

**BENICIA CITY COUNCIL
CITY COUNCIL MEETING AGENDA**

**March 17, 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.

6.B CURRENT AND UPCOMING OPENINGS ON BOARDS, COMMISSIONS AND COMMITTEES

RECOMMENDED ACTION: Applications for openings on Boards, Commissions and Committees are being accepted from Monday, February 2, 2026, at 9:00 a.m. until Friday, March 20, 2026, at 11:59 p.m.

[BCC Openings](#)

7. PROCLAMATIONS

8. APPOINTMENTS

8.A A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA

CONFIRMING THE MAYOR’S APPOINTMENT OF DR. BRETT NELSON TO SOLANO TRANSPORTATION AUTHORITY’S BICYCLE ADVISORY COMMITTEE FOR A FULL-TERM ENDING MARCH 1, 2029
[Appointment - Dr. Brett Nelson - STA BAC](#)

9. PRESENTATIONS

9.A ECO AWARDS PRESENTATION

9.B VISIT BENICIA TOURISM MARKETING UPDATE

10. ADOPTION OF AGENDA

11. OPPORTUNITY FOR PUBLIC COMMENTS

How to Submit Public Comments for this City Council meeting:

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

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

12. WRITTEN COMMENT

13. PUBLIC COMMENT

14. CONSENT CALENDAR

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

14.A MINUTES FROM THE FEBRUARY 10, 2026, SPECIAL AND REGULAR MEETING FEBRUARY 17, 2026 AND MARCH 3, 2026 SPECIAL AND REGULAR MEETINGS

[February 10, 2026 Special City Council Meeting Minutes](#)

[February 10, 2026 State of the City Minutes](#)

[February 17, 2026 Regular City Council Meeting Minutes](#)

[March 3, 2026 Regular City Council Meeting Minutes](#)

14.B APPROVAL OF AMENDMENT TO TASK ORDER NO. 1 WITH CONSOR NORTH AMERICA, INC. FOR MILITARY WEST PEDESTRIAN BRIDGE REPLACEMENT AND BARRIER REMOVAL PROJECT AND APPROVING A BUDGET AMENDMENT

RECOMMENDED ACTION: Adopt a resolution (Attachment 1) approving the Amendment to Task Order No. 1 (Attachment 2) of the Master Professional Construction Management Agreement (Attachment 3) with Consor for construction management services for the Military West Pedestrian Bridge Replacement and

Barrier Removal Project; and authorizing the Finance Director to make the necessary budget amendment and authorizing the City Manager and Finance Director to execute the agreement on behalf of the City.

[Staff Report - Approval of Amendment to Task Order No. 1 Consor North America, Inc.](#)

[1. Resolution - Approval of Amendment to Task Order No. 1 Consor North America, Inc.](#)

[2. Amendment to Task Order No. 1 - Consor North America, Inc.](#)

[3. Task Order No. 1 and Original On-Call Master Professional Agreement - Consor North America, Inc.](#)

14.C APPROVAL OF SECOND AMENDMENT TO TASK ORDER NO. 2 WITH UNICO ENGINEERING, INC. FOR CONSTRUCTION MANAGEMENT SERVICES FOR THE FY 2025 CITYWIDE PAVEMENT REHABILITATION AND BICYCLE AND PEDESTRIAN IMPROVEMENTS PROJECT

RECOMMENDED ACTION: Adopt a resolution (Attachment 1) approving the second amendment to Task Order No. 2 (Attachment 2) of the Master Professional Construction Management Agreement (Attachment 3) with Unico for construction management services for the Project and authorize the City Manager to execute the Amendment on behalf of the City.

[Staff Report - Approval of Second Amendment to Task Order No. 2 with Unico Engineering, Inc.](#)

[1. Resolution - Approval of Second Amendment to Task Order No. 2 with Unico Engineering, Inc.](#)

[2. Second Amendment to Task Order No. 2 with Unico Engineering, Inc.](#)

[3. Task Order No. 2 and Original Master Professional Agreement with Unico Engineering, Inc.](#)

14.D SECOND AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF FAIRFIELD AND CITY OF BENICIA FOR COST SHARING OF THE LOPES ROAD PIPELINE RECONSTRUCTION PROJECT AND BUDGET AMENDMENT

RECOMMENDED ACTION: Move to adopt a resolution (Attachment 1) approving the Second Amendment to the Memorandum of Understanding between the City of Benicia and the City of Fairfield for cost sharing of the Lopes Road Pipeline Reconstruction Project (Attachment 2), and authorizing the City Manager to sign the Second Amendment on behalf of the City.

[Staff Report - Approve Second Amendment to MOU with City of Fairfield](#)

[1. Resolution - Approve Second Amendment to MOU with City of Fairfield](#)

[2. Second Amendment to Lopes Road MOU with Fairfield with Exhibits 1,2,3](#)

14.E AUTHORIZATION OF A GRANT APPLICATION AND RECEIPT OF PROHOUSING INCENTIVE PROGRAM FUNDS

RECOMMENDED ACTION: Adopt a resolution (Attachment 1) authorizing the Development Services Department to submit a grant application and receive award of funds for the Benicia Senior affordable housing development.

[Staff Report - Authorizing Grant Application](#)

[1. Resolution - Authoring Grant Application and Receipt of PIP Funds](#)

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

15. BUSINESS ITEMS

15.A 2025 GENERAL PLAN AND HOUSING ELEMENT ANNUAL PROGRESS REPORT

RECOMMENDED ACTION: Accept the 2025 General Plan and Housing Element Annual Progress Report (Attachment 1).

[Staff Report - 2025 General Plan and Housing Element Annual Progress Report](#)

[1. Benicia - 2025 GPHE APR](#)

15.B FY 2025/26 MIDYEAR BUDGET REPORT

RECOMMENDED ACTION: Accept, by minute order, the FY 2025/26 Midyear Budget Report and the report on posted budget amendments based on delegated authority related to contractual obligations and Capital Improvement Projects (CIP) (Attachment 2). Move to adopt a resolution (Attachment 1) approving the budget amendments listed in Exhibit A.

[Staff Report - FY26 Midyear Report.pdf](#)

[1. Resolution - FY 2025-26 Midyear Budget Amendments](#)

[2. FY26 Carryforwards](#)

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

City of Benicia Openings on Boards, Commissions and Committees

Applications for openings on Boards, Commissions and Committees are being accepted from Monday, February 2, 2026, at 9:00 a.m. until Friday, March 20, 2026, at 11:59 p.m. Beginning February 2, 2026, applications will be available by going to the City's website, <https://www.ci.benicia.ca.us/cbc>, and clicking on the name of the Board, Commission or Committee you wish to apply for.

Vacancies for Boards, Commissions, and Committees, along with descriptions of each, are provided on the following pages.

Appointments to Boards, Commissions, and Committees may be for full or partial terms. Full terms run from August 1, 2026, through July 31, 2030.

For more information contact the City Manager's Office at (707) 746-4228.

ARTS AND CULTURE COMMISSION

7 Members: 4-Year Terms

The Arts and Culture Commission's purpose is to advise the City Council on arts and culture issues, evaluate the needs of local cultural organizations, and promote artistic activities within the community. Each member of the arts and culture commission shall have a demonstrated interest in promoting and sustaining the arts and cultural community of poetry, literacy, performing arts, music, theater, dance, film, visual arts, and cultural events. At least one member must be an artist or represent the visual arts community, and at least one must represent the cultural and/or performing arts community. Members cannot serve on other City boards or commissions or on the boards of outside arts or cultural organizations.

Applications are Being Accepted for the Following Openings

Term	Dates
2 Full Terms	8/1/26 – 7/31/30

BOARD OF LIBRARY TRUSTEES

5 Members: 3-Year Terms

The Board of Library Trustees is responsible for making and enforcing rules, regulations and bylaws necessary for the administration, government and protection of the public library. Each Member shall be a qualified elector of the City. A person who holds any salaried public office or employment with the City is not eligible for the Board.

