; Task 7, Interagency Coordination; and Task 8, Study Session & Public Hearing Support. Together these tasks provide the City with a robust review process for an application of unusual scale and complexity and a single point of contact for overall project management.

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Task 1: Project Management

Good City will serve as the City's Planning Project Manager for the review and processing of the project from submittal to City Council adoption. Good City will manage the project review schedule, manage the day-to-day coordination with Signature and its consultant team, and coordinate internal City staff and departments to provide consolidated review and comments. Good City will also coordinate with the CEQA consultant as well as Responsible Agencies.

Bi-Weekly Project Management Meetings

Good City will establish and run standing bi-weekly coordination meetings with City staff for the duration of the engagement. These meetings will track the master schedule and submittal log, discuss outstanding review comments and agency coordination items by chapter, identify any schedule issues (technical study delays, agency response times), and confirm City direction on policy questions before they are communicated to Signature. Good City will distribute a standing agenda at least 24 hours (one working day) in advance of each meeting, and a summary of decisions and action items following each meeting.

Applicant Coordination

Good City will participate in bi-weekly applicant coordination meetings as needed. Good City will prepare and distribute the agenda for each applicant coordination meeting at least 24 hours (one working day) in advance. There may be times when City is reviewing materials or applicant is preparing revisions when meetings will be cancelled. It is assumed that monthly in person meetings will occur to review applicant submittals and discuss City responses. Good City will prepare and distribute meeting recaps to City staff and, where appropriate, to Signature's team, and will maintain the master issues list (e.g., ODS enforceability, resolve title issues, easement/encumbrance matrix, corporation yard capacity) so open items are tracked to closure.

Document Management

Good City will create and maintain a project Notion page as the central hub for coordinating this engagement, giving City staff shared, real-time visibility into task status, the master schedule, open items and action logs, and quick links to key project documents. Good City will maintain all project documents, submittals, correspondence, and review materials, accessible to City staff throughout the engagement in Sharepoint files with links from the Notion page. Files will follow a consistent naming and folder structure by task area so materials remain easy to locate, and the repository will be turned over to the City in an organized form at the conclusion of the engagement.

Subconsultant Team & Management

Good City will retain, manage, and coordinate the subconsultants below on the City's behalf, integrating each into the chapter-based Specific Plan review and the bi-weekly coordination schedule as needed. Good City remains the primary point of contact for the City on all subconsultant work. Good City is proposing the following subconsultant firms.

- **Public Facilities Peer Review (Police / Fire and optional Corporation Yard) — Group4.**
  If proposed by the applicant and agreed upon by the City, Group4 will provide independent peer review of the conceptual design submittals prepared by others for the approximately 25,000-square-foot Police Facility and approximately 15,000-square-foot Fire Station, addressing program consistency, operational

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adjacencies, circulation, security, and flexibility, with one review meeting and one follow-up review for each facility.

As an optional task if directed, Group4 will prepare a facilities program and conceptual site strategy for a new City Corporation Yard, including an operations and needs assessment (staffing, fleet, equipment, and storage), up to two conceptual site strategy alternatives, and a final planning summary

- **Park Design Review / Parks Master Plan Update — Gates + Associates.**
  Gates + Associates will peer-review the project's park, trail, and open space program against the General Plan open space policies, the City's Parks Master Plan and Quimby Act dedication standards, and evaluate whether proposed park acreage, siting, and functions are consistent with citywide parks planning. Because staff have already flagged that the General Plan park standards may need to be revisited against the full open space and recreation needs created by this project, Good City anticipates this review will likely identify the need for a related update to the City's Parks Master Plan. The scope of work also includes Gates attendance at a community study session meeting and presentations before the City Community Services Commission and City Council.

- **Public Information & Affairs Consultant — Dodd & Chaaban.**
  Dodd and Chaaban will provide comprehensive public affairs, strategic communications, media, stakeholder and public engagement, inter-governmental relations, and project support services related to the proposed Valero Benicia Redevelopment Project.

  Dodd and Chaaban will work collaboratively with the City and in close coordination with Good City Company and coordination with the applicant, to advance the City's objectives for an effective and community-focused redevelopment process. Dodd and Chaaban's role is intended to provide strategic guidance, public affairs expertise, and governmental relations support throughout the public engagement and planning processes

  Dodd and Chaaban will also provide intergovernmental affairs and state lobbying services on matters affecting project implementation and redevelopment objectives as directed by the City.

- **Fiscal Impact & Market Study — Economic & Planning Systems (EPS).**
  EPS will lead fiscal, economic, and financial analysis in support of the Specific Plan and Development Agreement: a fiscal impact model comparing General Fund revenues and municipal service costs across up to three development scenarios; an infrastructure financing strategy evaluating tools such as development impact fees, Mello-Roos Community Facilities Districts, tax-increment financing mechanisms, and voter-approved taxes; technical support for Community Benefit negotiations, including a value-creation analysis and case studies drawn from comparable refinery redevelopments; and technical support for Development Agreement negotiations.

Deliverables

- Standing bi-weekly coordination meeting agendas and summaries of decisions/action items
- Master issues list and applicant coordination meeting recaps
- Schedule coordination updates

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Approach: Quality Assurance / Quality Control

Lisa Costa Sanders will review and quality-check all deliverables, review comments, formal correspondence and coordinate legal review as appropriate, prior to transmittal to the City or to Signature.

Task 2: Community & Stakeholder Engagement

Good City will lead the community and stakeholder engagement effort on behalf of the City for the Specific Plan, preparing a Community & Stakeholder Engagement Plan at the outset of the assignment and executing it in coordination with Signature and City staff.

Good City will engage with City residents and other interested stakeholders through a series of structured input sessions, three times over the course of the engagement to review technical work products and provide input ahead of key milestones.

Good City will organize three community open houses and two online feedback windows, sequenced so the community has an opportunity to comment on aspects of the Specific Plan. The meeting topics may include: review of land uses, review of roadway network and roadway improvements including trails, discussion on conceptual design of park and findings from environmental analysis including remediation approach.

Good City will coordinate with responsible agencies throughout the process to keep reviewing agencies apprised of the project, obtain their review and comments on key items and to surface issues early.

Good City with Dodd & Chaaban will prepare all outreach materials, social media announcements and press releases, prepare frequently asked questions (FAQ) and respond to inquiries. The City will maintain the project website; Dodd & Chaaban will provide website copy, documents, and images for the City's use.

Deliverables

- Community & Stakeholder Engagement Plan
- Outreach materials (postcards, social media announcements)
- Stakeholder engagement session agendas, materials, and summaries (3 sessions)
- Open house materials, boards/presentations, and summaries (3 open houses)
- Website copy, documents, and images (provided to City for its website)
- Staff reports and materials for Planning Commission and City Council study sessions

Task 3: Application Completeness & Intake Review

Good City will conduct the City's completeness review of the Applicant’s preliminary submittal against the Planning Division Submittal Checklist and Grading and Drainage Submittal Requirements, coordinating with Public Works, Engineering, Fire, Police, and Parks & Community Services to confirm each department's submittal requirements are addressed. Because the applicant's five entitlements and EIR are being processed concurrently, Good City will maintain a single master submittal log tracking each component's completeness status, outstanding items, and routing, and will issue one consolidated completeness/incompleteness determination to the applicant.

Deliverables

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- Completeness/incompleteness determination letter
- Master submittal log

Task 4: Specific Plan Peer Review

Good City will organize the City's review of the Specific Plan by chapter — consistent with the chapter organization recommended in the Governor's Office of Planning and Research (OPR) General Plan Guidelines' Planner's Guide to Specific Plans, which also aligns with the chapter structure Signature has indicated for the Specific Plan. The review sequence will follow the applicant's submittal timeline.

Table 1. Specific Plan statutory chapter and Key topics.

Ch.	Chapter	City Review Focus / Key Issues
1	Introduction & Purpose	Confirm required General Plan relationship statement (§65451(b)); verify regulatory (ordinance) vs. policy adoption approach.
2	Existing Conditions & Background	Baseline for contamination/remediation record; coordinate with DTSC/RWQCB documentation.
3	Vision, Goals & Objectives	Confirm consistency with General Plan goals pending the concurrent General Plan update; incorporate results of the community outreach and stakeholder input.
4	Land Use Plan / Objective Design Standards	High priority. Street sections, bike/ped facilities, tree spacing, street furniture, and full park design with objective standards.
5	Circulation & Mobility	Street classifications, Rose Drive extension, Project 19 alignment, Bayshore/680 interchange, truck routing, Military East pedestrian-priority designation.
6	Infrastructure & Public Services	Water supply assessment, sewer/storm drain, watershed analysis, solid waste/energy, fire/police capacity.
7	Open Space, Parks & Natural Resources	Park design and acreage reviewed against General Plan open space policies and Parks Master Plan; Quimby Act compliance; drainage/park dual-use; potential update to the Parks Master Plan.
8	Implementation Program	Phasing plan, remediation, financing mechanisms (CFD, impact fees, DA provisions), affordable housing program.
9	Administration & Procedures	SP-to-zoning relationship, amendment procedures, cost recovery, CEQA tiering/exemptions for subsequent phases.
10	Environmental Review (EIR)	Coordinated with First Carbon Solutions; see Task 5.

Deliverables

- Chapter-by-chapter review comment letters/matrices (Admin Draft, Screencheck, and Public Draft rounds)
- Consolidated Specific Plan review comment log

Task 5: CEQA / Environmental Review Coordination

The City will contract with First Carbon Solutions (FCS) to prepare the project EIR. Good City's role is to coordinate with FCS and review the technical studies and EIR as they are produced, coordinate the timing of CEQA

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milestones (NOP/scoping, Screencheck, Public Draft, Final EIR/MMRP) against the Specific Plan and entitlement schedule, and ensure Responsible Agency review and comments are integrated in the Draft EIR. Good City will also work with FCS to identify any adjustments to the Specific Plan to reduce impacts and achieve a self-mitigating Plan.

Deliverables

- CEQA milestone coordination schedule (aligned with the Specific Plan and entitlement schedule)
- Review comments on technical studies and the Draft/Final EIR

Task 6: Development Agreement & Entitlement Conditions Review

Good City will review the draft Development Agreement (DA) for consistency with the Specific Plan's (SP) Implementation Program, assist with community benefit negotiations, confirm the DA includes the phasing obligations, and remediation efforts, in close coordination with the City Attorney. Good City will also track conditions of approval across all entitlements to confirm they are consistent and enforceable as a package at adoption.

Deliverables

- Development Agreement review comments
- Consolidated conditions of approval matrix across all entitlements

Task 7: Interagency Coordination

Good City will manage coordination with all internal City departments and reviewing agencies on this project. Good City's coordination role includes scheduling and tracking agency input, relaying City positions and technical requirements, and flagging where an agency's own timeline (which the City may not control) may affect the entitlement schedule.

Table 2. Agencies coordinated by Good City on the City's behalf.

Agency	Coordination Focus	Primary Review Phase
DTSC / Regional Water Quality Control Board	Remediation and demolition standards, site closure/NFA determinations that trigger phase release	Ongoing through entitlement and post-adoption phasing
Bay Area Air Quality Management District (BAAQMD)	Air quality analysis for the EIR; demolition/remediation activity impacts	CEQA technical studies phase
Solano Transportation Authority (STA); Caltrans	Bayshore/680 interchange, regional traffic model coordination	Roads/circulation review; ongoing
Union Pacific Railroad (UPRR)	Regional rail spur retention, freight activity confirmation, rail crossing coordination	Roads/circulation review
Port of Benicia	Truck access, wharf improvements, Port Modernization Plan coordination	Roads/circulation review; ongoing
Benicia Unified School District	Student generation, school siting, pool grant coordination	Public facilities review

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Agency	Coordination Focus	Primary Review Phase
U.S. Fish & Wildlife Service	Sulfur Springs Creek jurisdiction, new crossing permitting	Infrastructure/environmental review

Deliverables

- Agency coordination tracking log
- Agency input summaries by review phase

Task 8: Study Session & Public Hearing Support

Good City will prepare the full agenda item package for study sessions and public hearings for the project entitlements, including staff report, resolutions, ordinance(s) and conditions of approval, and related attachments, along with presentation materials (PowerPoint) for the hearings. Good City will coordinate with the City Attorney's office on all hearing materials, including the staff report, resolution, ordinance and conditions of approval, and related attachments, to confirm legal sufficiency prior to transmittal. Good City will circulate draft Conditions of Approval to the applicant prior to finalizing. Good City will circulate draft hearing materials to the City for review and will incorporate the City's requested revisions before finalization. Good City will coordinate all required public notices for each hearing. Good City will perform quality control review of the agenda package for internal consistency, grammar, and spelling prior to transmittal, and will account for necessary revisions ahead of agenda publication, typically one to two review rounds. Good City staff will attend all study sessions and public hearings.

Deliverables

- Staff report, resolutions, ordinances and conditions of approval, and related attachments
- Hearing presentation materials (PowerPoint)
- Public noticing coordination
- Quality control review and revision rounds prior to agenda publication (estimated 2-3 rounds)
- City Attorney coordination and City review/revision cycle on all hearing materials prior to transmittal
- Attendance by Good City staff at all study sessions and public hearings

5. RELEVANT EXPERIENCE

Good City has served in a comparable project-management and plan-review capacity for other California cities, acting as an extension of city staff on multi-disciplinary specific plan, precise plan, and general plan processes. The engagements below are representative of that track record.

- **City of Vallejo, Mare Island Specific Plan Peer Review.** Troy Reinhalter provided independent peer review services for the City of Vallejo on the applicant prepared Specific Plan for the Mare Island redevelopment.
- **Tanforan Redevelopment Project.** Lisa Costa Sanders is the Project Manager for the Tanforan Redevelopment Project which includes transforming an aging mall to a mixed-use transit oriented development with housing, office and retail. Lisa Costa Sanders assisted with the Development Agreement, managed the EIR consultant and preparation of Zoning and General Plan amendments.

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- **City of Pacifica, Zoning Modernization and Objective Design Standards.** Good City is leading the City's zoning modernization effort and preparation of Objective Design Standards, translating design intent into enforceable, ministerially applied standards.
- **City of South San Francisco, General Plan Update, Lindenville Specific Plan, and Downtown Strategy Plan.** Good City provided project management and staff-level review across a concurrent General Plan update, specific plan, and downtown strategy, coordinating multiple consultant teams and CEQA review on parallel schedules and conducing community outreach.

6. GOOD CITY COMPANY STAFFING

Good City proposes the following core team for this engagement, drawing on several of the same staff already embedded with the City through the current coordination process. Additional Good City planning staff may be assigned as needed within the budget authorization.

Table 3. Core Good City project team.

Name	Role	Primary Responsibilities
Lisa Costa Sanders	Principal-in-Charge / Project Director	Overall project direction, Specific Plan chapter review, subconsultant management, City leadership liaison, Development Agreement and policy issues
Aaron Aknin	Principal, Strategic Advisor	Executive oversight, strategic project and policy input.
Troy Reinhalter	Principal Planner	Technical input on Specific Plan review and development/design standards.
Robert Rivera	Senior Planner / Project Manager	Day-to-day project management, bi-weekly PM meetings, applicant coordination, agency coordination tracking
To Be Assigned	Assistant Planner	Submittal log maintenance, research, comment matrices, meeting notes and document support

Good City proposes a staffing structure in which the substantial majority of hours, is delivered at the senior planner / project manager and assistant planner levels, covering day-to-day review, chapter coordination, agency tracking, submittal log maintenance, and meeting management. The remaining is principal-level oversight directed to policy direction, City leadership liaison, and Development Agreement issues. While Table 4 (Section 8) states the presumed level of effort for each staff classification and the corresponding fee estimate, we assume that there is some flexibility in the exact final allocation of hours amongst specific staff members at Good City, as the development review process unfolds.

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7. SCHEDULE: 24-MONTH WORK PLAN

Good City's projected schedule targets adoption within 24 months of the October 2026 submittal. That horizon accounts for iterative review rounds, agency response times outside the City's control (DTSC/RWQCB, BAAQMD, BCDC, and others), and the refinery closure/remediation timing that remains unresolved. The full month-by-month sequencing across all six workstreams (Project Management, Community Engagement, Intake & Technical Studies, Specific Plan Review, CEQA, and Council & Planning Commission) is shown in the schedule graphic at Figure 1, following this section.

- **Project Management.** Kick-Off Meeting & Site Tour (Oct-Nov 2026), followed by regular PM meetings centered around the Specific Plan chapter review sequence, continuing on a bi-weekly cadence (Section 4, Task 1) through adoption.
- **Community Engagement.** Preparation of an Engagement Plan, followed by three rounds of stakeholder engagement sessions, three community open houses, and two online feedback opportunities. Good City will coordinate with public agencies over the course of the engagement.
- **Specific Plan Review.** Chapter-by-chapter sequence (Introduction & Purpose; Vision, Goals & Objectives; Land Use Plan and Objective Design Standards; Circulation & Mobility; Infrastructure & Public Services; Open Space, Parks & Natural Resources; Implementation Program; and Administration & Procedures) through Admin Draft, City Review, Public Draft, Public Review, Final Draft, and Final Adopted Plan, with the Development Agreement negotiated and reviewed concurrently with the Implementation Program (Chapter 8), and General Plan and zoning amendments processed concurrently.
- **CEQA.** Technical studies (air quality, GHG, noise, utilities, VMT, water supply assessment, biological, public service, and historical evaluation), NOP/scoping, Technical Report Document Draft, City Review, NOA/Public Review Draft, Response to Comments, and Final EIR.
- **Council & Planning Commission.** Four joint PC/Council milestone meetings (Kick-Off, Study Session/Update, Study Sessions, and Draft Plan Review) culminating in the City Council adoption hearing for the Specific Plan, General Plan Amendment, rezoning, and Development Agreement.

Dates shown in Figure 1 are illustrative and will be refined once the Specific Plan is submitted and confirmed complete.

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FIGURE 1: SCHEDULE OF TASKS

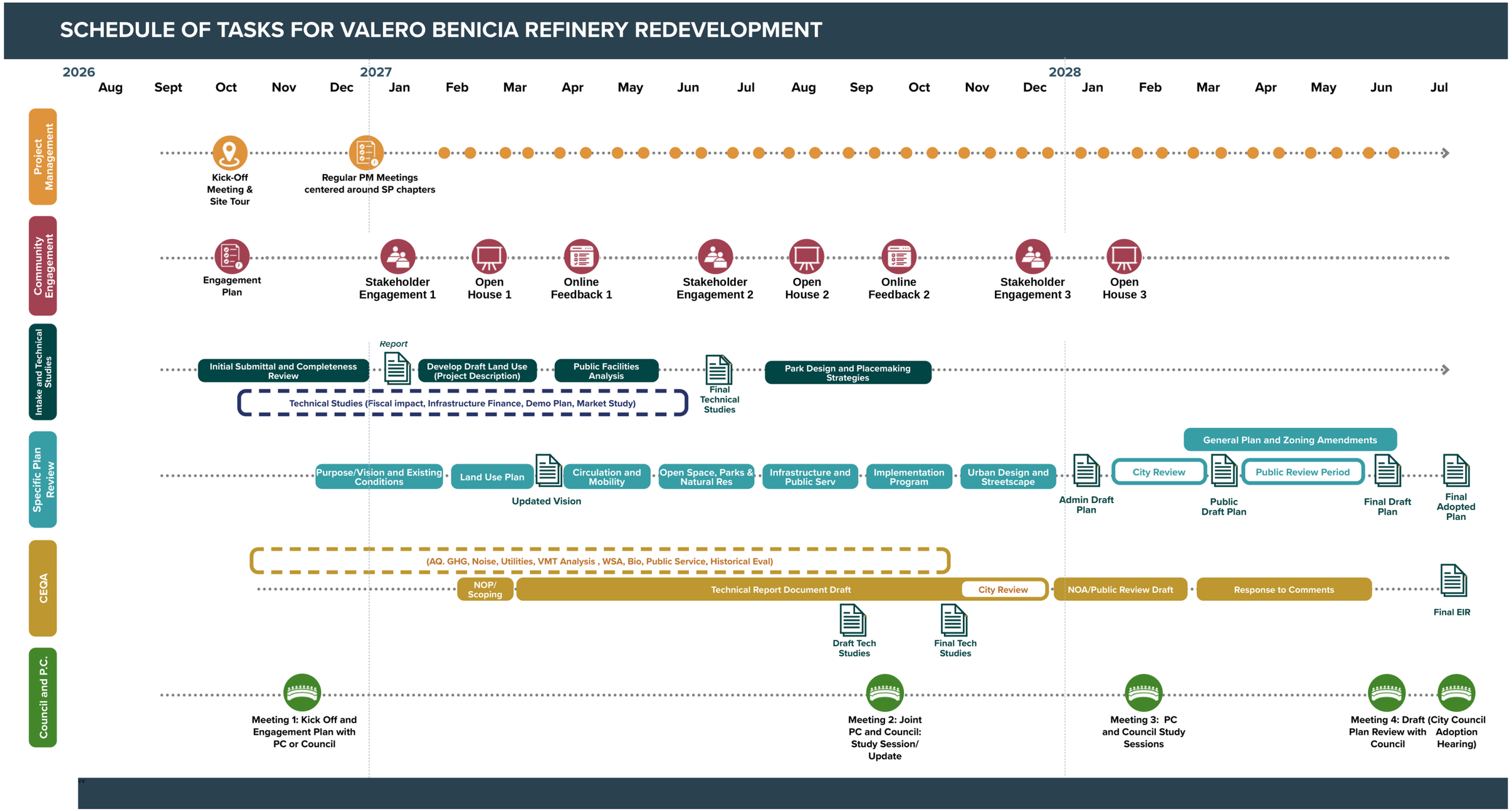


Figure 1 reflects the current task sequence across all six project workstreams; see the narrative above for a summary of each lane. Good City will update this graphic to reflect the revised engagement sequencing and Development Agreement milestones described above, and as milestone dates are confirmed following the October submittal.

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8. BUDGET / FEE ESTIMATE

Good City proposes to bill on a time-and-materials, not-to-exceed (NTE) basis. The estimate below is built from the sustained weekly level of effort this project requires over the full 24-month (104-week) schedule: approximately 10 hours per week of Principal time, 8 hours per week of Principal Planner time for an assumed 12-month period for Specific Plan review, 12 hours per week of Senior Planner/Project Manager time, and 4 hours per week of Assistant Planner support. A 20% contingency is added on top of that for any unexpected or out-of-scope work.

Table 4. Good City labor hours and fee estimate for the 24-month schedule. Hours reflect sustained weekly staffing across 104 weeks at 2026 billing rates. Billing rates are subject to annual increase. Subconsultant contracts are additional and are described below in Table 5.

Staff Level	Role	Rate	Estimated Hours	Estimated Fee
Principal-in-Charge (Lisa Costa Sanders)	Executive oversight, City leadership liaison, D.A. and policy oversight	$280	1,040 hours (10 hrs/week)	$291,200
Principal Planner (Troy Reinhalter)	Technical input on Plan review and development/design standards.	$215	416 hours (8 hrs/week for 12 months)	$89,440
Senior Planner / Project Manager (Robert Rivera)	Day-to-day PM, Plan review, coordination, agency tracking, applicant meetings	$190	1,248 hours (12 hrs/week avg.)	$237,120
Assistant Planner	Research, comment matrices, meeting notes, document support, submittal log maintenance.	$140	416 hours (4hrs/week avg.)	$58,240
Subtotal, Good City labor		**—**	**3,120**	**$676,000**
Project contingency (20% of labor subtotal)		—	—	$135,200
Subtotal, Good City labor plus contingency		—	—	**$811,200**
Direct costs and reimbursables	Mileage at IRS rate, engagement materials, reproduction/printing	—	—	$12,000
TOTAL NOT-TO-EXCEED, Good City services		**—**	**—**	**$823,200**

Table 5. Subconsultant fee summary, Good City administrative markup, and subconsultant contingency.

Subconsultant	Scope	Estimated Fee
Group4	Public Facilities Peer Review (Police / Fire)	$35,600
Group 4	**Optional Task**-Corp Yard	$32,800
Gates + Associates	Park Design Review / Parks Master Plan Update	$62,530

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Subconsultant	Scope	Estimated Fee
Dodd & Chaaban	Public Information & Affairs Consultant	$128,000
Economic & Planning Systems (EPS)	Fiscal Impact & Market Study	$140,000
Subtotal, subconsultant fees		**$398,930**
Subconsultant contingency (20%)		$79,786
Subtotal with contingency		$478,716
Good City administrative fee (10%)		$47,872
TOTAL, subconsultants		**$526,588**

The total **$1,349,788 not to exceed** above has been calculated to carry the project through adoption without contract amendment unless there is a material change in project scope or duration, meaning a substantive expansion of the tasks described in Section 4, additional subconsultant scope beyond that identified in Table 5, or an extension of the schedule beyond the 24-month assumption described in Section 7.

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Subconsultants

Subconsultant labor is billed with an additional 10% administrative fee consistent with Good City's rate schedule. This proposal includes budget for the four subconsultants described in Section 4 (Task 1: Project Management), plus the 10% Good City administrative fee and a 20% subconsultant contingency, so that subconsultant scopes of work can be expanded if needed within the original contract amount. See Table 5 above for the fee summary.

Contingency

The contingency amount is intended to be authorized but not spent by default. It is drawn on only if the effort requires it, and if authorized by the City. Examples of contingency work might include an additional Screencheck round of review, a delayed technical study or agency response, an extended EIR comment period, or expanded hearing preparation. Unused contingency will remain unbilled and with the City.

Invoicing

Good City will invoice the City monthly, with each invoice itemized by staff title consistent with Table 4. Budget status, including hours expended against the not-to-exceed ceiling and each subconsultant invoice will be included.

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APPENDIX A: GROUP4 — SCOPE OF WORK AND FEE ESTIMATE

The following scope of work and fee estimate for Corporation Yard Conceptual Design and Public Facilities Peer Review (Police / Fire) services is reproduced from Group4 Architecture, Research + Planning, Inc.'s proposal to Good City Company.

Scope of Work

Group4 Architecture, Research + Planning, Inc. ("Consultant") will assist Good City Company ("Client") by providing peer review of conceptual design documents prepared by others for an approximately 15,000-square-foot Fire Station and an approximately 25,000-square-foot Police Facility and an optional task to prepare program and conceptual site strategy for a new City Corporation Yard and.

Task 1 — Project Initiation and Management

Participate in a kickoff meeting with the Client and City; confirm project goals, work plan, schedule, communication protocols, and required information; and review available background information and coordinate the Consultant's work with the Client.

- **Deliverables:** Work plan, schedule, information request, and brief summaries of Consultant-led meetings.

OPTONAL Task 2 — Corporation Yard Program and Site Assessment

Conduct one site visit and facilitate staff interviews to document current and future operations; assess staffing, fleet vehicles, equipment, and storage needs; conduct a staff survey; identify access, circulation, and security needs; prepare a draft space and site program; and, following review, prepare up to two preliminary site strategy options for the Corporation Yard, including scaled diagrammatic site and building footprint diagrams and a summary of gross square footage.

- **Deliverables:** Existing-operations summary; staffing, fleet, and equipment inventory; draft and final space/site program; and adjacency diagram.

OPTIONAL Task 3 — Corporation Yard Conceptual Site Strategy

Review apparent site opportunities and constraints; prepare up to two conceptual site strategy alternatives; compare the alternatives for operational efficiency, safety, security, compatible adjacencies, flexibility, and fleet-electrification readiness; and facilitate one review meeting to refine one preferred site strategy.

- **Deliverables:** Up to two conceptual alternatives, operational flow diagrams, comparative evaluation, and one refined preferred site strategy.

OPTIONAL Task 4 — Corporation Yard Planning Summary

Prepare a concise draft summary documenting project goals, assumptions, operational needs, recommended program, alternatives considered, preferred site strategy, items requiring further study, and recommended next steps, and incorporate one consolidated set of Client and City comments into the final summary.

- **Deliverables:** Draft and final Corporation Yard Planning Summary with final program and diagrams in PDF format.

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Task 5 — Police Facility Conceptual Design Peer Review

Review one conceptual design submittal prepared by others for the approximately 25,000-square-foot Police Facility, addressing consistency with the approved program and project goals; operational organization and adjacencies; public, staff, patrol, detainee, evidence, service, and emergency circulation; secure-area separation; site access and secure parking; and apparent gaps, conflicts, or inefficient space allocation. Participate in one review meeting and provide one limited follow-up review.

- **Deliverables:** Annotated comments or plan markups and a concise peer-review memorandum.

Task 6 — Fire Station Conceptual Design Peer Review

Review one conceptual design submittal prepared by others for the approximately 15,000-square-foot Fire Station, addressing consistency with the approved program and project goals; apparatus circulation; functional adjacencies; firefighter health, safety, and privacy; equipment and storage; site access and security; and apparent gaps, conflicts, or inefficient space allocation. Participate in one review meeting and provide one limited follow-up review.

- **Deliverables:** Annotated comments or plan markups and a concise peer-review memorandum.

Corporation Yard deliverables are programming and conceptual planning documents and are not suitable for permitting, bidding, or construction. Peer review is advisory and does not transfer responsibility from the architects, engineers, or other design professionals of record; it is not a comprehensive code, accessibility, structural, seismic, engineering, security, or life-safety review.

Fee Estimate

Compensation to Consultant for the Basic Services above shall be as follows. The lump-sum fee will be invoiced monthly in proportion to services performed; Police Facility and Fire Station peer-review services will be invoiced monthly at hourly rates not to exceed the amounts below without the Client's prior written authorization.

Service	Basis	Amount
Tasks 1: Project Initiation and Management	Lump Sum	$6,800
OPTIONAL Tasks 2–4: Corporation Yard Planning Services	Lump Sum	$32,800
Task 5: Police Facility Conceptual Design Peer Review	Hourly NTE	$14,400
Task 6: Fire Station Conceptual Design Peer Review	Hourly NTE	$14,400
TOTAL MAXIMUM COMPENSATION		**$68,400**

Reimbursable expenses (approved travel and mileage, delivery, outside printing, presentation materials, and authorized subconsultant costs) will be invoiced at 1.10 times direct cost, in addition to the compensation above, with no single reimbursable expense exceeding $3,000 in the aggregate without the Client's prior written authorization.

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APPENDIX B: GATES + ASSOCIATES — SCOPE OF WORK AND FEE ESTIMATE

The following scope of work and fee estimate for Community Park, Trails and Open Space Peer Review Services is reproduced from Gates + Associates' proposal to Good City Company.

Scope of Work

Task 1 — Project Management

Establish the framework for the peer review and confirm City objectives and priorities: participate in a project kick-off meeting with City staff to confirm project goals, roles, and communication protocols and adopt a baseline schedule; and provide day-to-day project management and coordination, including monthly virtual coordination meetings with City staff.

- **Deliverables:** Project Work Plan and Schedule; Meeting Agenda and Minutes (Kick-Off Meeting (1); Coordination Meetings (15)).

Task 2 — Data Gathering and Site Evaluation

Review available background materials relevant to the proposed park and larger development; conduct one site visit to understand existing conditions, topography, access, circulation, and adjacent land uses; and prepare an initial summary of key park planning issues, opportunities, and questions to guide subsequent peer review.

- **Deliverables:** Initial Issues and Opportunities Summary (Site Visit (1)).

Task 3 — Park Planning and Program Review

Independently evaluate the developer's proposed park concept and program from a park planning, landscape architecture, recreation, accessibility, and long-term community-use perspective; evaluate the proposed recreational program relative to community needs and Benicia's broader park system; evaluate the relationship between the primary community park and other proposed parks, greenways, and trails; and identify recommended refinements, alternatives, or additional considerations.

- **Deliverables:** Park Planning and Program Review Comments; Annotated Park Concept / Planning Diagrams, as appropriate; Preliminary Recommendations.

Task 4 — Preliminary Cost Review and Validation

Review available preliminary park construction cost information prepared by the developer or its consultants, and prepare an independent planning-level Opinion of Probable Construction Cost and/or validation and commentary on the developer's estimate.

- **Deliverables:** Planning-Level Park Cost Review / Opinion of Probable Construction Cost.

Task 5 — City and Developer Coordination

Participate in coordination meetings with City staff to review findings, questions, and preliminary recommendations, and participate in up to two meetings with the developer and its design team to understand the basis of the proposed park concept, recreational program, cost assumptions, and phasing.

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- **Deliverables:** Developer / Design Team coordination (virtual) — up to 2 meetings.

Task 6 — Community Study Session

Support a focused community discussion regarding the proposed park and recreational program: participate in and assist City staff with facilitation of one in-person community study session, and review and summarize community input for incorporation into final recommendations.

- **Deliverables:** Community Study Session Presentation Materials; Community Input Summary (Community Study Session (1)).

Task 7 — Final Peer Review and Recommendations

Document independent peer review findings and present recommendations for City consideration; prepare a final peer review memorandum; present findings to the City Community Services Commission and Benicia City Council; and prepare a supplemental element or addendum for the Valero Community Park and Open Space within the City's 2021 Parks, Trails and Open Space Master Plan.

- **Deliverables:** Final Park Planning Peer Review Memorandum; Supporting Diagrams / Annotated Plans, as appropriate; Final Planning-Level Cost Review; Presentation Materials (Community Services Commission (1); City Council (1)).

GATES' services are advisory in nature and are based on plans, studies, estimates, and other information made available by the City, developer, and other consultants; GATES is not responsible for the completeness or accuracy of documents prepared by others, and preparation of a new or substantially redesigned park concept is not included.

Fee Estimate

Attendance at the meetings identified above is included in the scope of work (each meeting assumed at a maximum of four hours); additional meetings will be billed as Additional Services at GATES' then-current hourly rates.

Task	Subtotal Fee
Task 1 — Project Management	$11,960
Task 2 — Data Gathering and Site Evaluation	$8,820
Task 3 — Park Planning and Program Review	$11,360
Task 4 — Preliminary Cost Review and Validation	$4,120
Task 5 — City and Developer Coordination	$4,420
Task 6 — Community Study Session	$10,270
Task 7 — Final Peer Review and Recommendation	$10,580
Subtotal	$61,530
Reimbursable Allowance	$1,000
TOTAL	**$62,530**

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APPENDIX C: DODD & CHAABAN — SCOPE OF WORK AND FEE ESTIMATE

The following scope of work and fee estimate for public affairs, strategic communications, and intergovernmental relations services is reproduced from Dodd and Chaaban Strategies LLC's revised proposal to the City of Benicia, submitted as a subcontractor and member of the City's consultant team led by Good City Company.

Scope of Work

Dodd and Chaaban Strategies LLC shall provide comprehensive public affairs, strategic communications, media, stakeholder and public engagement, inter-governmental relations, and project support services related to the proposed Valero Benicia Redevelopment Project, working collaboratively with Good City Company to advance the City's objectives for an effective and community-focused redevelopment process.

A. Strategic Communications and Media

Develop and implement a comprehensive communications strategy designed to inform stakeholders, address community concerns, and build understanding regarding the proposed redevelopment. Services may include a strategic communications framework; project messaging and narrative development; key messages, talking points, FAQs, and briefing materials; media strategy, press releases, and spokesperson services; issue identification and crisis communications planning; and ongoing monitoring of public sentiment.

B. Community and Stakeholder Outreach and Engagement

Assist in the planning, implementation, and management of public and stakeholder engagement efforts: identification and mapping of key stakeholders; development of stakeholder engagement plans; facilitation of briefings, listening sessions, workshops, and community meetings; support for public open houses; and preparation of engagement summaries and post-meeting recommendations.

C. Intergovernmental Relations and State Lobbying Services

Provide intergovernmental affairs and state lobbying services on matters affecting project implementation: monitoring state, regional, and local policy developments; strategic guidance on state regulatory actions and legislation; direct advocacy with government officials, including Caltrans, the California Public Utilities Commission, the California State Transportation Agency, the Department of Toxic Substances Control, CalEPA, and the Department of Housing and Community Development; and coalition-building among governmental and institutional stakeholders.

D. Internal Coordination, Strategic Counsel, and Executive Advisory Services

Provide ongoing executive-level strategic counsel throughout the project, working closely with Good City Company and the City: public affairs risk assessment and mitigation planning; proactive identification of potential regulatory or permitting issues; executive briefings and strategic recommendations; and regular project coordination meetings.

Project Management

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Ezrah Chaaban shall serve as project director, serving as the primary point of contact and coordinating all project activities, maintaining regular communication with the Client and Good City Company. Bill Dodd and Ana Vazquez will also be assigned to provide services under this contract, and Mark Watts will assist as needed on transportation policy issues.

Fee Estimate

Dodd and Chaaban Strategies LLC proposes hourly billing with a not-to-exceed amount, based on the following personnel rates and estimated service-hour limits over a 24-month period.

Personnel Classification	Hourly Rate
Partner	$400
Associate	$125

Service Category	Estimated Period	Hours, Not to Exceed
Public relations and communications services	24 months	240
State lobbying and intergovernmental relations services, if needed	24 months	80
Total base service hours		**320**

For purposes of establishing a maximum contract authorization, the base professional-fee amount is calculated conservatively using the highest applicable hourly rate:

Cost Component	Not-to-Exceed Amount
Base professional fees	$128,000

Reasonable out-of-pocket expenses (travel, mileage at the IRS rate, printing, postage) will be billed at actual cost without markup and are included within the total contract amount above.

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APPENDIX D: ECONOMIC & PLANNING SYSTEMS (EPS) — SCOPE OF WORK AND FEE ESTIMATE

The following scope of work and fee estimate for fiscal, economic, and financial analysis services is reproduced from Economic & Planning Systems, Inc. (EPS)'s Work Program to support the City of Benicia's planning and entitlement review of the Valero Benicia Redevelopment project.

Scope of Work

EPS will provide comprehensive economic, fiscal, and financial analysis as a subconsultant on a team led by Good City Company, supporting the City's review of the Specific Plan being prepared by Signature Development Group.

Task 1 — Project Initiation and Management

Participate in a project initiation meeting with the Good City Company team and City staff to confirm project goals, scope and schedule, identify data needs, and clarify administrative protocols. This task also includes on-going project management activities and regular communication with the Team.

Task 2 — Fiscal Impact Analysis

Create a fiscal model to compare the impacts of the various land programs being considered, comparing General Fund revenues (property tax, sales tax, transfer tax, and other sources) with the costs of providing urban services to the project area. The baseline scope assumes sensitivity analysis for up to three development scenarios, including the applicant's preferred scenario.

Task 3 — Infrastructure Financing Strategy

Evaluate funding and financing mechanisms most appropriate to cover the one-time and on-going costs associated with infrastructure and municipal services, including development impact fees, Mello-Roos Community Facilities Districts, tax-increment financing mechanisms, voter-approved taxes, and community benefit and/or development agreements and policies.