Applications are Being Accepted for the Following Openings

Term	Dates
None	None

BUILDING BOARD OF APPEALS

3 Members: 4-Year Terms

The Building Board of Appeals' primary duty is to hear appeals regarding the Uniform Code or California Code. Each member of the board shall be a qualified elector of the city and shall have the experience and training to judge matters pertaining to building construction.

Applications are Being Accepted for the Following Openings

Term	Dates
None	None

COMMUNITY SERVICES COMMISSION

7 Members: 4-Year Terms

The Community Services Commission identifies and investigates quality-of-life needs and opportunities in the city and annually makes recommendations to the City Council regarding those needs and opportunities. To be eligible for appointment to the commission, an individual shall have demonstrated interest in, and commitment to, furthering the quality-of-life aspects of the city of Benicia, including such things as recreation services and programs, senior services, family resources and human service's needs.

Applications are Being Accepted for the Following Openings

Term	Dates
2 Full Terms	8/1/26 – 7/31/30
1 Partial Term	8/1/26 – 7/31/29

COMMUNITY SUSTAINABILITY COMMISSION

7 Members: 4-Year Terms & 1 1-Year Student Term

The Community Sustainability Commission educates, advocates and provides oversight for integrated solutions that seek a sustainable equilibrium for economic, ecological, and social health and well-being, both now and in the future. Each member shall have expertise and/or demonstrated interest in one or more of the following: water quality, water use efficiency and conservation; air quality; local and regional ecology; energy; mobility; land use/stewardship; green site planning and building; waste management; community and regional economics/finance; social justice; public relations; local based business management. One member shall be a high school student with junior or senior standing who resides in Benicia.

Applications are Being Accepted for the Following Openings

Term	Dates
2 Full Terms	8/1/26 – 7/31/30
1 Student Term	8/1/26 – 7/31/27

ECONOMIC DEVELOPMENT BOARD

7 Members: 4-Year Terms

The Economic Development Board serves to identify and investigate economic development needs and opportunities in Benicia and annually makes recommendations to the Council regarding those needs and opportunities on both a short and long-term basis. To be eligible for appointment an individual shall have demonstrated interest in and commitment to furthering the economic development of the City of Benicia. Appointments shall be made from citizens living in or owning, managing or operating economic entities in Benicia.

Applications are Being Accepted for the Following Openings

Term	Dates
1 Full Term	8/1/26 – 7/31/30
1 Partial Term	8/1/26 – 7/31/28
1 Partial Term	8/1/26 – 7/31/29

HISTORIC PRESERVATION REVIEW COMMISSION

7 Members: 4-Year Terms

The Historic Preservation Review Commission identifies, registers, designates, preserves, protects, enhances and perpetuates those historic structures, districts and neighborhoods which contribute to the cultural and aesthetic heritage of Benicia. At least two members shall be owners of a historic property within the historic district. One of these members shall be the owner of a residence in the historic district. The other member shall be the owner of either a residence or business property in the historic district.

Applications are Being Accepted for the Following Openings

Term	Dates
2 Full Terms	8/1/26 – 7/31/30
1 Partial Term	8/1/26 – 7/31/27

HOUSING AUTHORITY BOARD

7 Members: 5 4-Year Terms and 2 2-Year Terms (Tenant Term)

The Housing Authority Board sets policy in regard to the affordable housing programs administered by the Authority, approves the Authority's budgets, hires and supervises the Executive Director, and generally represents the interests of low-income and very low-income tenants in Benicia.

Applications Being Accepted for the Following Openings

Term	Dates
2 Tenant Terms	8/1/26 – 7/31/28

INDUSTRIAL SAFETY CITIZEN OVERSIGHT COMMISSION

7 Members: 4-Year Terms

The Industrial Safety Citizen Oversight Commission facilitates public access to public health and safety information in order to benefit community health and safety, obtain community input regarding industrial health and safety issues, develop recommendations and provide information to the public and the City Council regarding industrial public health and safety issues in Benicia. Each member shall be a resident of, be employed in, or own a small business in Benicia. The foregoing notwithstanding, no less than four (4) members of the Commission shall be residents of the City. Each member shall have demonstrated special interest, competence, or knowledge of industrial safety and/or air quality.

Applications are Being Accepted for the Following Openings

Term	Dates
1 Full Term	8/1/26 – 7/31/30

LOCAL TAX OVERSIGHT BOARD

7 Members: 4 - 4-Year Terms, 2 – City Council Members, 1 – City Treasurer

The Local Tax Oversight Board reviews, on a quarterly basis, the projected and actual receipts of tax proceeds from local use and transaction taxes, transient occupancy tax, and if applicable real property transfer tax. If applicable, reconcile tax receipts for any special transaction and use tax to expenses for road maintenance. Appointments shall be made for citizens living in Benicia.

Applications are Being Accepted for the Following Openings

Term	Dates
2 Full Terms	8/1/26 – 7/31/30

OPEN GOVERNMENT COMMISSION

5 Members: 4-Year Terms

The commission shall run the candidate forum as required under BMC [1.42.120](#). All members shall be without known conflicts of interest and shall be residents of the city to the extent possible.

Applications are Being Accepted for the Following Openings

Term	Dates
2 Full Terms	8/1/26 – 7/31/30
1 Partial Term	8/1/26 – 7/31/27
1 Partial Term	8/1/26 – 7/31/29

PLANNING COMMISSION

7 Members: 4-Year Terms

The Planning Commission (PC) is responsible for enforcing duties, rights and powers imposed by State law and provided by ordinance or resolution of the City Council regarding planning issues. It is the intent of the Council to have the PC composed of people from all geographical, social, environmental, and economic sectors of the community. Each member shall be a Benicia resident and registered voter and shall be qualified by knowledge and experience to make decisions on questions of community growth and development.

Applications are Being Accepted for the Following Openings

Term	Dates
2 Full Terms	8/1/26 – 7/31/30

RESOLUTION NO. 26-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA CONFIRMING
THE MAYOR'S APPOINTMENT OF DR. BRETT NELSON TO SOLANO
TRANSPORTATION AUTHORITY'S BICYCLE ADVISORY COMMITTEE FOR A
FULL-TERM ENDING
MARCH 1, 2029**

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Benicia that the appointment of Dr. Brett Nelson to Solano Transportation Authority's Bicycle Advisory Committee by Mayor Young is hereby confirmed.

On motion of **Mayor Young**, the above Resolution was adopted by the City Council of the City of Benicia at a regular meeting of said Council held on the 17th day of March 2026, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Steve Young, Mayor

Attest:

Lisa Wolfe, City Clerk

Date

DRAFT



MINUTES OF THE
SPECIAL MEETING – CITY COUNCIL
FEBRUARY 10, 2026
4:30 P.M.

City Council Chambers, City Hall, 250 East L Street, complete proceedings of which are recorded. These are action minutes.

1) **CALL SPECIAL MEETING TO ORDER**

Mayor Young called the Special Meeting to order at 4:33 p.m.

2) **CONVENE OPEN SESSION**

3) **ROLL CALL**

All Council Members were present.

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

5) **PUBLIC COMMENT FOR CLOSED SESSION**

None.

6) **ADJOURN TO CLOSED SESSION**

6.A CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9: (1 potential case)

Mayor Young adjourned the meeting to Closed Session at 4:33 p.m.

7) **RECONVENE OPEN SESSION**

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

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

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

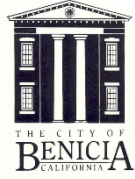
DRAFT

9) ADJOURNMENT

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

City Clerk

DRAFT



MINUTES OF THE SPECIAL MEETING: CITY COUNCIL STATE OF THE CITY FEBRUARY 10, 2026

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

CALL TO ORDER

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

ROLL CALL

All Council Members were present.

REFERENCE TO THE FUNDAMENTAL RIGHTS OF THE PUBLIC

OPPORTUNITY FOR PUBLIC COMMENT

None.

STATE OF THE CITY PRESENTATION

Mario Giuliani, City Manager, reviewed the State of the City Presentation.

Various members of the public posed questions, which were answered by Mr. Giuliani and various Staff.

ADJOURNMENT

The meeting was adjourned at 7:35 p.m.