Task 4 — Community Benefit Technical Support

Provide technical analysis to support negotiations related to Community Benefit contributions, including a value-creation analysis, case studies of Community Benefit contributions and agreements from other California jurisdictions (including refinery redevelopments), and technical analysis to help the City formalize the form and structure of any Community Benefits applicable to the Valero Benicia Redevelopment project.

Task 5 — Development Agreement (DA) Technical Support

Provide technical analysis to support Good City Company and City staff in negotiating a Development Agreement to implement the Valero Benicia Redevelopment Specific Plan, including participation in selected Team meetings and technical materials for internal review under attorney-client privilege.

Task 6 — EPS Meetings and Deliverables

Document the findings and analysis from Tasks 2–4 in a series of draft technical memoranda for initial review by Good City Company, revised based on one round of consolidated Good City Company comments and one

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additional round of consolidated City comments into a Final memo for each task. The budget assumes EPS participation in up to 13 virtual meetings for Tasks 1–4 and one site visit.

Fee Estimate

EPS anticipates the work program outlined will require a not-to-exceed budget of $140,000 as detailed in EPS's Table 1 below. EPS charges for its services on a direct cost (hourly billing rates plus direct expenses), not-to-exceed basis; the Client will be billed only for work completed up to the authorized budget amount, and invoices are submitted monthly.

Table 1: Proposed Budget

Task	Fee
Task 1 — Project Initiation and Management	$8,570
Task 2 — Fiscal Impact Analysis	$22,530
Task 3 — Infrastructure Financing	$26,150
Task 4 — Community Benefit Technical Support	$27,450
Task 5 — Development Agreement Technical Support	$26,700
Task 6 — EPS Meetings and Deliverables	$27,180
Subtotal	$138,580
Direct Costs (Travel, Supplies, Data Acquisition)	$1,420
TOTAL	**$140,000**

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Contract ID # 26-012T1

CITY OF BENICIA

250 East L Street, Benicia, CA 94510

TASK ORDER NO. 1

MASTER AGREEMENT FOR PROFESSIONAL SERVICES

FCS International, Inc. dba FirstCarbon Solutions

FCS International - Planning Master Service Agreement (FY26-27)

Task: Valero Benicia Redevelopment (VBR) Review Support Services

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 Exhibit A of this TASK ORDER, in accordance with the provisions of the AGREEMENT identified as Contract #26-012 between the parties hereto dated July 1, 2025

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: October 20, 2026

Completion Date: June 30, 2030

1.4. Compensation And Payment

Compensation shall be on a specific rate of compensation basis as provided in the AGREEMENT identified as Contract #26-012 between the parties hereto dated July 1, 2025. The cost of the work authorized by this TASK ORDER is not to exceed $1,657,371. 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.

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1.6. Items and Conditions

All items and conditions contained in the AGREEMENT identified as Contract #26-012 dated July 1, 2025, between the City of Benicia and FCS International, Inc. dba FirstCarbon Solutions are incorporated herein by reference.

EXECUTED October 20, 2026

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

"FCS International, Inc. dba FirstCarbon Solutions"

By: Signed by: C. Patrick Schultz B3AC5BF24588405... 10/7/2026

Its: COO

By: DocuSigned by: Jason Brandman EC2D611A36BF4FE... 10/2/2026

Its: Vice President

"City"

By: _____

Its: _____

"Department"

By: _____

Its: _____

"City Attorney"

By: _____

Its: City Attorney

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Exhibits List

A - Scope of Work

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Exhibit A

Scope of Work

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Irvine, CA 92602

Northern California
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Phone +1 888 826 5814
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Fax +1 714 508 4110
Email info@fcs-intl.com
firstcarbonsolutions.com

FCS
An ADEC Innovation

October 2, 2026

Chris Rose, Project Manager
City of Benicia
250 East L Street
Benicia, CA 94510

Subject: Scope of Work to Prepare an Environmental Impact Report for the Valero Benicia Redevelopment

Dear Mr. Rose:

FCS understands that the City of Benicia (City) is seeking assistance to prepare an Environmental Impact Report (EIR), provide peer review services for applicant-prepared technical studies, and prepare a series of technical studies for the Valero Benicia Redevelopment (proposed project).

FCS International, Inc., doing business as FirstCarbon Solutions (FCS), an ADEC Innovations company, has more than 43 years of experience in preparing a full range of California Environmental Quality Act (CEQA) environmental review documents, including EIRs, to support various development projects throughout the State, including thousands of projects throughout Northern California and the greater Bay Area. Moreover, we have extensive experience in peer reviewing technical studies prepared by different agencies, firms, and applicants.

To that end, FCS prides itself not only on the quality of our technical work, but also on our highly responsive and proactive problem-solving approach. We will work closely with the City to ensure that a defensible and legally adequate environmental document is prepared for the proposed project. In addition to our in-house team of technical experts, CEQA specialists, and legal counsel, FCS will provide a seasoned management team to oversee this important project.

As the City's approved on-call consultant, FCS welcomes the opportunity to forging a strong partnership through this effort and is committed to responding to your project needs in a timely and cost-effective manner.

Should you have any questions regarding this Scope of Work (Scope), please contact me at 925.200.1656 or jbrandman@fcs-intl.com or Mary Bean at mbean@fcs-intl.com or 415.713.5223.

Sincerely,

FirstCarbon Solutions

Jason Brandman, Senior Vice President/Director

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FCS

Proposed Scope of Services

Project Understanding

FCS understands that Signature Development Group (applicant) proposes redevelopment of the Valero Benicia Refinery site at 3400 East Second Street (proposed project). The project site includes approximately 900 acres, of which the existing refinery occupies approximately 331 acres. The proposed project is anticipated to involve preparation of a mixed-use Specific Plan and related development program, including up to approximately 3-million-square-feet of industrial uses generally within the footprint of existing refinery operations; up to approximately 600,000-square-feet of retail/commercial uses near the Park Road/Bayshore Road intersection; up to approximately 3,500 residential units, with an emphasis on single-family units and townhomes and a potential mid-rise affordable housing component located farther from the refinery footprint and nearer to existing residential uses; approximately 150 acres of open space, including a 35-acre central community park; and additional flex space uses that remain to be defined. Final land use assumptions, development intensities, on- and off-site circulation improvements, on- and off-site infrastructure needs, demolition, remediation, and project phasing are expected to be refined through the project description and Specific Plan process.

Scope of Work

For all deliverables identified in the following tasks, FCS will implement a comprehensive quality assurance and quality control (QA/QC) review process prior to transmittal. Deliverables will be reviewed by senior staff, as appropriate, to verify technical accuracy, completeness, internal consistency, and adherence to applicable regulatory requirements, project objectives, and City standards. QA/QC review will also include checks for document organization, formatting, grammar, spelling, and overall clarity.

Task 1: Project Initiation and Kick-off Meeting

FCS will review relevant background material, develop an initial data needs list, and coordinate with the City to schedule a kick-off meeting (it is anticipated that the kick-off meeting will be in-person). The intent of the kick-off meeting is to clarify and confirm the details of the Scope and schedule, obtain copies of the project plans and other relevant information, and identify key points of contact. FCS will review relevant background documents to ensure project understanding. It is typically helpful to have all relevant team members attend this call (i.e., applicant, civil engineering design team, as applicable). FCS's Senior Air Quality Scientist will attend this meeting to discuss data needs.

Data Needs and Request for Information

At project initiation, FCS will conduct a comprehensive review of all available project information, including the planning application materials, project plans, entitlement documents, and other relevant background information. Recognizing the complexity of the proposed project, FCS will prepare a detailed Data Needs Matrix to identify and document the project characteristics, operational details, assumptions, and supporting information necessary to complete the environmental analysis. The Data Needs Matrix will serve as a central tool for tracking data requirements, confirming project assumptions, identifying information gaps, and facilitating coordination among the project team throughout the CEQA process.

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As part of project initiation, FCS staff will conduct a site visit to document existing conditions, verify project setting characteristics, identify potential environmental constraints, and familiarize the project team with the site and surrounding area. Information gathered during the site visit will be incorporated into the environmental analysis and technical studies, as appropriate.

Concurrently, FCS's Geographic Information System (GIS) team will coordinate with the civil engineering team to obtain, review, and manage the computer-aided design files and supporting spatial data required for environmental analyses and exhibit preparation. This effort includes data review, processing, management, quality control, and conversion of engineering data into GIS-compatible formats to support technical analyses, mapping, exhibit development, and project deliverables throughout the environmental review process. Early coordination among GIS, environmental, and engineering team members will help ensure consistency across technical studies and support efficient preparation of CEQA documentation.

Thresholds of Significance and EIR Assumptions

During project initiation, FCS will coordinate with the City staff and the applicant to confirm and refine the assumptions that will form the basis of the EIR analysis. This effort will include establishing reasonable and defensible project parameters for environmental review, such as defining the baseline, anticipated land uses within any "flex" development areas, identifying the types and characteristics of proposed industrial uses, identifying potential off-site improvements, and clarifying other project components necessary to support preparation of technical studies and impact analyses.

FCS will also facilitate discussions with the project team regarding the significance thresholds and analytical methodologies to be applied in the EIR, including confirmation of agency-specific CEQA thresholds where applicable. The outcome of this task will be a shared understanding of the project assumptions, EIR framework, and environmental review approach, providing a foundation for a streamlined and defensible EIR process. This task includes up to three virtual meetings, in addition to the Project Kick Off Meeting noted above, to align on these items.

Subtask 1.1: CEQA-compliant Project Description

It is our understanding that the applicant will provide the City with a Project Description upon project initiation. Using the information provided in that Project Description and obtained during project initiation, FCS will prepare a comprehensive Project Description per CEQA requirements for the City and applicant’s review and approval. The Project Description will identify the project location, describe the project characteristics, identify necessary approvals, and list other agencies that may use the document for environmental review. The Project Description will use graphics and tables to clearly convey relevant information to the reviewer and will include all of the information required to define the proposed project for the purposes of CEQA, including a clear explanation of the development components of the proposed project, a description of the construction and operational activities associated with the proposed project, and clearly illustrated project components displayed in exhibits based on GIS data. FCS will also work collaboratively with the City and the applicant to develop and refine project objectives that accurately reflect the purpose, need, and desired outcomes of the project while providing an appropriate framework for evaluation of alternatives in the EIR.

The approved Project Description will form the basis for evaluating the proposed project in the EIR. The draft Project Description will be submitted to the City for review and approval prior to the development of the

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Administrative Draft EIR. It is assumed that the City will provide one set of consolidated, vetted comments (with tracked changes in the Microsoft Word document) on the draft Project Description. FCS will revise the Project Description and prepare the second draft Project Description for review. Following receipt of the second round of comments, FCS will prepare the final Project Description and provide it to the City and the applicant for final approval.

Changes to the Project Description made after the City and applicant have issued their approval may require a Change Order and may extend the project schedule.

DELIVERABLES:

- Electronic copy (via email in Microsoft Word format and PDF) of the first and second draft Project Description to the City
- Electronic copy (via email in Microsoft Word format and PDF) of the final Project Description to the City

Task 2: Applicant-provided Technical Studies Peer Review

The applicant will provide the following studies/assessments:

- Biological Resources Assessment (BRA)
- Aquatic Resources Delineation Report
- Arborist Report
- Cultural and Tribal Cultural Resources Assessment
- Geotechnical Investigation
- Phase I and Phase II Environmental Site Assessment (ESA)
- Hazardous Materials Remediation Plan

FCS will peer review the applicant-prepared studies to evaluate the methodologies used to reach the findings, opinions, and conclusions discussed, with a focus on ensuring that the studies are adequate for purposes of CEQA. FCS will deliver a separate peer review memorandum for each report to the City and applicant that documents the peer review findings. This Scope assumes that the applicant will provide revised studies, which FCS and its teaming partners will peer review for a second time to ensure revisions from the peer review memoranda were incorporated. If additional revisions are required, FCS will deliver a second peer review memorandum, as-needed, for each report. Following receipt of the revised studies, FCS will conduct a final review to confirm that all edits from the peer review memoranda have been implemented. Once the studies are deemed complete by the City, FCS will incorporate the results of the studies, including findings and recommendations, into the Draft EIR.

This Scope assumes review of the draft applicant-prepared studies and up to two revised drafts in response to FCS's comments. If additional rounds of review and revisions are required, any additional peer review would require authorization of additional funds.

Subtask 2.1: Biological Resources Supporting Information Peer Review

FCS will peer review the applicant-provided BRA, Aquatic Resources Delineation Report, and Arborist Report to ensure that the supporting information is prepared according to established industry best practices and

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accurately characterizes the existing conditions at the project site. The information will be reviewed for consistency, completeness, and adequacy for purposes of CEQA. As part of the peer review process, a qualified FCS Biologist will perform a field visit to verify the existing conditions of the project site. FCS will provide a brief peer review memorandum to the City and the applicant that documents the peer review findings. Once the studies are deemed complete by the City, FCS will incorporate the biological resources supporting information and additional information provided from the field visit into the Biological Resources section of the EIR, and this information will be appended to the EIR.

DELIVERABLE:

- Electronic copy (via email in PDF) of the peer review memorandum to the City and the applicant.

Subtask 2.2: Cultural and Tribal Cultural Resources Assessment Peer Review

FCS will peer review the applicant-provided Cultural and Tribal Cultural Resources Assessment to ensure that the supporting information is prepared according to established industry best practices and accurately characterizes the existing conditions at the project site. The information will be reviewed for consistency, completeness, and adequacy for purposes of CEQA. As part of the peer review process, it is assumed that the report is less than two years old and that an updated record search and/or field survey to verify existing conditions of the project site will not be required. FCS will provide a brief peer review memorandum to the City and the applicant that documents the peer review findings. Once the studies are deemed complete by the City, FCS will incorporate the cultural resources supporting information into the Cultural Resources section of the EIR.

DELIVERABLE:

- Electronic copy (via email in PDF) of the peer review memorandum to the City and the applicant.

Subtask 2.3: Hazards and Hazardous Materials Supporting Information Peer Review

Under the direction of FCS, Cameron-Cole, LLC (Cameron-Cole), an ADEC Innovations company, will provide peer review of applicable documents and technical support to the City on matters related to hazardous materials, due diligence, site investigation, and remediation planning. The specific documents subject to this Scope have not yet been identified. As such, the Scope for this task has been prepared to provide a general description of the peer review and technical support Scope for the types of documents that are anticipated for projects of similar scope and size. The level of effort for peer review will be highly dependent on the regulatory oversight agency and the specific documents required to facilitate property redevelopment. Accordingly, a not-to-exceed budget has been established for this effort.

Following receipt of applicant-prepared studies related to Hazards and Hazardous Materials, Cameron-Cole will evaluate the level of effort required to conduct peer reviews. If additional staff hours are required to complete these reviews, FCS will promptly inform the City.

Phase I ESA

Cameron-Cole will review any provided Phase I ESAs for consistency with the ASTM International (ASTM) 1527-21 Standard Practice and the US Environmental Protection Agency (EPA) All Appropriate Inquiries (AAI)

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rule while specifically auditing the risk-areas common to refineries. Specifically, the Phase I ESA review will include the following.

- Under direction of FCS, Cameron-Cole will perform an independent peer review of the provided Phase I ESA report for general conformance with the requirements of *ASTM Standard Practice E1527-21, Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process*.

- The review will consist of an evaluation of the Phase I ESA report and supporting documentation provided by the applicant to assess whether the report's methodology, scope, findings, opinions, and conclusions are generally consistent with ASTM E1527-21 requirements. The review will focus on the completeness of the assessment process, documentation of recognized environmental conditions (RECs), data gaps, historical sources, regulatory records review, site reconnaissance, interviews, and other elements required by ASTM E1527-21.

- Upon completion of the review, Cameron-Cole will prepare a peer review letter summarizing its observations regarding the report's conformance with ASTM E1527-21. The letter will identify any apparent deviations from the standard, significant omissions, limitations, or other matters that may affect the report's compliance with ASTM E1527-21.

- This peer review is limited to an evaluation of the submitted Phase I ESA documentation and does not include additional site visits, interviews, records searches, historical research, regulatory agency contacts, sampling, or other activities typically performed as part of a Phase I ESA.

- The peer review letter is intended solely as an opinion regarding the reviewed report's conformance with ASTM E1527-21. The letter is not a Phase I ESA, is not intended to satisfy the EPA AAI Rule (40 CFR Part 312), does not constitute an environmental due diligence assessment of the subject property, and should not be relied upon as a substitute for a Phase I ESA prepared in accordance with ASTM E1527-21 and AAI requirements.

- Cameron-Cole recognizes that either one Phase I ESA report for the entire property may be provided, or that separate individual Phase I ESA reports for smaller portions of the facility may be provided.

Phase II ESAs/Site Investigation Reports

Cameron-Cole will review any provided Phase II ESAs for consistency with the ASTM E1903 Standard Practice and evaluate whether the sampling scope, field methods, and laboratory data adequately characterize complex process areas and address all RECs. Specifically, the Phase II ESA review will consist of:

1. Verification of Qualification and Independence
2. Review of Scoping and Conceptual Site Model (CSM)
3. Assessment of Fieldwork and Sampling Adequacy
4. Evaluation of Data Interpretation and Standards

Groundwater Monitoring Reports

Cameron-Cole will review any provided Groundwater Monitoring Reports to confirm that the reports adhere strictly to California Water Resources Control Board regulations. Specifically, the Groundwater Monitoring

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Report review will consist of a six-step structured checklist to ensure regulatory compliance, technical accuracy, and sound data interpretation. The six-step structured checklist includes:

1. Regulatory and Permitting Alignment
   a) Compliance checks
   b) Deadline verification
2. Field Methodology and Data Quality Assurance (QA/QC)
   a) Purging and Stabilization
   b) Data Validation
3. Hydrogeologic Interpretation
   a) Potentiometric Surface Maps
   b) Flow Direction and Gradients
4. Contaminant Chemistry and Plume Dynamics
   a) Isoconcentration Maps
   b) Light Non-aqueous Phase Liquid Assessment
   c) Trend Analysis
5. CSM Evaluation
   a) Source-Path Receptor Linkages
   b) Geologic Cross-Sections
6. Remedial System Performance (if applicable)
   a) Capture Zone Analysis
   b) Mass Removal Metrics

Remediation Plans

Remediation Plans describe the measures that will be taken to remediate site contamination issues identified through the site assessment and characterization process. These documents can take many forms including Remedial Action Plans (RAPs), Removal Action Workplans (RAWs), Engineering Cost Estimates, and many others. The specific documents that will be prepared is determined through consultation with the overseeing regulatory agency which has yet to be identified. The specific Scope items for a high-level technical peer review of the RAP or RAW includes:

1. Regulatory and Project Framework Review
2. Site Conceptual Model Evaluation
3. Data Quality and Characterization Review
4. Remedial Technology Evaluation
5. Engineering Design Review
6. Groundwater Modelling Review
7. Risk Assessment and Exposure Control
8. Construction and Implementation Review
9. Long-Term Monitoring and Performance Metrics
10. Cost Estimate Review
11. Uncertainty and Risk Analysis

Technical Support

Cameron-Cole will serve as an ongoing technical resource to the City throughout the environmental review process, providing specialized support as needed through conference calls, virtual meetings, and in-person coordination with City staff, applicants, contractors, and other stakeholders, including at community meetings. Cameron-Cole will assist with regulatory agency coordination and consultation activities, including responding to agency comments, providing technical input, and supporting the resolution of environmental issues. In addition, Cameron-Cole will review and refine applicable Draft EIR mitigation measures, as appropriate, to ensure they are technically sound, feasible, and effective in addressing identified environmental impacts while supporting the City's CEQA compliance objectives.

Deliverables

For each document that is peer reviewed, Cameron-Cole will prepare a peer review memorandum for submittal to the City and the applicant via email in PDF. The peer review memorandum will evaluate the document’s consistency with regulatory guidance and standards and the overall approach to the assessment, site

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characterization, or remedial action. Cameron-Cole will participate in follow-up phone calls with the City to discuss the peer review memorandum findings and to answer any questions. The cost estimate assumes one round of comments to the draft peer review memorandum.

DELIVERABLE:

- Electronic copy (via email in PDF) of the peer review memorandum to the City and the applicant.

Subtask 2.4: Geotechnical Investigation Peer Review

As a subconsultant to FCS, Ninyo & Moore, A SOCOTEC Company (SOCOTEC), will peer review the applicant-prepared geotechnical/geological studies and supporting data for the proposed project. The peer review will focus on whether the available geotechnical information adequately characterizes site conditions and geologic/seismic hazards relevant to the proposed redevelopment and provides technically-appropriate conclusions and recommendations. If the existing studies are found inadequate or additional analysis is warranted, SOCOTEC can prepare a separate Scope and fee for supplemental geotechnical/geological services. The proposed Scope will include the activities listed below:

- Review readily available geologic and seismic literature pertinent to the project area, including geologic maps and reports, regional fault maps, seismic hazard maps, and aerial imagery.
- Review applicant-prepared geotechnical/geological technical reports and supporting data provided by FCS, including the ENGEO Geotechnical Investigation and subsequent related submittals.
- Review pertinent project information provided by FCS, which may include Specific Plan materials, conceptual land-use plans, grading concepts, civil plans, and other geotechnical/geological-related project documents.
- Evaluate whether the investigations, analyses, conclusions, and recommendations are generally consistent with the proposed project, applicable standards of practice, and available geologic/seismic information for the site.
- Review geotechnical considerations relevant to the EIR, as applicable, including seismic ground shaking, fault rupture, liquefaction and related ground deformation, slope instability, settlement, expansive or otherwise unsuitable soils, erosion, grading, and other geologic or soil-related hazards addressed by the applicant's studies.
- Perform up to two rounds of review of the revised applicant-prepared reports and/or responses to comments following issuance of our initial peer-review comments.
- Participate in coordination meetings with FCS, City staff, the applicant, and/or the applicant's consultants, as needed. For budgeting purposes, our fee includes about four hours of Principal Engineer's time for virtual meetings.

DELIVERABLE:

- Electronic copy (via email in PDF) of the peer review memorandum to the City and the applicant.

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FCS

Task 3: Technical Analysis

Subtask 3.1: Air Quality, Greenhouse Gas Emissions and Energy, and Health Risk Assessment

FCS will prepare an air quality, greenhouse gas (GHG) emissions, and energy analysis to evaluate project-related construction and operational activities. The analysis will be provided in a stand-alone technical report with all supporting technical data appended to the report. The air quality, GHG emissions, and energy analysis will quantitatively analyze any development components that are sufficiently defined during finalization of the Project Description.

FCS understands that the extent of demolition activities to be included in the project is subject to further refinement. For purposes of this Scope, FCS assumes that the EIR will include analysis of dismantling and removal of refinery equipment, demolition, and remediation. The scope of demolition activities will be confirmed prior to finalizing the Project Description.

Air Quality Analysis

FCS will prepare an air quality analysis consistent with the requirements of the State CEQA Guidelines and the recommendations of the Bay Area Air Quality Management District (Bay Area Air District) to support the CEQA document. The proposed project would include construction and operational activities that would generate ozone precursor and criteria air pollutant emissions. FCS will use methodologies and guidance from the Bay Area Air District's 2022 CEQA Air Quality Guidelines to model and evaluate the project-level air quality impacts.

Given the scale of the proposed development and anticipated multi-phase buildout, the project-level analysis will evaluate full buildout conditions as well as representative development phasing scenarios to identify the maximum impact condition and overlap in construction and operational emissions. This Scope assumes up to five development phases; if additional phases would be required to be analyzed, it would be achieved under a Change Order and additional fee. The air quality analysis will quantify construction, including demolition and remediation/removal of the refinery, and operational criteria air pollutant emissions using Bay Area Air District-recommended models and methodologies, including the latest version of the California Emissions Estimator Model and other applicable tools. Construction emissions modeling will incorporate the type, intensity, timing, and duration of construction activities, including demolition and remediation, grading, site preparation, building construction, paving, haul trips, and other relevant activities.

Operational emissions will include area sources, mobile sources, stationary sources, and other emissions-generating activities expected to occur at buildout. Mobile-source emissions will be based, in part, on transportation analysis assumptions prepared for the proposed project, while stationary-source emissions associated with emergency generators, industrial equipment, and other applicable sources will be quantified using methodologies and emission factors recommended by the Bay Area Air District, California Air Resources Board (ARB), and the EPA.

FCS will quantify criteria pollutant emissions using the baseline assumptions regarding refinery operations established during Project Initiation and refined in coordination with City staff and the applicant. Emissions will be quantified using Bay Area Air District-reported emissions data and on-road mobile source emissions associated with existing refinery activities. This baseline inventory will then be combined with criteria pollutant emissions estimates for the proposed project to evaluate the net change in emissions resulting from refinery

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operations and project implementation, thereby identifying the project's incremental contribution relative to existing conditions and applicable significance thresholds.

Construction Health Risk Assessment

FCS will prepare a Health Risk Assessment (HRA) to quantitatively evaluate potential health risks associated with emissions of toxic air contaminants (TACs), diesel particulate matter (DPM), and fine particulate matter (PM2.5) generated during construction of the project-level component of the proposed project. Due to the anticipated lengthy demolition and remediation phase, and because the proposed project development is anticipated to be constructed in multiple phases, the HRA will evaluate construction activities under representative phasing scenarios and will also specifically account for situations where completed portions of the project are occupied while construction of subsequent phases remains ongoing. This Scope assumes up to five development phases (demolition and remediation/removal would be considered as one phase); if additional phases would be required to be analyzed, it would be achieved under a Change Order and additional fee. The HRA will evaluate impacts to both existing off-site receptors and future on-site receptors, including residential, worker, school, and other sensitive receptor locations, as applicable.

The following tasks will be required for the construction HRA:

- Define sensitive receptor types and identify all applicable existing and future on-site and off-site receptor locations.
- Identify relevant federal, State, and local regulations, significance thresholds, and HRA methodologies.
- Identify applicable Office of Environmental Health Hazard Assessment (OEHHA) and Bay Area Air District cancer risk, chronic hazard, acute hazard, and PM2.5 exposure criteria.
- Quantify DPM and PM2.5 emissions from on-site construction equipment and activities based on the construction emissions inventory.
- Quantify DPM and PM2.5 emissions from off-site haul trucks occurring within the applicable study area (1,000 feet).
- Develop representative construction and occupancy overlap exposure scenarios to identify the maximum impact condition.
- Utilize accepted air dispersion modeling tools, including AERMOD, to estimate pollutant concentrations at receptor locations.
- Use HARP2 to calculate cancer risks, chronic and acute hazard indices, and PM2.5 concentrations at receptor locations consistent with OEHHA guidance and applicable Bay Area Air District methodologies.
- Compare resulting impacts to project-specific and cumulative significance thresholds and identify mitigation measures, if warranted.

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Operational Health Risk Assessment

Because the proposed project includes industrial land uses that have the potential to generate TAC emissions and diesel-related exposure risks, FCS will also prepare a quantitative operational HRA. The operational HRA will evaluate emissions associated with truck traffic, truck idling, loading and unloading operations, on-site circulation, transport refrigeration units (TRUs) (if applicable), emergency generators, industrial equipment, and other reasonably foreseeable operational emission sources that are identified in the Project Description. The operational HRA will evaluate impacts to existing off-site receptors as well as future on-site receptors that could be exposed to operational emissions at project buildout. As part of the operational HRA, FCS will:

- Define sensitive receptor types and identify all applicable existing and future on-site and off-site receptor locations.
- Identify relevant federal, State, and local regulations, significance thresholds, and HRA methodologies.
- Identify applicable OEHHA and Bay Area Air District cancer risk, chronic hazard, acute hazard, and PM2.5 exposure criteria.
- Quantify DPM and PM2.5 emissions from on-site truck travel, idling, loading and unloading, circulation, and TRUs (if applicable), emergency generators, industrial equipment, and any other on-site equipment identified.
- Quantify DPM and PM2.5 emissions from off-site trucks and/or TRUs (if applicable) occurring within the applicable study area (1,000 feet).
- Utilize accepted air dispersion modeling tools, including AERMOD, to estimate pollutant concentrations at receptor locations.
- Use HARP2 to calculate cancer risks, chronic and acute hazard indices, and PM2.5 concentrations at receptor locations consistent with OEHHA guidance and applicable Bay Area Air District methodologies.
- Compare resulting impacts to project-specific and cumulative significance thresholds and identify mitigation measures, if warranted.

Greenhouse Gas Emissions Analysis

FCS will quantify project-related construction and operational GHG emissions using assumptions and methodologies consistent with the air quality analysis. The GHG analysis will evaluate emissions associated with construction activities, vehicle trips, area sources, energy consumption, water consumption, solid waste generation, refrigerants, and other applicable emission sources. Construction-related GHG emissions will be amortized over the life of the project consistent with Bay Area Air District guidance and incorporated into the overall project GHG inventory.

FCS will quantify GHG emissions for the baseline assumptions regarding refinery operations established during Project Initiation and refined in coordination with the applicant and City staff. Baseline GHG emissions will be derived from facility-specific GHG reporting data and other available operational information such as data from ARB and Cap and Trade. This baseline GHG inventory will then be combined with GHG emissions estimates

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for the proposed project to evaluate the net change in emissions resulting from refinery operations and project implementation.

Because the proposed project includes a mix of residential, commercial, industrial, and other land use components, FCS will evaluate GHG impacts using the applicable significance thresholds appropriate for each project component. As appropriate, individual project components may be evaluated separately against applicable thresholds, screening criteria, or performance standards established by the Bay Area Air District and/or the City. For example, residential, commercial, mixed-use, and industrial land use components may be assessed independently to determine consistency with applicable GHG reduction strategies, efficiency metrics, design requirements, and significance thresholds before considering cumulative project-level emissions. The analysis will identify the applicable threshold methodology for each land use category and provide a clear explanation of how project-specific and cumulative significance determinations are made. Mitigation measures will be identified and quantified, as necessary.

Pursuant to CEQA Guidelines Appendix G, FCS will also evaluate consistency with applicable federal, State, regional, and local climate policies, General Plan policies, and applicable Bay Area Air District guidance. The analysis will evaluate project consistency with California's long-term climate targets, including achievement of carbon neutrality by 2045, and will incorporate current CEQA guidance and applicable case law regarding GHG significance determinations. Additional project design features, performance standards, or mitigation measures will be identified, as necessary.

Energy Analysis

FCS will provide an analysis of energy impacts consistent with the CEQA Guidelines Appendix F Energy analysis requirements. The energy analysis will summarize relevant federal, State, and local regulations and policies that address energy consumption and demand, alternative fuels, and nonrenewable resources to determine whether the proposed project would conflict with or obstruct any required policies or mandatory measures related to energy conservation. Using the model inputs and assumptions associated with the air quality and GHG emissions analyses, FCS will provide energy consumption estimates associated with the construction and operation of the project, including baseline energy use and net new energy use from implementation of the proposed project. The energy analysis will consider project design features that may affect the energy efficiency of the proposed project.

Data Needs and Assumptions

FCS will prepare and submit a Request for Information (RFI) for the applicant to provide all necessary construction and operational parameters, traffic data, and client-approved Project Description which are required for modeling. The City and applicant will execute a scoping agreement with FCS to obtain concurrence on key modeling assumptions, methodologies, inputs, and significance evaluation procedures prior to FCS conducting any modeling. The air quality, GHG emissions, and energy analysis will be completed within 16 weeks of receipt of the scoping agreement. If modifications are made such that the parameters detailed in the scoping agreement change, that would trigger re-modeling that would be accomplished as an additional service not included in this Scope.

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Technical Report

FCS will provide this analysis in the form of a technical report. The report will comply with the City's guidance. FCS will respond to two sets of consolidated, vetted comments (with tracked changes in the Microsoft Word document) on the draft document and prepare a final report.

DELIVERABLES:

- Electronic copy (via email or Dropbox in Microsoft Word format and PDF) of the first and second draft Air Quality, GHG Emissions, and Energy Analysis report.
- Electronic copy (via email or Dropbox in PDF) of the final Air Quality, GHG Emissions, and Energy Analysis report.

Subtask 3.2: Noise and Vibration Analysis

FCS will complete a noise analysis that will include an evaluation of short-term (construction) and long-term (operation) noise impacts to satisfy the City's noise impact analysis requirements. The analysis will be provided in a stand-alone technical report with all supporting technical data appended to the report. The analysis will require the following tasks.

Compile and Summarize Background Information

The general characteristics of sound and the categories of audible noise will be described. The regulatory framework related to noise, including applicable federal, State, and City plans, policies, and standards, will be summarized. The existing ambient environmental conditions will be documented through an ambient noise monitoring effort. Two long-term and up to five short-term ambient noise measurements will be taken to document the existing daytime ambient noise conditions in the project vicinity.

Construction Noise and Vibration Impact Analysis

Construction would involve the short-term operation of heavy equipment in the vicinity of sensitive receptor land uses. EPA-recommended noise emission levels will be used for the construction equipment. The noise analysis will identify the closest noise sensitive receptors to the proposed development construction footprint, quantify potential construction noise impacts in comparison to the City's Noise Ordinance specifications, and determine whether construction would result in a substantial temporary increase in ambient noise levels as measured at these receptors.

FCS will also analyze potential vibration impacts from construction activities associated with development that could occur with implementation of the proposed project. FCS will utilize the methodology and thresholds contained in the Transit Noise and Vibration Impact Assessment Manual prepared by the Federal Transit Administration for determining construction-related groundborne vibration impacts.

Operational Noise Impact Analysis

A quantitative assessment of long-term operational noise impacts will be performed. Project-related traffic noise impacts will be determined based on whether the proposed project would generate a substantial permanent increase in traffic noise levels in the project vicinity in excess of standards established in the City's General Plan or Noise Ordinance.

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Potential noise impacts from project-related stationary noise sources, such as new mechanical system operations, parking lot and truck loading/unloading activities, will also be evaluated to determine if the proposed project would generate a substantial permanent increase in ambient noise levels in excess of the City's operational noise performance standards.

Relevant mitigation measures will be identified to reduce potential noise impacts from future development.

Airport Noise Impact Analysis

A qualitative assessment of airport noise impacts will also be evaluated to identify whether the project would expose people residing or working in the project area to excessive airport noise levels. The analysis will identify whether the project site lies outside of the Airport Land Use Compatibility Plan identified noise contours which are considered compatible with the City's noise land use compatibility standards for the proposed land use.

Data Needs and Assumptions

FCS will prepare and submit an RFI for the applicant to provide all necessary construction and operational parameters required for modeling. This analysis will be completed within eight weeks of receipt of the necessary project data and the City-approved Project Description. If changes are made to the Project Description that would require re-modeling for the above Scope, the re-modeling would be accomplished as an additional service not included in this Scope.

Technical Report

FCS will provide this analysis in the form of a technical report. The report will comply with the City's guidance. FCS will respond to two sets of consolidated, vetted comments (with tracked changes in the Microsoft Word document) on the draft document and prepare a final report.

DELIVERABLES:

- Electronic copy (via email or Dropbox in Microsoft Word format and PDF) of the first and second draft Noise and Vibration Analysis.
- Electronic copy (via email or Dropbox in PDF) of the Noise and Vibration Impact Analysis.

Subtask 3.3: Transportation and Wildfire Evacuation Analysis

Kittelson & Associates, Inc. (Kittelson), as a subconsultant to FCS, will prepare a Transportation Analysis for the proposed project. The transportation Scope includes three phases: (1) CEQA evaluation; (2) Local Transportation Analysis; and (3) Evacuation Analysis. The tasks for each of these elements are described below.

Subtask 3.3.1: CEQA Transportation Analysis

Kittelson will document the existing transportation conditions for the proposed project study area. The documentation will include maps and text describing:

- Existing and planned roads
- Existing and planned transit service
- Existing and planned bicycle facilities

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- Existing and planned pedestrian facilities
- Existing and planned freight facilities and operations

To assess CEQA impacts, Kittelson will address the four CEQA checklist questions for transportation including:

a) Would the project conflict with a program, plan, ordinance, or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities?

b) Would the project conflict with or be inconsistent with CEQA Guideline section 15064.3, subdivision (b)?

c) Would the project substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?

d) Would the proposed project result in inadequate emergency access?

Question b relates to Vehicle Miles Traveled (VMT) and Senate Bill (SB) 743 legislation. Specific metrics for impact analysis will be confirmed with the City and the Solano Transportation Authority (STA). The VMT analysis will calculate the project-generated VMT (per capita, per employee, total VMT per service population) using the Napa-Solano Travel Model compared to base year conditions. The project VMT statistics will be compared to Solano County's (County's) regional VMT for base year conditions. Per State of California guidance, a significant project generated VMT impact would occur if the project's VMT per capita or per employee exceeds a specified percent (typically 15 percent) below the existing countywide averages or a net increase in VMT for retail. In the case of a significant VMT impact, appropriate mitigation measures to offset the VMT impacts will be recommended based on discussion with City staff.

The existing conditions evaluation, findings of the VMT analysis, and documentation on the other three CEQA questions will be detailed in a technical memorandum that focuses on CEQA topics to help expedite the EIR process as the LTA is being completed. A draft technical memorandum will be submitted for one round of review. Comments will be consolidated and incorporated into the final technical memorandum.

Subtask 3.3.2: Local Transportation Analysis

The LTA for the proposed project will be prepared to answer non-CEQA transportation questions of interest to the City, the California Department of Transportation (Caltrans), and other participating parties. The LTA will address existing traffic conditions, future traffic forecasts, and project-related operational deficiencies and improvements.

SCOPING AGREEMENT MEMORANDUM

Prior to preparation of the LTA, Kittelson will prepare a scoping agreement memorandum for submittal to the City with potential distribution to other parties such as Caltrans. This will enable the Scope to be finalized at the outset of the project. Kittelson will develop initial estimates of weekday a.m. and p.m. peak-hour trip generation for the project. The trip generation will be developed using rates from the most current Institute of Transportation Engineers (ITE) *Trip Generation Manual*. The trip generation will be distributed to the road network using estimates from the Napa-Solano Travel Model. Based on the assigned traffic, study intersections will be selected based on the criteria to study intersections where the project would add 100 or more peak-hour trips. Kittelson has assumed the total number of intersections that will be studied will not exceed 25 intersections for scoping purposes.

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In addition to identifying the study intersections, the scoping agreement will identify the proposed scenarios for analysis, analysis software and methodology, and any assumptions that will be made.

This Scope assumes that the following four scenarios will be analyzed:

1. Existing Conditions
2. Existing Plus Project Conditions
3. Cumulative Without Project Conditions
4. Cumulative Plus Project Conditions

Kittelson has allocated budget to completing one draft scoping agreement and a final scoping agreement. Based on discussions with the City, the comments from other parties will be incorporated as appropriate and a final scoping agreement has been completed.