City Clerk

DRAFT



MINUTES OF THE
REGULAR MEETING – CITY COUNCIL
FEBRUARY 17, 2026
6:00 P.M.

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

COURTESY ZOOM PARTICIPATION

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

2) **CONVENE OPEN SESSION**

3) **ROLL CALL**

All Council Members were present.

4) **PLEDGE OF ALLEGIANCE**

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

6) **ANNOUNCEMENTS**

**6.A CURRENT AND UPCOMING OPENINGS ON BENICIA'S BOARDS,
COMMISSIONS AND COMMITTEES**

[BCC Openings.pdf](#) 

6.B MAYOR'S OFFICE HOURS

7) **PROCLAMATIONS**

8) **APPOINTMENTS**

9) **PRESENTATIONS**

10) **ADOPTION OF AGENDA**

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

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

11) **OPPORTUNITY FOR PUBLIC COMMENTS**

12) **WRITTEN COMMENT**

13) **PUBLIC COMMENT**










None.

14) **CONSENT CALENDAR**

14.A **MINUTES FROM THE FEBRUARY 3, 2026 SPECIAL AND REGULAR MEETING**

February 3, 2026 Special City Council Meeting Minutes 
February 3, 2026 Regular City Council Meeting Minutes 

14.B **APPROVAL OF AMENDMENTS TO AGREEMENTS FOR ON-CALL MASTER PROFESSIONAL AGREEMENTS**

- Staff Report-Approval of On-Call Master Professional Agreements 
1. Resolution-Approval of On-Call Master Professional Agreements 
 2. Coastland-DCCM Second Amendment to On-Call Master Professional Agreement 
 3. Haley Aldrich Second Amendment to On-Call Master Professional Agreement 
 4. Cullen-Sherry Second Amendment to On-Call Master Professional Agreement 
 5. Coastland-DCCM Second Amendment to On-Call Construction Mgmt. Master Professional Agreement 
 6. Consor North America First Amendment to On-Call Construction Mgmt. Master Professional Agreement 
 7. Terracon First Amendment to On-Call Master Professional Agreement 
 8. Master Professional and Amendment to Agreements 

RESOLUTION NO. 26- 6 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA APPROVING AMENDMENTS TO AGREEMENTS FOR ON-CALL MASTER PROFESSIONAL AGREEMENTS AND AUTHORIZING THE CITY MANAGER TO SIGN THE AGREEMENTS

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

DRAFT

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

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

Noes: (None)

15) BUSINESS ITEMS

15.A PROJECT UPDATE FOR THE EASTERN GATEWAY INFRASTRUCTURE MASTER PLAN AND CIRCULATION ELEMENT UPDATE

Jason Hade, Planning Manager, and Bonique Emerson, Precision Civil Engineering, reviewed the staff report and a PowerPoint presentation.

Council and Staff discussed the need for a list of shovel-ready projects, grant applications, water supply, various redevelopment sites on the east side, marketing/outreach strategy for potential developers, bike lanes, extending the right turn lane from Military East to the freeway entrance on East 5th Street, traffic calming measures, restricting truck traffic, and bicycle safety on Park Road.

Public Comment:

1. Kathy Kerridge - Ms. Kerridge discussed the issue of making the intersection at Military and East 5th Street a roundabout.

[Staff Report - Eastern Gateway City Council](#) 

15.B ANNUAL GOAL SETTING WORKSHOP - PART 1

Sarah Shawky, Deputy City Manager, reviewed the staff report.

Council and Staff discussed the city-owned properties on the surplus land act that did not receive inquiries, the 'parking lot' items listed in the staff report, and concern regarding the City's website.

Public Comment:

1. Lori Grundman - Ms. Grundman thanked Staff and Council for their efforts.

Danielle Martinez, Public Works Director, and various Public Works Staff reviewed the Public Works Project updates.

Council and Staff discussed the need to review the calendar beforehand so they can provide input on the cost/benefit ratio, sidewalks and lighted crosswalks,

DRAFT

staffing, public safety cameras, corporation yard bathrooms, and the effects of the closure of the Valero asphalt plant.

Staff Report - Annual Goal Setting Workshop 

1. Strategic Plan 2024-2028 

2. Adopted FY 25-26 Work Plan with Status Updates 

DRAFT

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

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

Ad Hoc "ACT" Task Force Groups Updates 

17) COUNCIL MEMBER COMMITTEE REPORTS

17.A COUNCIL MEMBER COMMITTEE REPORTS

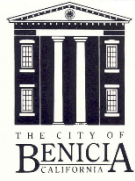
Council Member Committee Reports 

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

Mayor Young adjourned the meeting at 7:52 p.m.

City Clerk

DRAFT



MINUTES OF THE REGULAR MEETING – CITY COUNCIL MARCH 3, 2026 6:00 P.M.

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

COURTESY ZOOM PARTICIPATION

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

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

2) **CONVENE OPEN SESSION**

3) **ROLL CALL**

Present: Council Member Birdseye, Council Member Largaespada, Council Member Scott, Mayor Young

Absent: Vice Mayor Macenski

4) **PLEDGE OF ALLEGIANCE**

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

6) **ANNOUNCEMENTS**

6.A MAYOR'S OFFICE HOURS

6.B CURRENT AND UPCOMING OPENINGS ON BOARDS,
COMMISSIONS AND COMMITTEES

BCC Openings 

7) **PROCLAMATIONS**

7.A PROCLAMATION - WOMEN'S HISTORY MONTH 2026

Proclamation - Women's History Month 2026 

7.A PROCLAMATION - WOMEN'S HISTORY MONTH 2026

8) **APPOINTMENTS**

DRAFT

9) PRESENTATIONS

10) ADOPTION OF AGENDA

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

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

Noes: (None)

Absent: Vice Mayor Macenski

11) OPPORTUNITY FOR PUBLIC COMMENTS

12) WRITTEN COMMENT

13) PUBLIC COMMENT

1. Chris Rose, Executive Director, Solano Resource Conservation District - Mr. Rose updated Council on the highlights that have occurred over the past year.

14) CONSENT CALENDAR

14.A APPROVE THE PURCHASE AND OUTFITTING OF TWO POLICE TRAFFIC ENFORCEMENT VEHICLES AND AUTHORIZE SIGNING OF PURCHASE ORDERS

RESOLUTION NO. 26- 7 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA APPROVING THE PURCHASE AND OUTFITTING OF TWO POLICE TRAFFIC ENFORCEMENT VEHICLES AND AUTHORIZING THE CITY MANAGER AND FINANCE DIRECTOR TO SIGN THE RELATED PURCHASE ORDERS

Council and Staff discussed the issue of purchasing electric vehicles. Staff confirmed the technology is not there yet.

Public Comment:

None

Staff Report - Traffic Vehicle purchase 2026 

1. Resolution - Traffic Vehicle purchase 2026 

2. Folsom Ford Benicia '26 PIU EcoBoost Quote X2 

3. Outfitting Costs 2026 



4. In Car Cameras - Benicia Police Dept. 

DRAFT

DRAFT

14.B APPROVAL OF AGREEMENT FOR THE WASTEWATER TREATMENT PLANT NUTRIENT REMOVAL ALTERNATIVES EVALUATION AND FACILITIES PLAN PROJECT AND APPROVING A BUDGET AMENDMENT



Staff Report - Approval of Agreement and Budget Adjustment for WWTP Nutrient Removal Alternatives Evaluation and Facilities Plan Project 

1. Resolution - Agreement - Wastewater Treatment Plant Nutrient Removal Alternatives Evaluation and Facilities Plan Project 
2. Proposed Agreement - Agreement - Wastewater Treatment Plant Nutrient Removal Alternatives Evaluation and Facilities Plan Project 

RESOLUTION NO. 26- 8 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA APPROVING AN AGREEMENT FOR THE WASTEWATER TREATMENT PLANT NUTRIENT REMOVAL ALTERNATIVES EVALUATION AND FACILITIES PLAN PROJECT, AUTHORIZING THE FINANCE DIRECTOR TO MAKE THE NECESSARY BUDGET AMENDMENT, AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY

14.C REQUEST TO APPROVE THE EXECUTION OF THE MOU - COMMUNITY ACTION PARTNERSHIP SOLANO JOINT POWERS AUTHORITY COORDINATED ENTRY SYSTEM (2025-2028)





Staff Report - CAP Solano JPA CES MOU 

1. Resolution - Approving the Execution of CAP Solano JPA's MOU for Partial Funding of the Coordinated Entry System 
2. MOU - CAP Solano JPA Coordinated Entry System (2025-2028) 

RESOLUTION NO. 26- 9 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA APPROVING THE EXECUTION OF CAP SOLANO JPA'S MOU FOR PARTIAL FUNDING OF COORDINATED ENTRY SYSTEM

14.D FY 2025/26 SECOND QUARTER INVESTMENT REPORT

Staff Report - FY 2025-26 Second Quarter Investment Report 

1. FY2025-26 Second Quarter Investment Report 
2. LAIF Statement Ending December 31, 2025 
3. CAMP Statement Ending 12.31.25 
4. 115 Trust Statement Ending December 31, 2025 

DRAFT

14.E ADOPTION OF INVESTMENT POLICY

Staff Report - Investment Policy 

1. Resolution - Investment Policy 

2. Investment Policy (Tracked Changes Version) 

RESOLUTIONNO.26- 10 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OFBENICIA ADOPTING THE INVESTMENT POLICY

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

Council pulled Item 14.A for discussion.

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

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

Noes: (None)

Absent: Vice Mayor Macenski

15) **BUSINESS ITEMS**

18) **RECONVENE OPEN SESSION**

Mayor Young reconvened the Open Session at 7:36 p.m.

17) **ADJOURN TO CLOSED SESSION**

17.A CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION (Paragraph (1) of subdivision (d) of Section 54956.9)

Name of case: (City of Benicia v. Pacifica Pizza Inc, Solano County Superior Court Case No. CU25-09206)

17.B CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section

54956.9: (1 potential case)

Mayor Young adjourned the meeting to Closed Session at 6:19 p.m.

16) **PUBLIC COMMENT FOR CLOSED SESSION**

None

DRAFT

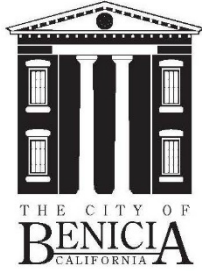
19) **ANNOUNCEMENTS FROM CLOSED SESSION, IF ANY**

Ben Stock, City Attorney, reported Council met in Closed Session on two items and took no reportable actions.

20) **ADJOURNMENT (7:30 P.M.)**

Mayor Young adjourned the meeting at 7:36 p.m.

City Clerk



**AGENDA ITEM
CITY COUNCIL MEETING DATE – MARCH 17, 2026
CONSENT CALENDAR**

TO : City Manager

FROM : Public Works Director

SUBJECT : **APPROVAL OF AMENDMENT TO TASK ORDER NO. 1 WITH CONSOR NORTH AMERICA, INC. FOR MILITARY WEST PEDESTRIAN BRIDGE REPLACEMENT AND BARRIER REMOVAL PROJECT AND APPROVING A BUDGET AMENDMENT**

EXECUTIVE SUMMARY:

The City has a Master Professional Engineering Services Agreement (Agreement) with Consor North America, Inc. (Conсор) for on-call construction management and inspection services for the Military West Pedestrian Bridge Replacement and Barrier Removal Project (Project). A First Amendment to Task Order No. 1 (Amendment) is needed for expanded Project services due to an extended number of working days on the Project and Project close-out work.

RECOMMENDATION:

Adopt a resolution (Attachment 1) approving the Amendment to Task Order No. 1 (Attachment 2) of the Master Professional Construction Management Agreement (Attachment 3) with Consor for construction management services for the Military West Pedestrian Bridge Replacement and Barrier Removal Project; and authorizing the Finance Director to make the necessary budget amendment and authorizing the City Manager and Finance Director to execute the agreement on behalf of the City.

BUDGET INFORMATION:

Task Order No. 1 needs to be amended to add \$74,091 in additional funds, bringing the total of the task order to \$215,000. This Project and related to this task order are budgeted in the Pedestrian Bridge Fund (Fund 534) in 5348090-7404 Construction Management. The overall project budget is short by \$20,000 and a budget amendment is necessary to increase expenditure appropriations offset by fund balance. Any additional budget amendments needed for remaining closeout costs will be brought to Council for approval when the project is ready to be closed.

BACKGROUND:

On January 31, 2023, a waste collection vehicle, operated by Republic Services, struck the pedestrian bridge across Military West near Mary Farmer Elementary School. The structure sustained severe damage and was deemed unsafe, requiring demolition.

On December 18, 2023, Council approved the procurement of a prefabricated bridge from Beatty Construction Services.

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

On January 27, 2025, Task Order No. 1 was issued to Consor for construction management services in the amount of \$140,909.45. Services include Project administration, documentation, quality assurance, inspection, material testing, public relations, and post-construction close-out work.

On May 21, 2025, the Benicia City Council approved a construction contract with Leonida Builders, Inc., with a not-to-exceed amount of \$1,648,576.99.

The Project consisted of constructing a new single-span prefabricated steel bridge over Military West at the Mary Farmar Elementary School, including reinforced concrete bridge abutments, cast-in-drilled-hole pier foundations, a reinforced concrete deck, segmental retaining wall systems, hot mix asphalt and concrete pathways, fencing, grading, and site preparation. Project construction began in July 2025, and the new bridge opened to pedestrian traffic on October 30, 2025.

The First Amendment to Task Order No. 1 with Consor is required to address additional construction management services resulting from an increase in construction duration and extended Project closeout efforts.

The original Task Order assumed a construction duration of 50 working days; however, during final design, the contract duration was increased to 80 working days, primarily due to an expanded Project scope that included construction of an accessible pedestrian pathway serving the adjacent school. This change required additional construction oversight beyond the original budget assumptions.

Additionally, a prolonged and adversarial punch list and closeout process, along with weather-related delays, has required increased Project management, coordination, and inspection services to ensure contract compliance prior to Project acceptance.

The Amendment provides the budget authority necessary for Consor to complete the remaining punch list and Project closeout services.

Post-construction close-out work is ongoing as the contractor finishes punch-list items.

NEXT STEPS:

If approved, the First Amendment to Task Order No. 1 will be executed, and Project closeout work can continue.

ALTERNATIVE ACTIONS:

None.

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

1. Resolution - Amendment to Task Order No. 1 - Consor North America, Inc.
2. Amendment to Task Order No. 1 - Consor North America, Inc.
3. Task Order No. 1 and Original On-Call Master Professional Agreement - Consor North America, Inc.

For more information contact: Danielle Martinez, Public Works Director

Phone: 707-746-4240

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

RESOLUTION NO. 26-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA APPROVING AN AMENDMENT TO TASK ORDER NO. 1 WITH CONSOR NORTH AMERICA, INC. FOR MILITARY WEST PEDESTRIAN BRIDGE REPLACEMENT AND BARRIER REMOVAL PROJECT AND APPROVAL OF A BUDGET AMENDMENT AUTHORIZING THE FINANCE DIRECTOR TO MAKE THE NECESSARY BUDGET AMENDMENT AND AUTHORIZING THE CITY MANAGER AND FINANCE DIRECTOR TO EXECUTE THE AMENDMENT ON BEHALF OF THE CITY

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

WHEREAS, Task Order No. 1 was issued to Consor for construction management services for the Military West Pedestrian Bridge Replacement and Barrier Removal Project (Project) in the amount of \$140,909.45 on January 27, 2025; and

WHEREAS, in order to close out the Project, an amendment to Task Order No. 1 is needed in the amount of \$74,091 for expanded Project services due to an extended number of working days and additional Project close-out work, bringing the total of the task order to \$215,000; and

WHEREAS, this Project and related this task order are budgeted in the Pedestrian Bridge Fund (Fund 534) in 5348090-7404 Construction Management, and a budget amendment of \$20,000 is needed to increase expenditure appropriations offset by fund balance.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Benicia does hereby adopt a resolution approving the Amendment to Task Order No. 1 of the Master Professional Construction Management Agreement with Consor North America, Inc. for construction management services, authorizing the Finance Director to make the necessary budget amendment, and authorizing the City Manager and Finance Director to execute the agreement on behalf of the City.