DATA COLLECTION

Based on the finalized scoping agreement, the following data collection will be performed:

- Kittelson will contract with a data collection firm to collect intersection turn movement counts (vehicles, pedestrians, and bicycles) for the a.m. (7 to 9) and p.m. (4 to 6) peak periods on a typical midweek day when schools are in session at the study intersections identified. Up to 25 intersections are assumed in this Scope.

- A site visit will be performed by Kittelson to gather information on lane configurations and to observe operations in the field.

- Crash data for the study area from the most current five-year period will be compiled from State of California sources.

- Kittelson will work with the various jurisdictions to acquire the following:

    - Signal timing sheets for study intersections from the City, Caltrans, and the County as appropriate.
    - A list of approved and reasonably foreseeable projects in the vicinity of the proposed project. For projects identified, Kittelson will work with the appropriate jurisdiction to acquire data on trip generation and distribution so that these projects can be included in the cumulative analysis.

PROJECT TRAFFIC ESTIMATES

Kittelson will determine the trip generation and distribution of the proposed project for daily traffic, a.m. and p.m. peak hours. Trip generation will be developed using rates from the ITE *Trip Generation Manual*. Project trips will be distributed based on select zone runs developed using the Solano-Napa Travel Model and in consultation with City staff. The project trip assignment at study intersections will be based on the travel model select zone analysis and local understanding.

TRAFFIC OPERATIONS ANALYSIS

Effects of the project on traffic operations will be evaluated by adding the project trip assignment to the corresponding conditions without the project.

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Traffic conditions will be examined for the weekday a.m. and p.m. peak-hour conditions for up to 25 study intersections for four scenarios. The a.m. peak hour is defined as the one hour of highest traffic volumes occurring between 7:00 a.m. and 9:00 a.m. The p.m. peak hour is the one hour of highest traffic volumes occurring between 4:00 p.m. and 6:00 p.m.

The intersection Level of Service (LOS) for each scenario will be calculated using the methodologies and tools outlined in the final scoping agreement memorandum. Intersection LOS without the project will be compared to the intersection LOS with the project for each of the analysis scenarios to determine operational deficiencies. Should deficiencies be found, recommendations for improvements will be made to offset these deficiencies. Improvements may include intersection turn lanes, signalization, and segment lane additions.

A peak hour signal warrant analysis will be completed for each unsignalized study intersection for each scenario.

Intersection performance measures that will be documented for each scenario include delay, volume to capacity ratio, and LOS. Additionally, 95th percentile queues will be summarized for critical lane groups at each intersection (typically turn pockets) using the methodologies of the Highway Capacity Manual (HCM) 7th Edition.

Caltrans has been requesting freeway ramp queuing analysis at interchanges that would be influenced by the project to identify potential traffic safety impacts. The evaluation of the project's effects will include a review of the speed differential between the exit ramps queue and the mainline of the freeway during the same peak hour study period. The analysis will be performed as per the Caltrans *Interim Land Development and Intergovernmental Review Safety Review Practitioners Guidance*, dated July 2020. The analysis will be conducted using HCM 7 methodologies and the Highway Capacity Software. For purposes of this Scope, up to three interchanges would be included as part of the analysis. If additional interchanges are required to be included in the analysis, the Scope and budget needs to be modified accordingly.

SITE ACCESS AND CIRCULATION

The proposed Specific Plan will typically not include a precise layout of all transportation infrastructure. For purposes of this Scope, Kittelson will evaluate intersection sight distance, access locations, and distance of proposed primary access points from nearby intersections, bicycle and pedestrian paths of travel, and other issues after discussions with City staff based on site plans provided by the applicant.

DOCUMENTATION

Kittelson will document the findings of the LTA in a draft report that details methodologies, existing conditions, near-term and cumulative year conditions, operational deficiencies, recommended improvements, and the project contribution to these improvements. This Scope and budget includes two rounds of review/revision of the LTA to address comments. Additional rounds of review/revision or provision of copies in excess of that stated in this proposal will require an amendment to this Scope and cost estimate. Upon revision, the final LTA report will be submitted to the City.

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Subtask 3.3.3: Evacuation Analysis

DEFINE EVACUATION EVENTS

Kittelson will analyze up to three evacuation event scenarios. The evacuation routes would include highways and streets which would provide access to safe designated evacuation points. All evacuation scenarios, routes, and assumptions will be verified with the project team and County staff, including fire and emergency staff, before proceeding with the analysis. Kittelson will prepare a technical memorandum documenting the evacuation routes, scenarios, impacted areas, and likely destinations.

The evacuation events will be used to understand if and where surrounding residents would evacuate in an emergency. Kittelson will prepare draft and final maps to illustrate the evacuation areas affected in each event.

EVACUATION ANALYSIS SCENARIOS

The evacuation analysis will be conducted for the following two scenarios for each of the three evacuation events:

- Existing Baseline weekday conditions, where the project has not been developed and no new project trips are added to the roadway during an evacuation.
- Existing + Project weekday conditions, where the project is developed and residents, employees, and/or visitors are entering the roadway combined with other weekday peak hour traffic during an evacuation.

The study area and all evacuation scenarios and assumptions will be confirmed with City and emergency responder staff. If additional scenarios are requested, Kittelson may request a contract augment. Kittelson will attend up to one, one-hour virtual meeting with staff and participating agencies to discuss evacuation analysis assumptions. Additional discussion of evacuation analysis assumptions can be covered during the seven meetings identified in Subtask 3.3.4 below.

Kittelson will conservatively estimate the evacuation scenario traffic volumes for use in the analysis which is weekday PM traffic (4 to 6 PM), as background traffic is at its peak during these hours. Kittelson will assume that up to two vehicles per residential household would be used for evacuation. Kittelson will use Sonoma County land use data to develop evacuating vehicles for non-residential uses. For non-project evacuation traffic, US Census data will be used to determine auto-ownership information and persons per household that could affect the number of vehicles per household used during an evacuation event for areas outside the project.

ROAD CAPACITY ANALYSIS

Kittelson will apply the Solano-Napa Transportation Model maintained by the STA to the project area and surrounding roadway network for the evacuation analysis. Kittelson will check to ensure that the model correctly reflects the roadway network in the project area.

Within the travel model, the calculated evacuation trips will be substituted for the normal weekday peak hour origins and destinations within the study area. The revised trips, including all normal peak hour trips outside the evacuation area, will then be assigned to the available road network.

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Kittelson will compare the results of the capacity and travel time analyses between the baseline and project conditions to assess the level of impact the project would have on the roadway network during each evacuation scenario.

Kittelson will prepare maps showing road segments which would be expected to be near capacity, at capacity, or over capacity for each evacuation scenario.

Kittelson will evaluate the travel times during an evacuation event by using the travel model estimations of congested times for key origin-destination pairs. The evacuation destinations will represent the edge of the evacuation area where evacuees can be assumed to be out of danger. This Scope and budget assumes reporting for up to three origin areas.

MITIGATION

If there would be significant differences in congestion or travel times with the project compared to evacuation conditions without the project, mitigation measures will be proposed to ensure that all portions of the study area can be evacuated safely. These may include alternative evacuation routes, temporary traffic control measures, or other mitigation measures. If the analysis determines that no difference in evacuation time would result from project implementation, mitigation would not be required.

EVACUATION ANALYSIS MEMORANDUM

Kittelson will prepare a draft technical memorandum, incorporating the data, assumptions, methodology, and results from the evacuation analysis. Kittelson will incorporate one round of consolidated and non-contradictory set of comments on the memorandum and prepare and submit a final technical memorandum. All deliverables will be submitted electronically (in PDF).

Subtask 3.3.4: Transportation Project Management and Hearings

Kittelson has budgeted for up to three virtual meetings to discuss the scoping agreement, including conversations with neighboring jurisdictions (Caltrans, the City, and the County) as needed. We have also budgeted for up to four virtual meetings with City staff to discuss the LTA and findings. This task includes general project management including coordination with FCS, internal coordination, monthly billings, and other tasks. In addition to the meetings already identified in other tasks, this task also includes up to three more meetings to discuss any other aspects of the project.

Kittelson will attend up to three public meetings related to the project, including Planning Commission hearings and City Council meetings. This task includes budget for one Kittelson staff member to attend public meetings. Attendance at additional meetings can be added to the Scope as additional services and cost.

Subtask 3.4: Water Supply Assessment

Zanjero LLC (Zanjero), as a subconsultant to FCS, will prepare a Water Supply Assessment (WSA) in compliance with California Water Code (Water Code) Section 10910 et seq., Cal. Code Regs. Tit. 14, § 15155. The Scope outlines the activities necessary to prepare the WSA, and tiers from the ongoing water supply and management work Zanjero is currently preparing.

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Develop Water Demand and Supply Characterization

This task will analyze the projected water demands for the proposed project as well as for all existing and planned future uses served by the City (as required by Water Code §10910 et. seq). The task will characterize the City's water supplies anticipated to meet the project-specific demands as well of those of existing customers, other planned projects, and anticipated growth within the City's existing or planned service area. The City's updated 2025 Urban Water Management Plan (UWMP) and updated Annual Assessments will provide the fundamental information for the water supply analysis and be a foundational basis for the City's demand forecasts.

Demand elements will include: (1) defining and using unit demand factors to determine project demands; (2) using the 2025 UWMP and 2025 and 2026 Annual Assessments to characterize future demands for at least a 20 year planning horizon; (3) adjusting potential future uses that are identified as varying from the existing estimates (such as changed industrial uses); and (4) identifying potential changes from the most recent available and applicable related land-use documents.

The supply analysis will include an assessment of available water assets including the City's water rights and entitlements, as well as contracts with neighboring agencies. The supplies will be projected to align with existing regulatory and legal constraints as well as applicable changed hydrological conditions. The WSA will integrate the new applicable documents.

Zanjero will participate in all communications necessary to assure the strategies to serve the project are well understood and sufficiently documented. This will include one work session with City staff at the City's offices.

Prepare Sufficiency Analysis

Using the 2025 UWMP and the as the foundation, Zanjero will assess the sufficiency of planned water supplies to serve the project based on the information developed in the task above. The analysis of future conditions will include determinations of whether sufficient water exists for the project for conditions at least 20 years into the future. Using representations of supplies from the previous task, along with other pertinent data, the analysis will look at demand and supply conditions under normal, single dry, and multiple dry year conditions.

Zanjero will develop conclusions regarding the sufficiency of the supply as needed to satisfy the requirements of Water Code §10910. These conclusions will be discussed with the City and the project proponent and further adjusted to assure reliability representations are consistent with the City's capabilities to serve.

Draft SB 610 WSA Documents

Zanjero will prepare a WSA based upon the substantive and procedural requirements of Water Code §10910 et seq. that incorporate all relevant data, as well as the findings from the sufficiency analysis in the previous task. The WSA will be written from the perspective of the City, which will be the water purveyor for the project and the entity responsible for CEQA compliance.

This task may also include development of measures or other water management strategies to offset any potential shortfalls, or to otherwise aid in the assurance of long-term reliability of water resources as may be needed to serve the project. Any such measures or strategies will reflect the City's current policies or directions (e.g. such as water shortage contingency plans and use of recycled water as may be applicable).

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This task will include preparing an administrative draft WSA, a public draft WSA for public review and City adoption, and a final adopted WSA reflecting any changes to the public draft WSA. Extensive interaction with the City and the project proponent is anticipated during drafting to assure that the WSA adequately represents the project and strategies for supplying water.

Respond to Comments on the WSA

Zanjero will review with the City any potential public comments to the public draft WSA. Zanjero will develop comment response strategies with the City and its legal counsel, if necessary as they apply to the WSA. At the direction of the City, Zanjero will prepare two rounds of written responses to comments and incorporate changes to the draft WSA document before finalizing as needed.

The level of effort for this task is estimated, assuming that responses will be prepared for approximately no more than five substantive comment topics with master responses (comments from City staff and the project proponent will be addressed but do not require responses).

Presentations to the City and Stakeholders for WSA Adoption

Zanjero will prepare for and attend a public meeting at the City for consideration and adoption of the project WSA. Zanjero will be prepared to respond to questions and make formal presentations as directed. This meeting will require travel to the City's offices for a City Council meeting.

Project Management, Communications, and Quality Control

Zanjero will provide project management, client communications, and other administrative functions as necessary to efficiently complete the tasks outlined above. For QA/QC purposes, a senior-level staff member will peer review the public draft WSA prior to release.

Assist with Representing the WSA in Specific Plan EIR

At the direction of the project proponent and the City, Zanjero will assist with preparing the relevant CEQA documentation representing the WSA details and determinations in the EIR. This task anticipates only limited communications with the EIR consultant, review and commenting on materials prepared, and limited drafting of text to support the EIR. This task does not include assisting with developing and documenting water supply alternatives, as may be required in association with the California Supreme Court's *Vineyard* decision, or reviewing or drafting responses to public comments on the draft EIR. Zanjero is available to provide those services through augmentation of this contract.

Schedule

Zanjero anticipates that the administrative draft of the WSA will be delivered as an electronic version to the City within 20 weeks of a notice to proceed, and potentially sooner. Completion of the administrative draft on this schedule is based on Zanjero's understanding that: (1) documentation characterizing the City's water supplies are adequate for the WSA; and (2) pertinent documentation including project-specific land-use descriptions and maps are provided and remain consistent through the life of the WSA preparation.

Zanjero anticipates completing the Public Draft WSA within two weeks of receiving comments on the Administrative Draft. However, timing of delivery of the Public Draft WSA will depend on the timeliness of review by the City and the project proponent, as well as the time needed for subsequent document

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refinements, as necessary. Following the Public Draft, Zanjero anticipates limited efforts to prepare the final WSA for inclusion in the project's CEQA compliance documents. Zanjero will prepare materials for a public meeting with the City Council.

Subtask 3.5: Utility Capacity Assessments

DCCM, as a subconsultant to FCS, would conduct an engineering evaluation of the utility service demands expected to be placed on the City's water, sewer, and drainage utilities as a result of the proposed project. DCCM would work closely with the City's Public Works Department on the preparation of utility modeling and evaluations. As this project is also being contemplated at the same time as the proposed rezoning of Rose Estates, DCCM will prepare an analysis of cumulative impacts as well as the impacts from this project alone. DCCM will therefore use the same basis for evaluation of the utility impacts we used for Rose Estates, including using a modified version of the City's 2010 sewer collection system model.

DCCM understands that the City's primary goal is to identify any deficiencies in the City's utility systems that are required to serve the project at buildout. These utility systems are comprised of raw water pump stations and pipelines, water treatment system, water distribution system, sewer collection system, and sewer treatment plant. Except as noted below, we have assumed that no modeling of water and sewer systems will be required to complete our assessment. DCCM understands that evaluating the adequacy of the City's water supplies to serve the proposed project will be performed by Zanjero, who will supply the results of their evaluation, to be used by DCCM to identify and deficiencies in the raw water supply pipelines and pump stations.

Subtask 3.5.1: Meetings, Data Gathering, Project Management, and Direct Costs

DCCM will attend a kickoff meeting with FCS and City staff to establish lines of communication and discuss the roles of our project team members. We propose holding brief (one-hour maximum), bi-weekly meetings with the City and/or FCS to review our progress with the City team, to discuss upcoming work tasks, and discuss questions regarding near-term action items. We also plan to hold meetings with the City Fire Marshall, Public Works, and Community Development staff to ensure that our characterization of the proposed development is accurate and consistent with that of the City and that we understand the City's fire demand scenarios.

As part of this task, DCCM will also gather and review City infrastructure maps and record drawings, Engineering Design and Construction Standards, Water Master Plan, Wastewater Master Plan, UWMP, and General Plan. In addition to processing all contract-related invoices and addressing all contract related issues, DCCM's Project Manager will also prepare monthly budget and schedule updates to show our status on the work.

Subtask 3.5.2 Assessment of Raw Water Delivery Capacity

This task will involve the evaluation of the City's raw water pipeline and pump stations located in the City of Fairfield to deliver the raw water required from the Solano Project and State Water Project sources to meet the needs of the project.

DCCM will begin this task by gathering record drawings and logs for the pump stations and raw water supply lines, and will use this information to determine the anticipated maximum capacity of each of these pump stations. DCCM will also gather all available monthly and annual reports from the City's water treatment plant and raw water customers. This information will be used to estimate the maximum delivery capacity of the City's raw water system(s), and will then compare this capacity of the existing system to the total anticipated

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maximum water system demands for the City at buildout as determined by Zanjero or other City consultants. Our comparison of capacity with demand will be conducted for the project alone, as well as for the project plus the proposed Rose Estates. Any deficiencies will be identified and potential mitigation(s) recommended.

Subtask 3.5.3 Assessment of Potable Water Capacity

We will start this task by meeting with City water treatment staff to review the current plant condition and capacity as well as on-site raw and treated water storage capacities. We will use this information along with the information in the City's Water Master Plan to determine the maximum treatment capacity of the City's water treatment plant. We will compare this capacity to the total anticipated maximum water system demands for the City at buildout of the General Plan with the project added and identify any capacity constraints in the water treatment system. We will then identify the water storage and water transmission facilities or other mitigations required to meet the City's service requirements for the project. Our comparison of capacity with demand will be conducted for the project alone, as well as for the project plus General Plan buildout, and reasonably foreseeable projects, including the proposed Rose Estates project.

Subtask 3.5.4 Assessment of Sewer Treatment and Collection System Capacity

Similar to Water Capacity Analyses above, DCCM will meet with the City's wastewater treatment staff to review the current plant condition and capacity. We will use this information along with the information in the City's Wastewater Master Plan to determine the maximum treatment capacity of the City's wastewater treatment plant. DCCM will compare this capacity to the total anticipated maximum wastewater system demands for the City at buildout with the project added and identify any capacity constraints in the wastewater treatment system for the project alone, as well as for the project plus Rose Estates.

This task will also involve modeling the portion of the sewer collection system affected by the project. The City's existing SWMM sewer model will be revised to add the project, and then model the affected gravity and pressure lines to determine their adequacy and if upsizing is required, the extent of the improvements needed. Modeling will include both dry weather and wet weather scenarios for both the existing and buildout conditions. DCCM will identify impacts and potential mitigations for both the project alone as well as for the project plus General Plan buildout, and reasonably foreseeable projects, including the proposed Rose Estates project.

Subtask 3.5.5 Assessment of Stormwater System Capacity and Impacts

For this task, DCCM has assumed that they will be reviewing a submittal from the applicant regarding their proposed stormwater system for the project. Further, DCCM assumes they will be reviewing a submittal package for stormwater from the applicant for Rose Estates. DCCM's work under this task anticipates a meeting with FCS and City staff to discuss the stormwater improvements proposed for the project and Rose Estates, followed by review and evaluation of the applicant's proposed drainage system improvements and the cumulative drainage impacts of both developments. DCCM will perform a high-level engineering review of the overall drainage approach, existing and proposed drainage patterns, potential downstream impacts, and the relationship to the larger Sulphur Springs Creek watershed for both the Valero and the cumulative General Plan buildout, and reasonably foreseeable projects, including the proposed Rose Estates project. DCCM will identify potential impacts and recommend potential mitigations for those impacts.

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Subtask 3.5.6 Project Report

DCCM will prepare a technical memorandum documenting our findings for each utility system. The report will identify anticipated utility impacts for both the project as well as the project plus cumulative development. DCCM will meet with the City and FCS to present a draft of our report for their review. Once the review is complete, we will revise the draft report as necessary to address all comments and produce a final version.

Subtask 3.5.7 Review Applicant Utility Submittals

This task would provide for review and comment on any utility plans or studies submitted by the applicant within the Scope of our utility review. This Scope assumes the review of up to three submittals and have assumed up to three reviews of each submittal.