On motion of Council Member _____, seconded by Council Member _____, the above Resolution was adopted by the City Council of the City of Benicia at a regular meeting of said Council held on the 17th day of March 2026 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Steve Young, Mayor

Attest:

Lisa Wolfe, City Clerk

Date

FIRST AMENDMENT TO TASK ORDER NO. 1

This FIRST Amendment of the Agreement, entered into March 17, 2026, by and between the City of Benicia, a municipal corporation (hereinafter "CITY") and Consor North America, Inc. (Park Engineering, Inc.), a Corporation, with its primary office located at 6505 Waterford District Drive, Suite 470, Miami, FL 33126, (hereinafter "CONTRACTOR"), is made with reference to the following:

1. Recitals

A. On March 6, 2023, an agreement identified as Contract ID # 23-050 was entered into by and between CITY and CONTRACTOR, ("Agreement"); and

B. CITY and CONTRACTOR desire to modify Task Order No. 1 on the terms and conditions set forth herein in Exhibit A – Proposal dated February 24, 2026.

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 April 30, 2026.

2.2. Compensation

Compensation paragraph of the Agreement is modified to: This contract is being increased in the amount of \$74,091, for a new total amount not to exceed \$215,000.

2.3. End of Amendments

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

IN WITNESS WHEREOF, the parties hereto have caused the modification of Agreement to be executed on March 17, 2026.

[SIGNATURES ON THE FOLLOWING PAGE]

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

"Conzor North America, Inc."

By: 

Its: EVP

"City"

By: _____

Its: _____

"City Attorney"

By: _____

Its: City Attorney



2950 Buskirk Avenue, Suite 250
Walnut Creek, CA 94597
925-939-7100

February 24, 2026

Neil Leary, P.E.
Deputy Public Works Director
City of Benicia
250 East L Street
Benicia, Ca 94510

RE: Consor Additional Funding Request for the Military West Pedestrian Bridge Replacement and Barrier Removal Project (City of Benicia Project 23-04)

Dear Neil,

Attached please find the Consor additional funding request for this project. As you may recall, originally Park Engineering / Consor proposed on the project with 50 working days for the project. During the contractor bidding process, this was changed to 80 days. This delta of 30 days was never accounted for in our original proposal or contract with the City. This 30 day increase was largely due to the major increase in contract scope to include the accessible pedestrian path to the adjacent school. Additionally, the general contractor has been taking a combative approach to the final punch list and close out process. Both of these were not expected during our bid time proposal.

As a recap, our original proposal was for \$140,909.45.

Additional funding request to complete the project (assuming no litigation) \$74,090.55

Grand total forecasted for the project \$215,000.00.

If the City can please issue a contract amendment to Consor in the amount of \$74,090.55 that would be much appreciated.

If there are any questions, or if any additional information is needed, please contact me on my mobile at 707-978-8308 or at Brian.Fleck@Consorpmcm.com.

Sincerely,
Consor PMCM, Inc.

A handwritten signature in black ink that reads "Brian Fleck".

Brian Fleck, PE, Senior Project Manager
707.978.8308 | Brian.Fleck@consorpmcm.com

CITY OF BENICIA

250 East L Street, Benicia, CA 94510

TASK ORDER NO. 1

MASTER AGREEMENT FOR PROFESSIONAL SERVICES

Park Engineering, Inc.

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

Task: Military West Pedestrian Bridge Replacement Project - Construction Management 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 Attachment A of this TASK ORDER, in accordance with the provisions of the AGREEMENT identified as Contract #23-050 between the parties hereto dated March 6, 2023

1.2. Scope of Work

The work authorized by this TASK ORDER is outlined in the "Scope of Services" and proposal from Park Engineering dated January 15, 2025 attached hereto as Attachment 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: January 27, 2025

Completion Date: December 31, 2025

1.4. Compensation And Payment

Compensation shall be on a specific rate of compensation basis as provided in the AGREEMENT identified as Contract #23-050 between the parties hereto dated March 6, 2023. The cost of the work authorized by this TASK ORDER is not to exceed \$140,909.45. 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.

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

1.6. [Items and Conditions](#)

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

EXECUTED January 27, 2025

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


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

“Park Engineering, Inc.”

By: 

Its: President/CEO

“City”

By: DocuSigned by:

9FA31704A98E490...

Its: City Manager

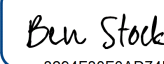
“Department”

By: DocuSigned by:

EE90AF266EE8439...

Its: Public works director

“City Attorney”

By: Signed by:

3294F30F0AD74E3...

Its: City Attorney



January 15, 2025

Neal Leary, P.E.
Deputy Public Works Director/City Engineer
City of Benicia
250 East "L" Street
Benicia, CA 94510

RE: Proposal to Provide Construction Management Services
for Military West Pedestrian Bridge Replacement Project

Dear Neal:

Park Engineering, Inc. is pleased to submit our proposal to provide construction management services to the City of Benicia for the Military West Pedestrian Bridge Replacement Project. We are well qualified and highly motivated to provide construction management services to the City for this project. Park Engineering has performed construction management and inspection services on numerous bridge replacement and bridge construction projects including numerous pedestrian bridges with ADA accessibility concerns, and we have the personnel with the experience and expertise to successfully complete this project for the City.

As Principal in Charge, I will provide technical support to the construction management staff and the City of Benicia to ensure that the City has every resource necessary from Park Engineering for a successful project.

Project Understanding

Military West Pedestrian Bridge Replacement Project includes demolition of existing substructure, and reconstruction of the substructure for new steel superstructure, as well as the installation of the prefabricated steel superstructure, and placement of concrete deck. Additional works will include an ADA path, reconstruction of the approach to the bridge, grading and drainage, traffic control, and any other minor construction items. Specific items of work include CIDH pile construction, forming and placing concrete abutments, installing pre-fabricated steel bridge, forming and placing steel and concrete for bridge deck, constructing sidewalk approach to the bridge, regrading slopes, traffic control, pedestrian detours, staging of the work, temporary stormwater pollution control, clearing and grubbing, pavement marking removal and installation, relocation of signs and other items required by the Plans, Standard Specifications, the Special Provisions and as directed.

The project will be completed within 50 working days starting around June 2025.

Scope of Services

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

- Project Administration & Documentation
- Quality Assurance, Inspection and Material Testing
- Public and Community Relations

Orinda Office
372 Village Square
Orinda, CA 94563
Tel: 925-257-2508
Fax: 925-401-7030

Emeryville Office
3960 Adeline Street, #3
Emeryville, CA 94608
Tel: 925-257-2508
Fax: 925-401-7030

- Post Construction / Close-out

Staffing and Availability

Our proposed Resident Engineer for the project is **Brian Fleck, PE**, who has over 15 years of experience managing transportation and public works projects built to local, Caltrans and federal standards. Brian's has extensive structures construction experience and will provide the needed management of this project on a part-time basis. Construction inspection for the project will be performed by **Andy Bodo, EIT**, who has over 25 years of experience with bridge and roadway construction. Andy has extensive bridge construction experience to Caltrans standards and has completed numerous pedestrian bridges for local agencies. Andy will be full-time on the project to ensure quality and safety standards for the project. Andy will report to Brian and provide all of the necessary documentation for the project including daily reports, and quantity calculations and measurements.

BSK Associates will provide needed materials testing and source inspection to ensure quality of materials and workmanship for the project.

Brian and Andy are available for this project within the schedule and timeline anticipated. Additional assistance for the project can be provided by Park Engineering, if needed, with the approval of the City Project Manager.

Should you have any questions or need additional information, please do not hesitate to contact me. I can be reached at 372 Village Square, Orinda, CA 94563, E-mail: jpark@park-eng.com and Cell: (925) 818-3756.