Task 4: Notice of Preparation and Scoping Meeting

FCS will prepare a draft Notice of Preparation (NOP) in accordance with CEQA Guidelines Section 15082. The NOP will identify the project location, provide a summary of the project characteristics, and list probable environmental effects, supported by tables and color graphics. The NOP will identify any resource categories or topical areas that can be "scoped out" pursuant to Section 15143 given the location and context of the project site. This Scope assumes that an Initial Study will not be prepared.

FCS will submit the draft NOP to the City. It is assumed that the City will provide one set of consolidated, vetted comments (with tracked changes in the Microsoft Word document) on the draft NOP to FCS within two weeks of submittal. Once FCS receives these comments, FCS will complete revisions and prepare an NOP for public review. FCS will submit the NOP and accompanying Notice of Completion (NOC) to the State Clearinghouse (SCH) electronically.

FCS will also distribute the NOP to public agencies and private parties, including interested parties and property owners within a 500-foot radius of the project boundary. It is assumed that the City would provide the list of interested parties and radius mailing for FCS use. This Scope assumes approximately 250 addresses on the mailing list, including up to 20 addresses requiring certified mailing.

DELIVERABLES:

- Electronic copy (via Dropbox in Microsoft Word format and PDF) of the Draft NOP to the City.
- Electronic copy (via Dropbox in PDF) of the NOP to the City.
- Electronic copy (via CEQAnet) of the NOP and NOC to the SCH.

Subtask 4.1: Public Scoping Meeting

Following release of the NOP, FCS will coordinate with City staff to prepare for and facilitate a public scoping meeting within the 30-day public review period. It is assumed that the public scoping meeting will be conducted in-person. FCS will prepare a presentation that provides an overview of the CEQA process, highlighting opportunities for public input throughout preparation of the EIR. Additionally, the presentation will highlight key components of the proposed project, with supporting graphics as-needed.

Following the presentation, FCS will monitor comments received, answer questions as directed by City staff, and, following the meeting, provide a summary of public comments regarding any environmental concerns

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raised. Input will be used to focus the issues to be addressed in the Draft EIR. The summary of verbal comments and the written comment letters will be appended to the Draft EIR. A summary of the verbal and written comments will be included in the Introduction section of the Draft EIR.

Task 5: Tribal Consultation Support

At the City's request, FCS will draft notification letters, using the City's letterhead, to initiate tribal consultation on the City's behalf pursuant to SB 18 and Assembly Bill (AB) 52. This Scope covers FCS attendance at up to six virtual meetings with the City and Tribal Representatives. FCS will prioritize government-to-government communication and will coordinate closely with the City to ensure consistency and sensitivity in outreach, as well as remain responsive to tribal preferences regarding communication methods, confidentiality, and cultural protocols. It is also assumed that 50 staff hours will be sufficient to complete this task. If additional meetings or coordination become necessary, FCS will inform the City of funds required for ongoing tribal consultation support.

DELIVERABLES:

- Electronic copy (via Dropbox in Microsoft Word format and PDF) of the draft AB 52 and SB18 notification letters to the City.
- Electronic copy (via Dropbox in Microsoft Word format and PDF) of the final AB 52 and SB18 notification letters to the City.

Task 6: First Administrative Draft EIR

FCS will prepare the Administrative Draft EIR in accordance with the applicable requirements contained in CEQA Guidelines Sections 15120 through 15132. The document will identify potentially significant impacts, feasible mitigation measures, and the residual significance after mitigation has been implemented. The Administrative Draft EIR will include narrative text, tables, exhibits, and technical appendices. The contents of the Administrative Draft EIR are listed as follows:

- Executive Summary
- Introduction
- Project Description
- Environmental Impact Analysis
- Aesthetics
- Agriculture and Forestry Resources
- Air Quality
- Biological Resources
- Cultural Resources
- Energy
- Geology and Soils
- GHG Emissions
- Hazards and Hazardous Materials
- Hydrology and Water Quality
- Land Use and Planning
- Mineral Resources
- Population and Housing
- Public Services
- Transportation
- Tribal Cultural Resources
- Utilities and Service Systems
- Wildfire
- Alternatives
- Other CEQA Considerations
- Effects Found Not To Be Significant
- List of Preparers and Contributors
- Technical Appendices

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Cumulative Effects

FCS will describe the reasonably foreseeable projects within a City-approved defined study area that may result in cumulative impacts associated with the proposed project. FCS anticipates the cumulative impacts analysis will be prepared primarily using the list-based approach described in CEQA Guidelines Section 15130(b)(1)(A), which evaluates the proposed project's incremental contribution to cumulative impacts in the context of other past, present, and reasonably foreseeable future projects within the applicable study area. However, where appropriate and supported by available information, FCS may apply the plan-based approach pursuant to CEQA Guidelines Section 15130(b)(1)(B) for specific resource topics. The determination of the most appropriate cumulative analysis methodology will be made during preparation of the Draft EIR in consultation with City staff and based on the characteristics of each environmental issue. This Scope assumes that the City will provide FCS with a list of cumulative projects to be included in the analysis at the time the project description is finalized. Material changes or newly identified projects after the project description is approved may require additional services. To the extent practicable, projects completed and operational before the environmental baseline date will be treated as part of existing conditions rather than as separate cumulative projects.

Cumulative projects may be defined within a specified area around the project site as (1) projects constructed but not occupied; (2) projects approved but not constructed; (3) pending projects for which pre-filing or filing of an application with its respective lead agency has occurred; and (4) anticipated or announced projects for which no application has yet been filed with the lead agency. However, note that the geographical extent of the evaluation area for cumulative impacts varies, depending upon the technical issue to be addressed. For instance, the evaluation area for air quality encompasses the local air basin, while the evaluation area for traffic encompasses the local roadway network. Cumulative projects will be discussed for each technical issue. Growth-inducing impacts will be evaluated separately in the Draft EIR in the Other CEQA Considerations section.

Alternatives

Pursuant to CEQA Guidelines Section 15126.6, the EIR will evaluate a range of feasible alternatives to the proposed project. One of the alternatives will be the CEQA-mandated “No Project Alternative,” which is the circumstance under which the project does not proceed. FCS will evaluate up to four additional alternatives, including project phasing alternatives, to consider variations in land use mix and intensity. In addition, the Alternatives section will address the feasibility of any alternatives that were initially considered but rejected from further consideration. Each alternative will be described in sufficient detail and evaluated on a topical section basis against the proposed project to determine if it will have fewer, equivalent, or greater impacts. A matrix will be provided comparing each alternative’s impacts on the various topical areas. The environmentally superior alternative will be identified.

Effects Found not to be Significant

CEQA Guidelines Section 15143 establishes that EIRs will focus on significant impacts on the environment and need not discuss in detail effects that are clearly insignificant or unlikely to occur. Provisionally, we assume that impacts to agricultural, forestry, and mineral resources will be less-than-significant and will not need to be analyzed in detail in the Draft EIR. A section titled Effects Found not to be Significant will be included in the Draft EIR to document the justification for resource categories excluded from detailed analysis in the Draft EIR.

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DELIVERABLE:

- Electronic copy (via Dropbox in Microsoft Word format) of the First Administrative Draft EIR (with technical studies) appended to the City.

Task 7: Second Administrative Draft EIR

It is assumed that the City will provide one set of consolidated, vetted comments (with tracked changes in the Microsoft Word document) on the First Administrative Draft EIR. Once FCS receives these comments, FCS will complete revisions and prepare a Second Administrative Draft EIR for review. Note that this Scope assumes up to two rounds of City comments and revisions to the Administrative Draft EIR. Should the estimated hours needed to complete this task exceed the cost identified herein, FCS will coordinate with the City regarding the need for additional funds to ensure incorporation of all comments and edits.

DELIVERABLE:

- Electronic copy (via Dropbox in Microsoft Word format) of the Second Administrative Draft EIR to the City.

Task 8: Screencheck Draft EIR

It is assumed that the City will provide one set of consolidated, vetted comments (with tracked changes in the Microsoft Word document) on the Second Administrative Draft EIR. Once FCS receives these comments, FCS will complete revisions and prepare a Screencheck Draft EIR for review. Should the estimated hours needed to complete this task exceed the cost identified herein, FCS will coordinate with the City regarding the need for additional funds to ensure incorporation of all comments and edits.

DELIVERABLE:

- Electronic copy (via Dropbox in Microsoft Word format and PDF) of the Screencheck Draft EIR to the City. FCS will also provide a track change version in PDF of the Screencheck Draft EIR for reference.

Task 9: Public Draft EIR

The intent of the Screencheck Draft EIR is to allow City staff to review final changes to the Draft EIR prior to publication. It is anticipated that any comments on the Screencheck Draft EIR would concern minor points and not require major revisions. It is assumed that the City will provide one set of consolidated, vetted comments (with tracked changes in the Microsoft Word document) on the Screencheck Draft EIR. Upon receipt of final City comments on the Screencheck Draft EIR, FCS will proceed with finalizing and producing the Draft EIR for public review.

This task includes technical staff time to complete revisions to the Draft EIR, plus editing and administrative staff time to prepare the document for publication. If additional hours are required, FCS will prepare a budget augment to cover the additional level of effort.

FCS will also prepare the SCH NOC, Summary Form, and Notice of Availability (NOA). FCS will provide the SCH with an electronic copy of the document (and appendices) and required notices and forms (the NOC, NOA, and Summary Form) via CEQAnet to begin the public review period.

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FCS will distribute the NOA to public agencies and private parties, including interest parties and property owners within a 500-foot radius of the project boundary. It is assumed that the City would provide the list of interested parties and radius mailing for FCS use. This Scope assumes approximately 250 addresses on the mailing list, including up to 20 addresses requiring certified mailing.

The City will be responsible for filing the NOA with the County Clerk, and any other local noticing (e.g. newspaper notices, etc.).

DELIVERABLES:

- Electronic copy of the Draft EIR and appendices (via Dropbox in PDF) to the City.
- 20 hard copies (appendices on flash drive) of the Draft EIR to the City.
- Electronic copy (via CEQAnet) of the Draft EIR and appendices, NOC, NOA, and Office of Land Use and Use and Climate Innovation's Summary Form to the SCH.

Task 10: First Administrative Final EIR

FCS will prepare an Administrative Final EIR in accordance with the applicable requirements contained in CEQA Guidelines Sections 15088 and 15089. The Administrative Final EIR will list all agencies, organizations, and individuals who submitted written comments on the Draft EIR during the public review period and provide written responses to those comments. To enhance readability and avoid redundancy, FCS will use Master Responses to address frequent and reoccurring comments on the Draft EIR's analysis. Additionally, the Administrative Final EIR will contain an Errata, which will document minor changes to the Draft EIR text or clarifying edits/track changes in strikeout-underline format. This Scope assumes that the applicant's consultants shall provide responses to comments received in technical analyses that FCS will review, revise, and incorporate into the Final EIR, as needed.

FCS representatives will attend a public comment session concerning the Draft EIR during the public review period (meeting attendance at the public comment session is accounted for in *Task 17: Meetings, Public Hearings, and Phone Calls*). FCS will summarize verbal comments received at the meeting in the Administrative Final EIR and provide written responses to said comments.

Based on FCS's experience in responding to comments on recent projects, we have budgeted 200 hours of FCS staff time (including technical, editing, and administrative personnel) for the First Administrative Final EIR. Together with the City, FCS will evaluate the volume and complexity of comments received on the Draft EIR. If additional time is required beyond what is budgeted, FCS will prepare a budget augment to cover the actual level of effort.

DELIVERABLE:

- Electronic copy (via Dropbox in Microsoft Word format) of the First Administrative Final EIR to the City.

Task 11: Second Administrative Final EIR

FCS will respond to City comments on the First Administrative Final EIR. It is assumed that the City will provide one set of consolidated, vetted comments (with tracked changes in the Microsoft Word document) on the

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Administrative Final EIR. Upon receipt of the consolidated set of comments, FCS will prepare the Second Administrative Final EIR.

DELIVERABLE:

- Electronic copy (via Dropbox in Microsoft Word format) of the Second Administrative Final EIR to the City.

Task 12: Screencheck Final EIR

FCS will respond to City comments on the Second Administrative Final EIR. It is assumed that the City will provide one set of consolidated, vetted comments (with tracked changes in the Microsoft Word document) on the Second Administrative Final EIR. Upon receipt of the consolidated set of comments, FCS will prepare the Screencheck Final EIR.

The intent of the Screencheck Final EIR is to allow City staff to review final changes to the Final EIR prior to publication. It is anticipated that any comments on the Screencheck Final EIR would concern minor points and not require major revisions.

DELIVERABLE:

- Electronic copy (via Dropbox in Microsoft Word format and PDF) of the Screencheck Final EIR to the City. FCS will also provide a track change version in PDF of the Screencheck Final EIR for reference.

Task 13: Final EIR and Notice of Determination

It is assumed that the City will provide one set of consolidated, vetted comments (with tracked changes in the Microsoft Word document) on the Screencheck Final EIR. Once City staff provides final comments on the Screencheck Final EIR, FCS will proceed with finalizing and producing the Final EIR. This task assumes technical staff time will be required to complete revisions to the Final EIR, plus editing and administrative staff time to prepare the document for publication. If additional hours are required, FCS will prepare a budget augment to cover the actual level of effort.

FCS will provide copies of the Final EIR to the City and will submit the document to the SCH. FCS will also distribute Notice of Public Hearings to public agencies and private parties, including interest parties and property owners within a 500-foot radius of the project boundary. It is assumed that the City would provide the list of interested parties and radius mailing for FCS use. This Scope assumes approximately 250 addresses on the mailing list, including up to 20 addresses requiring certified mailing.

FCS will also prepare the Notice of Determination (NOD) for the project, which the City will file with the County Clerk, within five business days of EIR certification.

DELIVERABLES:

- Electronic copy (via Dropbox in PDF) of the Final EIR to the City.
- 20 hard copies of the Final EIR to the City.
- Electronic copy of the NOD to the City.

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Task 14: Mitigation Monitoring and Reporting Program

FCS will prepare a comprehensive Mitigation Monitoring and Reporting Program (MMRP), pursuant to CEQA Guidelines Section 15097. The MMRP will contain all mitigation measures identified in the EIR. This comprehensive MMRP will provide City staff with a single source of reference to the full range of mitigation measures to be implemented. For each measure or group of similar measures, the agency responsible for ensuring proper implementation will be identified, along with the timing and method of verification. The MMRP will be included in the Final EIR submittal.

Once FCS receives consolidated, vetted comments (with tracked changes in the Microsoft Word document) on the MMRP, FCS will complete revisions and provide the City with a final MMRP.

DELIVERABLES:

- Electronic copy (via email in Microsoft Word format) of the draft MMRP to the City.
- Electronic copy (via email in PDF) of the MMRP to the City.

Task 15: Findings of Fact and Statement of Overriding Considerations

Pursuant to CEQA Guidelines Sections 15091 and 15093, FCS will prepare draft Findings of Fact for each potentially significant effect identified in the EIR and a Statement of Overriding Considerations for any unavoidable significant impacts associated with the proposed project. As required by the CEQA Guidelines, one of three findings must be made for each potentially significant effect and must be supported by substantial evidence in the record. The Statement of Overriding Considerations will rely on input from the project team regarding the benefits of the project.

This Scope assumes that the first draft Findings of Fact and Statement of Overriding Considerations will be submitted alongside the second draft Final EIR. Following receipt of a set of consolidated, vetted comments (with tracked changes in the Microsoft Word document), FCS will prepare the second draft for submittal alongside the Screencheck Final EIR. FCS will respond to a second set of consolidated, vetted comments, and prepare the Final Findings of Fact and Statement of Overriding Considerations for submittal with the Final EIR.

This Scope assumes that the Findings of Fact and Statement of Overriding Considerations will be based on the significant impacts, mitigation measures, alternatives analysis, project benefits, and substantial evidence contained in the Draft and first draft of the Final EIR and the administrative record. Substantive revisions requested after preparation of the first draft of the Final EIR, including revisions resulting from new project benefits, changed significance conclusions, new or revised mitigation measures, additional alternatives analysis, or legal review comments outside the assumed review rounds, would be treated as additional services.

DELIVERABLES:

- Electronic copy (via Dropbox in Microsoft Word format) of the first and second draft Findings of Fact and Statement of Overriding Considerations to the City.
- Electronic copy (via Dropbox in PDF) of the Findings of Fact and Statement of Overriding Considerations to the City.

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Task 16: Administrative Record

FCS will compile an electronic copy of the administrative record, consisting of all documents and material used in the preparation of the Draft and Final EIR.

Task 17: Meetings, Public Hearings, and Phone Calls

Note, the cost for the Public Scoping Meeting is included in Task 4. The meetings included within this Task would consist of a combination of coordination meetings with staff and public hearings. This Scope assumes that FCS's Project Director and/or Project Manager will attend the following meetings:

Coordination Meetings:

- Up to 50 bi-weekly one-hour meetings with City staff conducted during the preparation of the EIR. It is assumed that these meetings can be completed via conference call.

Coordination Workshops:

- Up to 4 in-person workshops to facilitate review and resolution of comments on Administrative Draft and Screencheck EIR deliverables. It is assumed that these meetings would be up to 3-hours each and would be attended by up to three (3) FCS staff.

Public Comment Meetings (during public review of the Draft EIR):

- Planning Commission: one, 4-hour meeting (in person)

Final EIR and Project Entitlements:

- Planning Commission: two, 4-hour meetings (in person)
- City Council: two, 4-hour meetings (in person)

Subtask 17.1 Additional Public Meetings (Optional)

FCS has included five additional in-person public meetings (up to 4 hours each) as optional tasks to provide flexibility for enhanced community and stakeholder engagement should public interest warrant additional outreach. Each meeting would be attended by up to two (2) senior staff, such as FCS' Project Director, Project Manager, technical staff, or relevant subject matter experts (e.g., hazardous materials and transportation), as-applicable. Should additional staff attendance be requested by the City or determined necessary based on meeting topics, complexity, or anticipated public interest, such services would be billed in accordance with the rates provided in the attached rate schedule.

A not-to-exceed budget has been established to cover attendance at the meetings. If the City requests additional meeting attendance by FCS staff, or if the amount of time involved in these meetings exceeds the initial budget allocation, FCS will notify City staff of the additional costs and obtain authorization for the extra meeting time.

Task 18: Project Management

In addition to the research, analysis, communication, and report writing tasks described above, FCS will perform a variety of project management duties to ensure that the EIR meets the City's standards of quality,

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and that it is delivered on time and within budget. These duties will include team supervision and coordination, oral and written communications with City staff, project accounting, and QA review of all deliverable products by FCS's Project Director and Technical Editor. These services will also include ongoing support to City staff, such as providing input to staff reports, regular schedule updates, and discussions of technical issues.

FCS will support the City in coordinating with responsible, trustee, and regulatory agencies throughout the EIR process, as needed. This support may include facilitating agency outreach, providing environmental documentation and technical analyses for agency review, coordinating responses to agency comments, and assisting with the identification and resolution of permitting and regulatory considerations. FCS's involvement will help ensure that agency requirements are appropriately considered and integrated into the environmental review process, supporting an efficient and defensible EIR.

This task assumes up to 200 hours of staff time.

Task Outside the Scope of Work

FCS has identified the following task as falling outside its Scope for the proposed project.

Notice of Determination Filing/Payment of Fees

FCS assumes that the applicant or City staff will be responsible for filing the NOD with the County Clerk's Office within five business days of certification of the EIR. Please be advised that as of January 1, 2026, the filing fees for an EIR are $4,227.50 (California Department of Fish and Wildlife fee) plus a $50 County handling fee, for a grand total of **$4,277.50**. The applicant will be responsible for paying the associated filing fees.