Sincerely,



Jaemin Park, PE
President

BRIAN FLECK, P.E., PROJECT MANAGER/RESIDENT ENGINEER**Years of Experience**

15

Education

B.S. Civil Engineering, Cal Poly San Luis Obispo 2009

Licenses and Registrations

Professional Engineer: California, #C79986, 2012

SWPPP QSD and QSP, California, #24194, 2013

Key Qualifications

Brian has 15 years of experience providing project management, construction management, construction administration, and oversight of highway, bridge, underground and public works infrastructure projects throughout California. He has worked with state, regional and local agencies in the capacity of vice president of project management, senior project manager, project manager, project engineer and resident engineer. He has contributed to numerous constructability/ biddability reviews and value engineering studies. He has provided schedule and claims analysis, mitigation and resolution support to state, regional and local agencies. Brian is an expert in federally funded projects including numerous Caltrans, City and County projects.

Representative Project Experience

- **HWY 101 Broadway Burlingame (Caltrans 04-235844), City of Burlingame, CA - \$50.0M (Federally Funded)**

Brian was the Senior Project Manager for this project, which consisted of reconstruction of the existing Broadway / US-101 interchange. This project provided improvements to Broadway, US-101 on – and off-ramps, Rollins Road, Bayshore Highway and Airport Blvd. This project also reduced traffic congestion, enhanced bicycle and pedestrian access and safety and improved performance of the roads by improving traffic movements and access around the interchange. The project included demolition and a brand new bridge across HWY 101, a new HWY 101 southbound on-ramp bridge, new traffic signals, soil mixing and new bridge foundations to improve traffic flows. This project also included new retaining walls, reconfiguration of side streets and access roads, profile grade changes to meet current design standards, new sidewalks and bike lanes, new bio swales, new HMA, R-HMA and open grade HMA. Also included were numerous water lines, storm drainage and sewer systems ranging from 6” to 30”. There were also some major sewer bypass and temporary connections, jack and bore pits and sewer force mains.

- **HWY 1 Valley Ford Bridge Replacement (Caltrans 04-209504), Valley Ford, CA - \$9.2M (Federally Funded)**

Brian was the senior project manager on this \$9.2M federally funded project that included a new bridge and demolition of the old bridge along HWY 1 at the Marin / Sonoma county line. Work included new multi span pre-cast girder bridge with a cast in place deck, numerous retaining walls and temporary wire wall between stages, traffic switches, new drainage, stripe, signs, new HMA and new bioswales.

- **HWY 101 Novato Narrows (Caltrans 04-264074), Novato, CA - \$26.6M**

Brian was the project manager on this \$26.6M federally funded project that included widening an existing bridge across HWY 101 in Novato. Work included a widened multi span cast in place bridge, numerous retaining walls, soldier beams, soil nails, shotcrete, approximately 4 miles of frontage roads,

new on and off ramps. Work also included over 10,000' of 30" and 42" welded steel pipe for a new water line, 5,000' of storm drain, 18,000' of underdrain pipe.

- **HWY 128 Conn Creek Bridge (Caltrans 04-1G4304), Napa, CA - \$8.0M (Federally Funded)**
 Brian was the senior project manager and oversaw the project manager on this \$8.0M Caltrans project that included a new multi span bridge across HWY 128 in Napa. Work included a new bridge, abutments, CIDH, retaining walls / wing walls, shotcrete, new roadway section, signs, stripe, erosion control, etc.
- **HWY 1 Stinson Beach (Caltrans 04-0P0304), Stinson Beach, CA - \$22.7M**
 Brian was the senior project manager on this \$22.7M Caltrans emergency project that included a new soldier beam, lagging and tieback retaining wall in Stinson Beach. Work was ordered as an emergency project, typically the crews worked 6 days a week and 10 to 12 hour days. This was to alleviate an active landslide on HWY 1 for Caltrans.
- **HWY 1 Jenner (Caltrans 04-0J3004), Jenner, CA - \$12.9M (Federally Funded)**
 Brian was the senior project manager on this \$12.9M Caltrans project that included approximately 250 new soldier beams, 110 MFBM of 6" x 12" lagging and 250 tieback ground anchors. Work also included numerous creek diversion and new drainage systems for this 2,000' long retaining wall in Jenner.
- **San Pablo and Wildcat Creeks Levee Remediation (Federally Funded), Contra Costa County \$1.0M**
 Brian was the contractor's senior project manager for this FEMA mandated levee remediation to raise freeboard to 100-year flood requirements. Work involved installation of sheetpile walls, levee fill, concrete walls, and HMA pavement to raise levee roads. The project required close environmental monitoring and coordination with various entities including East Bay Regional Park District and County Flood Control District. The project was funded by local County funds, State funds and FEMA funds.
- **HWY 29 Paving Project (Caltrans 04-4J3004), Calistoga / St. Helena, CA - \$8.8M**
 Brian was the senior project manager on this \$8.8M Caltrans paving project that included approximately 200,000 SY of cold plane (grind and pave) 20,000 tons of HMA, and another 20,000 tons of R-HMA. Work also included 7 miles of signs, stripe, MBGR, drainage and safety improvements.
- **Napa Airport Runway 18R – 36L Paving Project Napa, CA - \$13.9M (Federally Funded)**
 Brian was the senior project manager on at the startup for this \$13.9M Napa Airport runway paving project. Work was coordinated with major planning from numerous agencies and oversight committees. This was a major paving project for the Napa Airport.
- **HWY 121 Sarco Creek Bridge (Caltrans 04-2A3204), Napa, CA - \$2.9M (Federally Funded)**
 Brian was the senior project manager and oversaw the project manager on this \$2.9M Caltrans project that included a new bridge across Sarco Creek along HWY 121 in Napa. Work included a new bridge and abutments, new roadway section, signs, stripe, erosion control, etc.
- **Santa Venetia ADA and HMA improvements (County of Marin), San Rafael, CA - \$2.0M**
 Brian was the project manager for this County of Marin project. Work included numerous ADA, curb, gutter and sidewalk improvements along with new drainage in the area. Finally, a grind and pave section was also completed.

- **2018 Pavement Rehabilitation, San Anselmo, CA - \$1.6M**
Brian oversaw the project manager for this San Anselmo project valued at \$1.6M. Work included grinding and paving as well as numerous ADA, curb, gutter and sidewalk improvements.
- **HWY 101 Mill Valley Barrier Rail (Caltrans 04-4H9804), Mill Valley, CA - \$4.6M (Federally Funded)**
Brian was the senior project manager for this approximately 4,000' barrier rail project along HWY 101 in Marin County. Work included new fencing, new barrier rail, new paving / shoulder widening, drainage and safety improvements for this busy frontage road and highway area.
- **HWY 101 Ramp Metering (Caltrans 04-151614), Marin County, CA - \$6.8M (Federally Funded)**
Brian was the senior project manager for this project which had over 10 on and off ramps being reconstructed. Work included new grading and paving, numerous electrical and ramp metering upgrades and new installation, shoulder and ramp widenings, signs, stripes and permanent erosion control.
- **HWY 121 Capell Creek Bridge Rehabilitation (Caltrans 04-4J2104), Circle Oaks, CA - \$1.2M**
Brian was the senior project manager for this project which included a creek diversion and bridge rehabilitation. The bridge was in need of a full remove and replacement, but due to budgetary constraints, a more cost effective approach was selected to seismically strengthen the existing bridge.
- **Gate 6 Intersection Improvements, Sausalito, CA - \$1.4M (Federally Funded)**
Brian was the senior project manager for this project which included upgrades for bicycles and pedestrians, including a diagonal cross walk and numerous electrical and signal upgraded. Work also included new curb, gutter, sidewalk and ADA ramps.
- **Sonoma Academy High School – Performing Arts Center, Santa Rosa, CA - \$1.0M**
Brian was the senior project manager for this project which included new grading, excavation for footings, bioswales and new flatwork. Also included were many challenging storm drain, water and fire lines in addition to new sewer lines.
- **BART Seismic Upgrades – multiple stations, San Francisco, Walnut Creek, Lafayette, CA - \$1.0M**
Brian was the project manager for these project which included new earth shoring and retention systems including micropiles, soldier beams and lagging.
- **Ross Valley Sanitary District – Woodland Sewer Project, Kentfield, CA - \$1.9M**
Brian was the project manager for this sewer project which included pipe bursting, open cut, new manholes, bypass systems and trench paving.
- **Berkeley Grove Park, Berkeley, CA - \$2.1M**
Brian was the project manager for this park rehabilitation project which included new concrete, new play structures, new dugout, new sod for the outfield and various other park improvements.
- **West County Wastewater Project 18CS203 – Wanless + 19th Ave Project, San Pablo, CA - \$1.0M**
Brian was the project manager for this sewer project which included sewer remediation, compaction issues, trench paving, etc.