Potential Changes in State CEQA Processes

This scope, schedule, and budget is based on the CEQA statutes, regulations, and procedural requirements currently in effect. FCS actively monitors statewide CEQA-related legislative, regulatory, and ballot-measure initiatives, including Proposition 45, that could affect environmental review requirements in California.

Should Proposition 45, or other changes in applicable law, become effective during preparation of the environmental review documents for this project, FCS will work collaboratively with the City, applicant, and other stakeholders to evaluate the applicability of such changes to the project. This evaluation would include assessing whether the project would qualify for the new CEQA environmental review pathway or procedural efficiencies established by the Proposition, and whether pursuing such options would provide meaningful schedule, cost, or implementation benefits while maintaining legal defensibility and consistency with the City's objectives. Any resulting modifications to the scope of services, schedule, or budget would be addressed through a mutually agreed-upon amendment to this Agreement.

Schedule

FCS has prepared the following schedule outlining the anticipated timing of each task. The duration includes all work necessary to achieve final completion, including document preparation, internal QA/QC, client and agency review cycles, responses to comments, and final revisions within the Scope of the subtask.

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Task	Weeks to Complete	Cumulative Week
Task 1 Project Initiation and Kick-off Meeting		
Kick-off Meeting	2	Week 2
Data Needs and Request for Information	6	Week 6
Thresholds of Significance and EIR Assumptions	6	Week 6
Subtask 1.1 CEQA-compliant Project Description		
– *Submit First Draft Project Description*	7	Week 7
– *Receive Comments on First Draft Project Description*	3	Week 10
– *Submit Second Draft Project Description*	2	Week 12
– *Receive Comments on Second Draft Project Description*	3	Week 15
– *Submit Final Project Description and City Approval*	1	Week 16
Task 2 Applicant-provided Technical Studies Peer Review[1]		
Subtask 2.1 Biological Resources Supporting Information Peer Review	14	Week 14
Subtask 2.2 Cultural and Tribal Cultural Resources Assessment Peer Review	14	Week 14
Subtask 2.3 Hazards and Hazardous Materials Supporting Information Peer Review	21	Week 21
Subtask 2.4 Geotechnical Investigation Peer Review	14	Week 14
Task 3 Technical Analysis		
Subtask 3.1 Air Quality, GHG Emissions and Energy, and HRA[2]	34	Week 34
Subtask 3.2 Noise and Vibration Analysis[2]	30	Week 30
Subtask 3.3 Transportation and Wildfire Evacuation Analysis	30	Week 30
Subtask 3.4 WSA	26	Week 26
Subtask 3.5 Utility Capacity Assessments	30	Week 30
Task 4 NOP and Scoping Meeting		
– *Submit Administrative NOP*	14	Week 14
– *Receive Comments on NOP*	4	Week 18
– *Submit Revised NOP and City Approval*	2	Week 20
– *Start of Public Scoping Period (Begin 30-day Public Review)*	1	Week 21

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Task	Weeks to Complete	Cumulative Week
– *Public Scoping Meeting*		TBD
– *30-day Public Review Period Ends*	5	Week 26
Task 5 Tribal Consultation Support	Ongoing	Ongoing
Task 6 First Administrative Draft EIR[3]		
– *Submit First Administrative Draft EIR*	31	Week 31
– *Receive Comments on First Administrative Draft EIR*	7	Week 38
Task 7 Second Administrative Draft EIR		
– *Submit Second Administrative Draft EIR*	4	Week 42
– *Receive Comments on Second Administrative Draft EIR*	8	Week 50
Task 8 Screencheck Draft EIR		
– *Submit Screencheck Draft EIR*	3	Week 53
– *Receive Comments on Screencheck Draft EIR*	5	Week 58
Task 9 Public Draft EIR		
– *Begin 45-day Public Review Period*	2	Week 60
– *45-day Public Comment Period Ends*	7	Week 67
Task 10 First Administrative Final EIR		
– *Meet with City to review comments received*	1	Week 68
– *Submit First Administrative Final EIR[4]*	4	Week 72
– *Receive Comments on First Administrative Final EIR*	8	Week 80
Task 11 Second Administrative Final EIR		
– *Submit Second Administrative Final EIR*	4	Week 84
– *Receive Comments on Second Administrative Final EIR*	6	Week 90
Task 12 Screencheck Final EIR		
– *Submit Screencheck Final EIR*	3	Week 93
– *Receive Comments on Screencheck Final EIR*	6	Week 99
Task 13 Final EIR and NOD	2	Week 101
Task 14 MMRP		

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Task	Weeks to Complete	Cumulative Week
– *Submit Draft MMRP*	3	Week 93
– *Receive Comments on Draft MMRP*	6	Week 99
– *Submit Revised Draft MMRP*	2	Week 101
Task 15 Findings of Fact and Statement of Overriding Considerations		
– *Submit First Draft FoF/SOC*	4	Week 84
– *Receive Comments on First Draft FoF/SOC*	6	Week 90
– *Submit Second Draft FoF/SOC*	3	Week 93
– *Receive Comments on Second Draft FoF/SOC*	6	Week 99
– *Submit Final FoF/SOC*	2	Week 101
Task 16 Administrative Record	2	Week 101
Task 17 Meetings, Public Hearings, and Phone Calls	-	Ongoing
Task 18 Project Management	-	Ongoing
– *File NOD with Solano County Clerk*	-	Within five days of certification

Notes:
[1] The peer review schedule is dependent on receipt of applicant-prepared studies. This schedule assumes that the studies will be provided within three weeks of project initiation; however, the schedule may be adjusted based on the actual timing of receipt. Review of revised reports is anticipated to be completed within approximately two to three weeks after receipt, depending on the complexity of peer review comments and revisions.
[2] Assumes that the project trip generation forecast and intersection traffic volumes will be provided within approximately six weeks of project initiation. This analysis will be conducted 12 weeks after receipt of the project trip generation forecast and intersection traffic volumes, responses to the RFI, or a City-approved Project Description, whichever is latest.
[3] Assumes Project Description will be stable and approved by the City/applicant within 16 weeks of Project Initiation.
[4] Dependent on volume and complexity of comments.

Proposed Budget

FCS has prepared the following budget identifying the costs of each task.

Task	Fees
Task 1 Project Initiation and Kick-off Meeting	$30,420
Subtask 1.1 CEQA-compliant Project Description	$20,830
Task 2 Applicant-provided Technical Studies Peer Review	
Subtask 2.1 Biological Resources Supporting Information Peer Review	$9,775
Subtask 2.2 Cultural Resources Analysis Peer Review	$6,450

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Task	Fees
Subtask 2.3 Hazards and Hazardous Materials Supporting Information Peer Review	$97,975
Subtask 2.4 Geotechnical Investigation Peer Review	$13,613
Task 3 Technical Analysis	
Subtask 3.1 Air Quality, GHG Emissions, Energy, and HRA	$103,400
Subtask 3.2 Noise and Vibration Analysis	$16,430
Subtask 3.3 Transportation and Wildfire Evacuation Analysis	
Subtask 3.3.1 CEQA Transportation Analysis	$41,346
Subtask 3.3.2 Local Transportation Analysis	$138,090
Subtask 3.3.3 Evacuation Analysis	$52,571
Subtask 3.3.4 Transportation Project Management & Hearings	$9,182
Subtask 3.4 WSA	$86,250
Subtask 3.5 Utility Capacity Assessments	
Subtask 3.5.1 Meetings, Data Gathering, Project Management, and Direct Costs	$22,759
Subtask 3.5.2 Assessment of Raw Water Delivery Capacity	$12,219
Subtask 3.5.3 Assessment of Potable Water Delivery Capacity	$15,531
Subtask 3.5.4 Assessment of Sewer Treatment and Collection System Capacity	$66,482
Subtask 3.5.5 Assessment of Stormwater Capacity and Impacts	$12,782
Subtask 3.5.6 Project Report	$20,223
Subtask 3.5.7 Review Applicant Utility Submittals	$32,844
Task 4 NOP and Scoping Meeting	$15,160
Task 5 Tribal Consultation Support	$10,750
Task 6 First Administrative Draft EIR	$98,615
Task 7 Second Administrative Draft EIR	$46,960
Task 8 Screencheck Draft EIR	$36,300
Task 9 Public Draft EIR	$23,110
Task 10 First Administrative Final EIR	$36,465
Task 11 Second Administrative Final EIR	$22,870

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Task	Fees
Task 12 Screencheck Final EIR	$16,715
Task 13 Final EIR and NOD	$14,565
Task 14 MMRP	$5,055
Task 15 Findings of Fact and Statement of Overriding Considerations	$28,280
Task 16 Administrative Record	$6,900
Task 17 Meetings, Public Hearings, and Phone Calls	$66,300
Subtask 17.1 Additional Public Meetings (Optional)	$19,425
Task 18 Project Management	$45,000
Total FCS Professional Labor	**$1,301,642**
Direct Costs	
Reprographics, Mailings, Mileage, Deliveries, etc.	$24,255
Contingency (25%)	$331,474
Total FCS Professional Fee (including Contingency)	**$1,657,371**

Assumptions

The assumptions used in calculating the above fees are:

- Reimbursable expenses have been included in the table above. These direct costs, including, but not limited to those items presented below, will be reimbursable upon provision of proper documentation:
  - Purchases of project materials
  - Reproduction, reprographics, document production, printing and photography
  - Postage, messenger, delivery, and overnight mailing
  - Mileage, noticing, and record searches
  - Other miscellaneous costs directly related to the project
- Reproduction costs for the Draft EIR and Final EIR are estimated at approximately $150 per copy, based on a document length of approximately 600 pages. Should actual reproduction costs exceed these estimates due to document length, FCS shall notify by the City.
- There will be no significant revisions to the submitted development application. If there is a change in the Project Description by the applicant, a budget adjustment will be required to account for the project revisions.
- This price is based on completion of the work within the proposed schedule. If delays occur, an amendment of the price would be warranted to accommodate additional project management and other costs and to reflect adjustments for updated billing rates.

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- The fee is valid for up to 30 days from the date of this Scope, after which it may be subject to revision.
- Costs have been allocated to tasks based upon FCS's proposed approach. During the work, FCS may, on its sole authority, re-allocate costs among tasks and/or direct costs, as circumstances warrant, so long as the adjustments maintain the total price within its authorized amount.
- The FCS Project Manager will be the primary representative at the project meeting and public hearing.
- This Scope assumes that no hard copies of deliverables will be provided, except as indicated above. If hard copies are requested, a change order may be required to cover costs of producing the copies. Printing costs are based on the method of printing and binding proposed, numbers of copies proposed as work products, and estimated page lengths. Document printing costs are estimated and will be finalized at the time of printing. On further clarification of the document specifications that City staff will need during the preparation effort, FCS will specifically identify a detailed reproduction work plan with more specific costs.

Invoice Billing

Invoices will be submitted monthly and will identify project progress on a percent-complete basis.

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Contract ID # 26-030T2

CITY OF BENICIA

250 East L Street, Benicia, CA 94510

TASK ORDER NO. 2

MASTER AGREEMENT FOR PROFESSIONAL SERVICES

CSG Consultants, Inc.

CSG Master Service Agreement: On-Call Development Engineering - Professional Services (FY26-27)

Task: Valero Benicia Redevelopment (VBR) Review Support Services

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 Exhibit A of this TASK ORDER, in accordance with the provisions of the AGREEMENT identified as Contract #26-030 between the parties hereto dated July 1, 2025

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: October 20, 2026

Completion Date: June 30, 2030

1.4. Compensation And Payment

Compensation shall be on a specific rate of compensation basis as provided in the AGREEMENT identified as Contract #26-030 between the parties hereto dated July 1, 2025. The cost of the work authorized by this TASK ORDER is not to exceed $610,800. 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.

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1.6. Items and Conditions

All items and conditions contained in the AGREEMENT identified as Contract #26-030 dated July 1, 2025, between the City of Benicia and CSG Consultants, Inc. are incorporated herein by reference.

EXECUTED October 20, 2026

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

"CSG Consultants, Inc." By: DocuSigned by: Cyrus Kianpour 7AC12FF2224A4B2... 10/7/2026
Cyrus Kianpour

Its: CEO

"City" By: _____

Its: _____

"Department" By: _____

Its: _____

"City Attorney" By: _____

Its: City Attorney

Docusign Envelope ID: 3F4AA870-9004-8A0F-8172-A29AF1FADC9C

Exhibits List

A - Scope of Work

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Exhibit A

Scope of Work

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CSG CONSULTANTS
Employee-Owned

550 Pilgrim Drive
Foster City, CA 94404
Phone: 650.522.2500
Fax: 650.522.2599

www.csgengr.com

October 2, 2026

Mr. Chris Rose
Development Services Department
City of Benicia
250 East L Street
Benicia, CA 94510

Re: Proposal for Professional Services – Technical Support for Entitlement Review
Engineering, Public Works, Mapping, Building Safety, and Fire Prevention Valero Benicia Redevelopment (VBR)

Dear Mr. Rose,

CSG Consultants, Inc. (CSG) is pleased to submit this proposal to provide technical review and coordination services associated with the City's review of the formal planning application related to the Valero Benicia Redevelopment (VBR) submittal.

Based on the May 2026 Pre-Application Submittal and subsequent coordination between the City and Developer, the project generally contemplates the long-term phased redevelopment of the existing Valero Benicia Refinery property into a large-scale mixed-use development consisting of residential neighborhoods, commercial/retail, industrial and employment uses, public facilities, open space, parks, backbone roadways, and associated public and private infrastructure.

The formal application is anticipated to include a developer-prepared ***Specific Plan and Vesting Tentative Map (VTM)***, with the VTM establishing the initial large-lot subdivision framework for future development and potential conveyance of individual development areas. Supporting entitlement documents are also expected to include preliminary civil plans, infrastructure studies, transportation analysis, geotechnical investigations, hydrology/hydraulics and floodplain studies, utility analyses, title and easement information, CEQA technical studies, and other supporting documents.

The City has requested focused support in reviewing technical studies and documents for municipal infrastructure, circulation, utility, public works, mapping, building, fire, and implementation-related considerations associated with the proposed Project.

Project Understanding

Based on initial coordination with City staff, CSG understands that the City intends to process the development application and begin environmental and specific plan procedures. CSG further understands that the City's broader review effort is being coordinated primarily through the City's planning and land use review process, including planning-related coordination led by the City's planning consultant team (Good City).

Accordingly, CSG's role under this proposal is to support the City's planning efforts in providing municipal Engineering, Public Works, Mapping, Building Safety, and Fire Prevention review of entitlement documents related to infrastructure, circulation, utilities, municipal services, and implementation-related considerations.

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Because the initial VTM is anticipated to establish large development parcels that may subsequently be developed or conveyed separately, CSG's review will consider future development only to the extent necessary to establish that the Specific Plan, VTM, backbone infrastructure, access, drainage, utility systems, and implementation framework can reasonably support the proposed land uses and development intensities.

This proposal does not include detailed reviews of future residential subdivisions, commercial or industrial site development, or other subsequent development applications within the large lots. Those applications will require separate technical reviews and authorization when submitted.

The entitlement phase is anticipated to include the review of the following documents:

- Draft Developer-prepared Specific Plan with associated technical provisions
- Vesting Tentative Map and initial large-lot subdivision
- Master infrastructure and phasing concepts
- Preliminary Design Documents including site improvements, backbone roadways, grading, drainage, stormwater controls and utility plans
- Hydrology, hydraulics, creek and floodplain studies
- Storm drain and dry utility networks
- Transportation analysis
- Geotechnical investigations
- Title, right-of-way, access, and easement information
- Engineering-related California Environmental Quality Act (CEQA) technical documents and studies

Scope of work

CSG shall provide technical review and coordination support associated with the City's formal entitlement review process. Detailed discipline-specific scopes are included as **Attachments A through D**.

1. Technical Review of Entitlement Documents

Engineering, Public Works, and Mapping

CSG will review the Specific Plan, VTM, preliminary civil plans, infrastructure studies, and supporting technical documents for engineering elements necessary to establish a feasible and implementable large-lot subdivision and master development.

Primary review topics will include:

- VTM, large-lot subdivision, parcel configuration, and mapping considerations
- Existing Mapping & Title Easement Conflicts and Mitigation Strategies
- Right-of-Way, Access and Utility Easement Dedications
- Multi-Modal Improvements (Pedestrian, Bicycle, Public Transit)
- Fire & Emergency Access and Service Feasibility
- Dry/Wet Utility Service Feasibility and Preliminary Composite Planning
- Geotechnical Engineering Evaluation and Proposed Mitigations

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- Grading and Earthwork Evaluation for Quantities, Slopes, Retainage and Phasing
- Hydrology, Hydraulics and Flood Zone Studies
- Stormwater Control, Management and NPDES Compliance
- Construction Planning and Logistics Coordination

Refer to **Attachment A – Detailed Engineering/Public Works and Mapping Review Scope**

Traffic Engineering

CSG's traffic engineering subconsultant, W-Trans, will perform the technical review of the **applicant-prepared transportation analysis** and associated supporting information.

The review will evaluate study methodology, assumptions, input data, analysis scenarios, model inputs and outputs, conclusions, proposed improvements, and consistency with the Specific Plan, VTM, CEQA analysis, and applicable City and regional requirements.

The traffic scope does not include preparation of an independent transportation study, independent collection of traffic data, or full recreation of the applicant's traffic or VMT modeling.

Refer to **Attachment B – Traffic Engineering Technical Review Scope**

Geotechnical Engineering

CSG's geotechnical subconsultant will perform an independent technical review of the **applicant-prepared geotechnical and geologic investigations** to determine whether the scope of investigation, analyses, conclusions, and recommendations are reasonable and sufficiently comprehensive to support the Specific Plan, VTM, backbone infrastructure, and entitlement-level development framework.

The geotechnical scope does not include independent subsurface exploration, laboratory testing, or preparation of project geotechnical analyses.

Refer to **Attachment C – Geotechnical Engineering Review Scope**

Building Safety

Building Plan Review is not anticipated at this stage. If necessary, CSG's Building plan check team may perform a cursory entitlement-level review intended to identify major Building Code considerations that could materially affect the Specific Plan, VTM, or overall land-development framework.

Detailed review of future buildings is not included at this stage.

Fire / Life-Safety

CSG's Fire plan review group will perform entitlement-level review of the Specific Plan, VTM, backbone roadway system, water-system concept, and supporting technical materials to identify major fire/life-safety requirements affecting the master development framework.

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Refer to **Attachment D – Fire / Life-Safety Entitlement Review Scope**

Optional Task – Corporation Yard Review: Review of additional improvements to the City's Corporation Yard adjacent to the project (Civil, Traffic, Building, Fire). Geotechnical review is excluded. For the purposes of this optional task (scope unknown), an allowance of $20,000 is being made.

2. Meeting Attendance and Coordination Support

CSG will participate in City coordination, interdisciplinary review, and applicant comment-resolution meetings necessary to support the entitlement review.

For purposes of the fee proposal, the base scope will include up to **20 virtual meetings and 15 in-person meetings**. Meetings beyond the established allowance will require additional authorization.

3. Interdisciplinary Coordination

CSG will actively participate in ongoing interdepartmental coordination efforts through in-person meetings, phone calls, emails, and as-needed Virtual discussions or informal coordination check-ins, as necessary to support preliminary conceptual review discussions and technical coordination during the preliminary review phase.