- **City of Berkeley Parnassus #23-11548-C Sewer Project, Berkeley, CA - \$4.0M**
Brian was the project manager for the City of Berkeley sewer project in the Berkeley hills which included limited access, pipe bursting, CIPP lining, new manholes, CCTV, open cut, new paving, and minor storm drainage emergency work.
- **County of Marin Highway Signage and Safety Improvements, Project 2016-19, Marin, CA - \$300K (Federally Funded)**
Brian was the project manager for the County of Marin project in 2024 that upgraded signage along numerous Marin County roads. Approximately 500 new roadway signs were installed to help motorists navigate the roads, on hilly and rocky terrain with limited access.
- **City of Concord Accessibility Improvements #10 Project #2603, Concord, CA - \$300K**
Brian was the project manager for this ADA curb ramp project which included upgrades to 31 ADA ramps, new curb, gutters, sidewalks, signs and stripes. This project was in a residential neighborhood flanked by an elementary school and also included ADA ramps at a community park.

ANDREW BODO, EIT
CONSTRUCTION ENGINEER/ASSISTANT RESIDENT ENGINEER/SR. CONSTRUCTION INSPECTOR**Years of Experience**

25

Education

B.S. Construction Engineering & Construction Management, Western Michigan University, 1999

Registration

Engineer-in-Training, No. 115429, CA

Key Qualifications

Mr. Bodo has more than 25 years of construction management experience in bridge and highway construction to Caltrans specifications. He has provided field inspection, office engineering, and contract administration to Caltrans highway and bridge and local assistance projects built to Caltrans specifications. His technical knowledge encompasses bridge construction and demolition, active utilities crossing the bridge, CISS piles, construction over water, pre-fabricated steel and concrete bridges, pre-stressed concrete bridges, bridge falsework, deep foundations and DSM walls, large diameter CIDH piles, stage construction, slope protection, AC paving, striping, pavement markings, and signage, streetlights, safety, SWPPPP, and traffic control, , masonry soundwalls, retaining walls and MSE walls, and electrical and low-voltage system construction, including temporary and permanent intersections, traffic signal loop detectors, ramp metering, and fiber optic cable.

Project Experience

- **Highway 101 Multi-Use Path Overcrossing Project (Federally funded), City of Palo Alto, CA**
Mr. Bodo was the Structures Inspector for this \$13 million project that consists of construction of a new bridge over Highway 101. Specific items of work include construction of the east and west concrete approach ramps; construction and installation of the prefabricated steel truss principal span; prefabricated steel truss at Adobe and Barron Creeks confluence; abutments and cast-in-drilled hole (CIDH) pile foundations; overlook, railing and fencing, crosswalks, driveways, and sidewalks improvements, pavement, traffic control, stormwater pollution control, street and bridge lighting, signs, potholing, surveying, striping, landscaping and irrigation, art elements installation coordination, and Adobe Creek Reach Trail. The project funded by federally HBP program and on State Right of Way requiring contract administration in accordance with Caltrans Local Assistance Procedures Manual and subject to Caltrans audits, and oversight from Caltrans.
- **Roberts Road Bridge Reconstruction, Town of Los Gatos, Los Gatos, CA.**
Construction Inspector
The scope of work for this \$2.5 million project included replacing an existing two-span bridge on Roberts Road with a single span structure; constructing cast-in-drilled-hole pile foundations, soldier pile, and tieback walls; constructing retaining walls, curb, gutter, sidewalks, and road resurfacing; and water and gas utility relocation by the utility companies before the bridge was demolished. The bridge was situated over a creek, which required coordination with several permitting agencies. The residential area required outreach to keep the public informed and adherence to project noise restrictions per the Town's specifications. Due to a sanitary sewer line attached to the existing bridge, the contractor was required to construct a sanitary sewer bypass across the creek before demolishing the bridge. The utilities were reinstalled in the new bridge, requiring significant coordination with the utility companies to maintain the project work schedule. Mr. Bodo's responsibilities included: performing construction inspection and daily documentation of contractor's activities; assisting the Resident Engineer with submittal reviews and RFI

correspondence; plan review and compliance of project plans and specifications; monitoring traffic control, pedestrian safety, and residential noise regulations; monitoring permitting compliance with the U.S. Army Corps of Engineers, the California Regional Water Quality Control Board, the Department of California Department of Fish & Game, the Santa Clara Valley Water District, and utility companies; and Stormwater Pollution Prevention Program (SWPPP) inspection.

- **City of Berkeley, Southside Complete Streets Project**

Mr. Bodo was the Construction Inspector on this \$12M federally funded project that resurfaced 1 mile of Bancroft Way and portions of adjacent Fulton & Dana Ave. New bus lanes and two-way cycle-tracks were constructed, as well as improvement to signal operations and pedestrian travel for a number of intersections along Bancroft with the high volumes from the directly adjacent UC Berkeley Campus. Other improvements consisted of curb ramps, curb, gutter & sidewalk, high-visibility crosswalks, drainage and landscaping.

- **City of San Rafael Public Works, 3rd Street Safety Improvement Project**

Mr. Bodo was the Construction Inspector on this \$2.3M federally funded project that improved signal operations and pedestrian travel for a number of intersections along 3rd Street near Highway 101. Improvements consist of curb ramp & sidewalk, high-visibility crosswalks, drainage and traffic signal & street light improvements.

- **Fremont Boulevard Safe and Smart Corridor Project (PWC 8922), City of Fremont, CA - \$8.5M**

Mr. Bodo was the Construction Inspector for this project to creatively uses technology to move traffic efficiently along the Fremont Boulevard corridor at a safe speed, ensure safe pedestrian and bicycle movement, enhance transit service, improve management of the traffic signal/lighting systems, and install backbone infrastructure to accommodate future transportation technologies. The project limits include a 10-mile corridor along Fremont Boulevard (with 38 signalized intersections), from I-880 in North Fremont to I-880 in South Fremont (Innovation District), as well as along Thornton Avenue (from Fremont Boulevard to Paseo Padre Parkway) and along Paseo Padre Parkway (from Thornton Avenue to Walnut Avenue).

- **Highway 101 Express Lanes Conversion Project, San Mateo County, CA**

Mr. Bodo was the Structures Inspector for this \$514 million, 22 mile project to convert existing High Occupancy Vehicle (HOV) lanes to Express Lanes along US-101 from US-101/Embarcadero Road Interchange to the US 101/ Whipple Interchange and construct new express lanes from the US 101/ Whipple Interchange to I-380 Interchange. The project was sponsored by San Mateo County Transportation Authority with Caltrans oversight. The scope of work included installing toll tag readers and FasTrak equipment, traffic monitoring equipment, overhead sign structures and road signage, as well as concrete median barrier construction and striping.

- **Fremont Blvd Widening Project, Phase II, City of Fremont, CA**

Structures Inspector for this road and bridge/culvert widening project. Project work included demolition and disposal of existing facilities – asphalt pavement & pedestrian path, concrete curb and gutter, fence, and drainage headwall; performed earthwork and roadway excavation; installed a new pedestrian bridge, extended a triple-box culvert bridge, constructed a new retaining wall, and installed slope and channel bed protection; installed new PCC curb and gutter, sidewalk, driveways, and gravel driveway conforms; installed hot mix asphalt pavement; installed bioretention areas and associated drainage; landscape and irrigation system; installed traffic striping and pavement markings, and signs; and raised utilities to final pavement elevation.