This coordination will focus on matters affecting multiple disciplines, including roadway geometry, access, fire service, grading, drainage, utilities, infrastructure phasing, easements, development sequencing, and consistency among the Specific Plan, VTM, technical studies, and CEQA documentation.

4. Review Deliverables and Comment Resolution

CSG deliverables may include, as appropriate:

- Consolidated technical review comments
- Redlined maps, plans, and exhibits
- Technical study review comments
- Engineering review comments for Draft Specific Plan submittals
- Preparation of comment matrices for applicant responses and issue-resolution
- Recommended Conditions of Approval
- Technical memoranda addressing significant unresolved issues, where warranted.

The base fee assumes **three review cycles**, followed by limited final verification of resolved comments and preparation of engineering Conditions of Approval.

Limitations, Exclusions, and Fee Assumptions

CSG's services under this proposal are limited to entitlement-level engineering and mapping review Building Safety review will be limited as described above. ***Services under this proposal do not include*:**

- *Final mapping review*
- *Improvement & grading plan review for construction permits*
- *Review of preliminary water supply, capacity, and conveyance systems*

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- *Review of preliminary wastewater capacity, feasibility, and conveyance systems*
- *Review of hazardous materials, remediation, refinery closure, or decommissioning analysis*
- *DTSC, Regional Water Board, BAAQMD, or other regulatory agency compliance management*
- *CEQA analysis or environmental documentation*
- *Cost estimating*
- *Fiscal analysis*
- *CFD/CSD formation or financing analysis*
- *Legal interpretation of any record document*

Due to the current conceptual nature of the project and evolving scope of the entitlement review process, additional services beyond those specifically identified in this proposal may be required and, if requested by the City, would be authorized separately.

Project Staffing & Team Organization

CSG has assembled a multidisciplinary team with senior-level oversight appropriate for the size and complexity of the Project. The team will be structured to provide a single point of overall coordination while maintaining dedicated technical leadership for engineering, mapping, floodplain, fire, traffic, and other specialty reviews.

Edrie Delos Santos, PE, Principal Engineer will serve as **General Project Manager** and will oversee CSG's multidisciplinary services, coordination with the City and its consultant team, overall schedule, and integration of the various technical review disciplines.

Sophie Truong, PE, PLS, Director of Land Development Services, will serve as **Contract Manager and City Surveyor**, providing contract-level oversight and senior technical guidance for land development, subdivision, mapping, and engineering matters. She will also support coordination of significant entitlement, infrastructure, and implementation issues requiring senior-level review.

Son Hoang, PE, **Senior Project Manager,** will provide engineering review services and lead the day-to-day mapping review efforts, including coordination of the VTM, backbone infrastructure, subdivision, right-of-way, easement, utility, grading, drainage, and related technical reviews.

Babak Kaderi, CFM, **Senior Project Manager,** will provide engineering and floodplain-related review, as well as provide support for hydrology, hydraulics, drainage, stormwater, and other water-related engineering considerations.

David Rubcic, PE, **Senior Project Manager,** will provide independent senior-level quality assurance and quality control of significant engineering and mapping comments, recommendations, and deliverables.

David Stevens, Fire Services Specialist, will lead CSG's **Fire Prevention review**, including entitlement-level evaluation of emergency access, fire apparatus circulation, fire-water infrastructure, development phasing, and other fire/life-safety considerations affecting the VTM.

CSG will supplement the core team with senior and associate engineers, surveyors, and other technical staff as needed to assist with title, easement, and infrastructure review, perform research, and prepare comment letters and redlines; all under the direction of the project leads identified above.

W-Trans will serve as CSG's Traffic Engineering subconsultant and will provide technical review of the applicant-prepared transportation analysis and associated traffic and VMT documentation. CSG's Geotechnical Engineering subconsultant is currently to be determined (TBD) and will be identified prior to commencement of the geotechnical review scope.

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Schedule

CSG will coordinate review schedules with City staff following receipt of a complete and coordinated formal entitlement submittal. Review durations will depend upon the size and completeness of the technical package and the timing of related Planning and environmental reviews.

Estimate of Probable Cost

The work described above will be billed hourly in accordance with our 2026 Engineering Services Fee Schedule, included herewith as **Attachment E**, and is estimated as follows:

Engineering, Fire, and Building Review Services	$ 424,000
Traffic Engineering Review Services	$ 55,000
Geotechnical Engineering Review Services	$ 30,000
20% Contingency	$101,800
TOTAL	**$ 610,800**

The base fee assumes **three review cycles**, followed by limited final verification of resolved comments and preparation of engineering Conditions of Approval. Additional review cycles, meetings, substantial project redesign, or services beyond the assumptions identified herein will be performed only upon authorization by the City.

A Level of Effort by anticipated task will be provided upon request.

CSG appreciates the opportunity to continue assisting the City of Benicia with this significant redevelopment effort and looks forward to supporting the City through the formal entitlement review process.

Should you have any questions regarding our proposal, please contact Edrie Delos Santos, PE, at the number or email listed below.

> **Edrie Delos Santos, PE** | Principal Engineer
> (831) 334-0778 *cell* | edried@csgengr.com

Sincerely,

Sophie Truong, PE, PLS
Director of Land Development Services
(650) 522-2505 *office*

Copy:
Suzanne Thorsen, City of Benicia
Rachel O'Shea, City of Benicia
Mary Wagner, City of Benicia
Brian Frenger, CSG
Son Hoang, CSG

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ATTACHMENT A

Detailed Engineering and Mapping Review Scope

CSG will perform technical review of the VTM package including lotting and preliminary civil plans, technical studies, calculations, and supporting documents for consistency with applicable City requirements, and accepted engineering practice.

The review is intended to establish the adequacy of the **entitlement-level and master infrastructure framework**. Detailed design of future development within the large lots is not included.

A-1 Integrated Entitlement Review

As part of each technical review task described below, CSG will review the corresponding engineering-related provisions of the Specific Plan and applicable engineering standards, including proposed deviations or alternative standards. Review will also include identification of material inconsistencies with corresponding CEQA technical assumptions or mitigation measures, together with discipline-specific infrastructure phasing, implementation requirements, and recommended Conditions of Approval arising from CSG's review.

A-2 Vesting Tentative Map and Large-Lot Subdivision

Perform engineering and subdivision review of the VTM establishing the initial large-lot subdivision, including:

- Existing and proposed parcel configuration
- Relationship between proposed parcels and Specific Plan land uses
- Infrastructure dependencies between large lots (access, utilities)
- Phased implementation and sequencing of future maps and improvement plans, including whether each phase can operate safely and functionally
- Existing title information and known encumbrances relevant to the subdivision
- Backbone roadway rights-of-way
- Park/open-space access
- Easement and right-of-way dedications, including temporary construction easements
- Easement and right-of-way vacations and abandonments
- General consistency with applicable requirements of the Subdivision Map Act (SMA)
- Consistency with local ordinances
- Consistency with applicable federal regulations within CSG's technical review scope

Review of title information will be limited to identifying engineering, access, utility, and subdivision implications. Legal interpretation remains the responsibility of the applicant's legal/title consultants and City Attorney.

Detailed Final Map review, including boundary and technical survey data, monumentation, and general City Surveyor review, is not included unless separately authorized.

A-3 Backbone Roadways, Access, and Circulation Infrastructure

Review the physical feasibility of the proposed backbone roadway and access system, including:

- Connections to existing City streets

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- Roadway classifications
- Conceptual street cross-sections
- Preliminary roadway grades
- Horizontal and vertical alignment feasibility
- Major intersection geometry
- Sidewalk, pedestrian, and bicycle facilities
- Primary and secondary access
- Emergency access (in coordination with Fire)
- Stub streets and future connections, including interim and ultimate roadway configurations and phased implementation
- Off-site improvements

Transportation demand, VMT, intersection operations, trip generation, and traffic modeling are addressed under Attachment B.

A-4 Master Grading and Earthwork

Review entitlement-level grading feasibility, including:

- Major cut and fill areas, preliminary earthwork balance, major slopes, and retaining-wall concepts
- Preliminary mass-grading concept
- Backbone roadway grading
- Interfaces between future large lots, including grading across future ownership boundaries and identification of major grading constraints affecting future development
- Interim and phased grading, including temporary slopes

Geotechnical aspects of grading and earthwork will be coordinated with the geotechnical reviewer under the separate geotechnical review scope.
Detailed grading design and individual development-area grading plans are excluded.

A-5 Hydrology, Hydraulics, Creek, Floodplain, and Upstream Dam/Spillway Considerations

Review the applicant-prepared master hydrology, hydraulic, drainage, and floodplain analyses, including:

- Existing watersheds and drainage patterns, including off-site drainage and stormwater run-on
- Creek hydrology and hydraulic capacity, existing flooding conditions, and existing/proposed water-surface elevations
- Proposed changes to drainage patterns and consistency with proposed development, roadways, utilities, and large-lot boundaries
- Major storm drain facilities, channels, culverts, bridges, and creek crossings
- Detention and retention facilities, including methodology and preliminary calculations
- Overland release routes and downstream impacts
- Interim and phased drainage conditions and systems
- Floodplain and floodway constraints and applicable FEMA requirements

An upstream dam and spillway discharge into the creek system affecting the Project. CSG will review whether the applicant's hydrologic/hydraulic and floodplain analyses appropriately consider available dam and spillway information, normal or anticipated discharges, and the relationship of those flows to documented flooding and proposed development.

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Where applicable, CSG will also identify whether additional dam-related or flood-hazard analysis appears necessary to adequately support the entitlement.

CSG will not independently prepare a dam-failure or dam-inundation analysis. If required, such analysis shall be prepared by the applicant or an appropriately qualified specialist and coordinated with the City as the dam owner/operator and applicable regulatory agencies.

A-6 Stormwater Management and NPDES

Review the entitlement-level stormwater compliance strategy, including:

- Applicable municipal, regional, and State stormwater permit requirements, including but not limited to erosion and sediment control during construction, hydromodification, and post-construction treatment measures
- Low Impact Development framework
- Hydromodification compliance
- Conceptual stormwater treatment strategy, preliminary design, and calculations
- Relationship between treatment facilities and future large-lot development
- Ownership and maintenance
- Requirements appropriately deferred to future development applications

Detailed treatment sizing, individual development-area stormwater plans, and construction SWPPP review are not included.

A-7 Water & Wastewater Infrastructure

Detailed review of the Project's onsite water and wastewater systems, master plans, demand/capacity analyses, and system modeling will be performed by the City's Public Works Department and is excluded from CSG's scope, except for the following limited coordination review:

- Backbone water and wastewater utility conflicts and major utility crossings
- Consistency of the proposed water and wastewater systems with the Water Supply Assessment (WSA) and Wastewater Supply Capacity Study (WWSCS).

A-8 Dry Utilities and Major Utility Corridors

Review conceptual major utility corridors for electric, natural gas, telecommunications, fiber, street lighting, and other franchise utilities with respect to:

- Corridor feasibility
- Major utility crossings and conflicts with existing and proposed utilities
- Utility-provider easement requirements (e.g., PG&E)
- Above-ground utility facilities (Rule 20)
- Utility relocations
- Undergrounding requirements
- Serviceability of future large lots and phasing considerations

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CSG will assist the City in coordinating with utility providers for proposed services, including review of preliminary composite utility plans.

A-9 Conditions of Approval and Implementation Documents

Assist with developing Engineering/Public Works and subdivision Conditions of Approval addressing, as applicable:

- VTM and future Final Map requirements
- Backbone infrastructure
- Street and easement dedications or vacations/abandonments
- Grading and drainage
- Water, sewer, and storm drainage
- Infrastructure phasing
- Off-site improvements
- Public/private maintenance
- Deferred improvements
- Future technical studies
- Improvement and development triggers
- Engineering support for exactions and nexus findings

CSG may also provide technical engineering comments to the City and City Attorney regarding infrastructure-related provisions of a Development Agreement or similar implementation document. Legal drafting is excluded.

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ATTACHMENT B

Traffic Engineering – Technical Review of Applicant-Prepared Transportation Analysis

CSG's traffic engineering subconsultant will perform the technical review of the transportation analysis and related supporting documentation prepared by the applicant's transportation consultant, including but not limited to Study Scope and Methodology; Applicant-Generated Data, Inputs, and Model Results; Trip Generation, Distribution, and Assignment; Roadway Operations, Access, and Circulation; Multimodal Transportation; and Transportation Improvements, Mitigation, and Conditions.

The traffic reviewer will evaluate whether the applicant's analysis provides an appropriate and technically reasonable basis for the Specific Plan, VTM, CEQA analysis, and contemplated development program.

Traffic Review Limitations

The scope does not include:

- Independent collection of traffic counts
- Preparation of the applicant's transportation study
- Independent origin/destination surveys
- Independent regional transportation forecasting
- Full recreation of traffic operational models
- Independent VMT model development
- Verification of proprietary software algorithms
- Independent certification of third-party datasets

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ATTACHMENT C

Geotechnical Engineering – Technical Review of Applicant-Prepared Studies

CSG's geotechnical subconsultant will provide technical review of applicant-prepared geotechnical, geologic, seismic, and related reports supporting the Specific Plan, VTM, and backbone infrastructure.

The purpose of the review is to determine whether the applicant's investigation and recommendations are appropriately scoped, technically reasonable, and adequate for entitlement-level decision-making for geologic and seismic hazards; soils, groundwater, and grading; retaining structures and infrastructure; stormwater infiltration and subsurface drainage; future development and phasing.

Where information appears insufficient or inconsistent, the reviewer may recommend additional investigation, analysis, or documentation.

Review Standard and Limitations

The geotechnical reviewer will evaluate the applicant's data, analyses, assumptions, conclusions, and recommendations using accepted professional practice and the information available.

The review does not include:

- Independent subsurface exploration
- Independent sampling
- Laboratory testing
- Independent geophysical investigation
- Independent reproduction of all engineering calculations
- Certification of the applicant's field or laboratory data
- Preparation of project-specific geotechnical design

Environmental contamination, remediation, and hazardous-materials evaluation are excluded.

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ATTACHMENT D

Fire Life-Safety – Entitlement-Level Technical Review

CSG's Fire plan review group will perform entitlement-level review of the Specific Plan, VTM, backbone roadway system, water-system concept, and supporting technical materials to identify major fire/life-safety requirements affecting the master development framework.

Review may include:

- Primary and secondary emergency access
- Fire apparatus access roads
- Backbone roadway geometry affecting fire access
- Dead-end access limitations
- Turnaround requirement
- Emergency access easements
- Gated access concepts, where applicable
- Fire apparatus staging considerations
- Fire-water demand assumptions
- Backbone fire-water infrastructure
- Hydrant-system concepts
- Access and fire service during phased development
- Interim emergency access
- Fire access across future separately owned large lots
- Wildland-urban interface considerations, where applicable
- Coordination of fire requirements with grading and roadway plans
- Identification of future fire requirements applicable to individual development areas
- Fire-related Specific Plan provisions and Conditions of Approval

Detailed fire plan review for individual future subdivisions, buildings, fire sprinkler systems, fire alarms, hazardous-material systems, or construction permits is excluded.

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Exhibit E

CSG Engineering Services Fee Schedule

San Francisco Bay Area Region

CSG Consultants' fee schedule for proposed services is provided below.

PERSONNEL / ROLE	HOURLY RATE
Administrative Assistant	$120
Engineering Intern	$150
Assistant Engineer	$190
Associate Engineer	$230
Structural Engineer	$280
Associate Surveyor	$220
Senior Engineer	$260
Senior Land Surveyor	$255
Senior Structural Engineer	$300
Principal Engineer	$300
Senior Principal Engineer	$325
Two-Person Survey Crew	$475
Assistant Project Manager	$190
Project Manager	$245
Senior Project Manager	$260
Office Engineer	$190
Construction Inspector	$210
Senior Construction Inspector	$218
Assistant Resident Engineer	$218
Resident Engineering / Construction Manager	$276
Structural Representative	$276

TERMS

- *All hourly rates include overhead costs including but not limited to salaries, benefits, workers' compensation insurance, local travel, and miscellaneous office expenses.*
- *Overtime services and services provided outside of normal business hours will be billed at 1.5x the applicable hourly rate.*
- *On July 1 of each year following the contract start year, CSG will initiate an hourly rate increase not to exceed 5% or the current year's February change of the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the San Francisco-Oakland-Hayward, CA index, whichever is lower.*
- *CSG will mail/email an invoice every month for services rendered during the previous month. Unless otherwise agreed, payment terms are 30 days from receipt of invoice.*
- *This fee proposal is valid for a period of 90 days from date of submittal.*

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Contract ID #26-012A1

FIRST AMENDMENT TO AGREEMENT

This FIRST Amendment of the Agreement, entered into October 20, 2026, by and between the City of Benicia, a municipal corporation (hereinafter "CITY") and FCS International, Inc. dba FirstCarbon Solutions, a Corporation , with its primary office located at 2999 Oak Road, Suite 250, Walnut Creek, California 94597, (hereinafter "CONTRACTOR"), is made with reference to the following:

1. Recitals

A. On July 1, 2025, an agreement identified as Contract ID # 26-012 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, 2030.

2.2. Compensation

Compensation paragraph of the Agreement is modified to: This contract is being increased in the amount of $1,332,371, for a new total amount not to exceed $1,657,371.

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 October 20, 2026.

[SIGNATURES ON THE FOLLOWING PAGE]

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

"FCS International, Inc. dba FirstCarbon Solutions"

By: Signed by: C. Patrick Schultz 2/26/2026 B3AC5BF245884D5... DocuSigned by: Jason Brandman 2/26/2026 EG2D611A36BF4FF...
C. Patrick Schultz Jason Brandman

Its: COO Vice President

"City"

By: _____

Its: _____

"City Attorney"

By: _____

Its: City Attorney

Docusign Envelope ID: 85267574-C5C9-858D-80C9-74729B958C90

Exhibits List

A - FCS_Purchasing_Memo

Docusign Envelope ID: 85267574-C5C9-858D-80C9-74729B958C90

Exhibit A

FCS_Purchasing_Memo

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Development Services Department
MEMORANDUM

Date: October 1, 2026
To: Finance Department
From: Stacy Hofacre, Senior Management Analyst
Re: Directed Selection Justification for FirstCarbon Solutions (FCS)

The Development Services Department is documenting the basis for directing the environmental review assignment for the Valero Benicia Redevelopment (VBR) project to FirstCarbon Solutions (FCS).

FCS was selected for this assignment based on the specific environmental review requirements of the development project, as well as the firm's extensive qualifications and expertise in environmental planning under the California Environmental Quality Act (CEQA).

The City did not solicit project-specific proposals from multiple on-call firms for this assignment. Instead, the City directed the request to FCS pursuant to Section 4.10 of the City's On-Call Planning Services RFP No. 25-063, which permits the City to request a proposal from "one or more" contracted firms. This selection leverages the competitive process previously conducted to establish the City's pool of on-call consultants and reflects staff's determination that FCS' technical expertise is well aligned with the project's environmental review needs.

The proposed Agreement amendment will provide the contract authority required for FCS's VBR assignment and extend the Agreement through June 30, 2030. The Agreement currently has a not-to-exceed amount of $325,000. Because the VBR assignment will be the only scope performed under the FCS Agreement, the amended not-to-exceed amount will equal the VBR scope amount of $1,657,371 rather than adding that amount to the existing contract authority. The scope details and revised contract authority will be presented transparently to the City Council for review and approval.

For these reasons, staff recommends approval of the directed selection of FCS for the VBR environmental review assignment under Section 4.10 of RFP #25-063, along with approval of the corresponding contract amendment.