- **2019 Southern Region Project, Marin County Public Works**

Construction Inspector for \$2M project included pavement rehabilitation work on 3 roads in the Strawberry Neighborhood in southern Marin County. Beyond repaving, the three roads received

sidewalk improvements, accessibility features, bicycle safety upgrades, updated traffic striping and signage, improved drainage infrastructure, and a radar speed feedback sign. The improvement project was covered by the County's Road and Bridge Rehabilitation Fund and the CA Senate Bill 1 (SB1) funding.

- **2017 Storm Damage Slide Repair Project, City of San Rafael**
 Construction Inspector for this FEMA funded project repair storm damage slides at three locations within the City. The damage for storms in 2017 were repaired through three separate construction projects in 2018 & 2019. The project rebuilt existing failed slopes, added retaining walls, repaired damaged drainage systems & roadways, and worked closely with adjacent impacted residents. Park Engineering provided construction inspection services for all three projects.
- **I-880 Express Lane Conversion Project, MTC - BAIFA**
 Structures Inspector for the project that converted the existing I-880 HOV lanes from Hegenberger Road to Dixon Landing Road. The conversion involved lane striping and installing sign gantries, signs, FasTrak® toll tag readers, traffic monitoring video cameras, a data communications network and CHP observation areas. Project work resulted in 51 express lane miles from Oakland to Milpitas. This project was coordinated with Caltrans' project to replace the median barrier on I-880 with an approximate construction cost of \$45M, funded by BAIFA using local funds.
- **I-680 Contra Costa South Express Lane Project, MTC - BAIFA**
 Structures Inspector for the project that converted existing HOV lanes to express lanes on I-680 from Alcosta Rd. and Livorna Rd. (NB) and from Rudgear Rd. to Alcosta Blvd. (SB). The conversion included striping lanes and installing overhead and roadside signage, FasTrak® toll tag readers, and traffic monitoring equipment. Concrete barrier modifications were required for the lane reconfiguration. The estimated construction cost was \$19.2 million was fully funded by BAIFA using local funds. As Structures Inspector, Mr. Bodo provided field inspection for all structural work items.
- **Poplar Corridor Safety Improvement Project, City of San Mateo, CA**
 The project constructed a median island on Poplar Ave from Amphlett Blvd to Idaho St, as well as traffic calming improvements along Humboldt St. from Peninsula Ave to E. Poplar Ave as a result of the traffic diversion. Traffic calming improvements include: bulbouts at College/ Humboldt intersection and mid-block in front of the court house, landscaping with new trees, pedestrian level lighting, radar feedback signs, and signal upgrades at Humboldt/Poplar. Mr. Bodo performed construction inspection and daily documentation of contractor's activities; assisted RE with submittal reviews and RFI correspondence; plan review and compliance of project plans and specifications; monitoring traffic control, pedestrian safety, and residential noise regulations; monitoring permitting compliance; and SWPPP inspection.
- **Hercules Intermodal Transit Center San Francisco Bay Trail Project Phase 1
 City of Hercules, Contra Costa County, Field Inspector**
 This \$6 million dollar project included the construction of four large soil nail retaining walls with architectural finishes, new sewer and storm drains, a 48" culvert for a brackish stream, and an asphalt pedestrian trail to complete a gap in the San Francisco Bay Trail between the cities of Rodeo and Pinole. The two biggest challenges of this project were working in close proximity to a very busy Union Pacific Railway shared by Amtrak, and also two active fuel lines owned by Shell Oil and Kindermorgan. Mr. Bodo's responsibilities included, construction inspection, daily documentation of the contractor's activities, scheduling materials testing at on and off site locations, ensuring contractor adherence to all involved agency regulations, contract designs and specifications.
- **South Sacramento Corridor Phase 2 Aerial Structures Contract, Sacramento Regional Transit District (SACRT), Sacramento, CA. Quality Control Inspector/Office Engineer**
 Mr. Bodo provided construction management, inspection, and quality control support services on this MCM Construction/Sacramento Regional Transit District structures project. The scope of this

\$15.7 million project included the construction of two reinforced concrete post tensioned box girder light rail aerial structures over Morrison Creek/Union Pacific Railroad (UPRR) facilities and Consumnes River Boulevard. These structures were constructed on eight to ten foot diameter CIDH piles using synthetic drill slurries to displace the present ground water. Mr. Bodo's responsibilities included: submittal review for contract compliance; scheduling materials testing at on- and off-site locations; conducting pre-job construction activity meetings with the General Contractor and subcontractors; writing daily and monthly project status reports; quality control; reviewing and processing construction for project design submittals and ensuring forms are per existing plans and specifications; administering contractor's work and ensuring compliance with submitted approved contract documents; inspecting the work site; monitoring the project budget and schedule; and checking project plans and approved shop drawings to verify authenticity of project plans.

- **San Bruno Grade Separation Program, Peninsula Corridor Joint Powers Board, San Bruno, CA. Assistant Structures Representative**

The scope of this \$90 million project required raising the railroad in a retained embankment and lower roadways crossing the Caltrain right-of-way from just south of the I-380 flyover to approximately San Felipe Road in San Bruno. The at-grade vehicular crossings were eliminated at San Bruno Avenue, San Mateo Avenue, and Angus Avenues and the existing San Bruno Caltrain station was relocated onto an elevated structure at San Bruno and San Mateo Avenues. Mr. Bodo's responsibilities included: construction inspection and daily documentation of contractor's activities; assisting the Resident Engineer with submittal reviews and RFI correspondence; plan review and compliance of project plans and specifications; monitoring traffic control, pedestrian safety, and residential noise regulations; monitoring permit compliance with regulatory agencies; and Stormwater Pollution Prevention Program (SWPPP) inspection.

- **Charles Hill/ Honey Hill/ Miner Road Pavement Rehabilitation, City of Orinda, Orinda, CA. Construction Inspector**

The project scope of work included: reconstructing failing pavement by grinding and placing overlay; constructing roadway improvements to help stabilize the roadway; installing new striping and pavement markings; and providing traffic control and public outreach for nearby businesses. Mr. Bodo provided inspection and field observation for this pavement overlay project and his responsibilities included: daily reporting, inspection, and documentation for the entire project; submittal review; RFI and contractor correspondence; permit compliance monitoring; and coordinating, monitoring, and reviewing all materials testing and inspection.

- **Dumbarton Bridge Maintenance, California Department of Transportation, District 59, (Caltrans), Menlo Park and Fremont, CA. Assistant Resident Engineer**

Assisted Caltrans by providing night-time bridge maintenance on the Dumbarton Bridge requiring multiple highway lane closures. Our scope included: joint seal replacement; AC patches replaced with polyester concrete; Methacrylate deck treatment; chipping out areas of unsound concrete in the deck; and replacing unsound concrete with high strength grout. Mr. Bodo provided construction management and inspection for this Caltrans District 59 bridge maintenance project. His responsibilities included: locating, identifying, and quantifying the removal and rapid set repair of unsound concrete; inspecting the polyester overlay of various bridges, overcrossings, under crossings, and separation locations; and inspecting the joint replacement operations.

- **Caltrans District 59, San Mateo and Burlingame, CA. Assistant Structures Representative**

The scope of this \$120 million project included: constructing six sound walls on both sides of Highway 101; replacing Mount Diablo Avenue Pedestrian Overcrossing and Peninsula Avenue Overcrossing; constructing a new POC at Broadway Avenue; adding auxiliary lanes in both directions of Highway 101. Mr. Bodo's responsibilities included: sound wall and retaining wall construction; the

Peninsula Avenue Overcrossing construction, including falsework and pile driving; resolving design conflicts; and tracking monthly quantities.

- **Highway 1/17 Interchange Widening for Merge Lanes, California Dept of Transportation, District 59, (Caltrans), Santa Cruz, CA. Assistant Structures Representative**
The \$52 million project scope included constructing improvements to the Highway 1/17 interchange by adding merge lanes, widening the existing bridge structure, the addition of soundwalls, and landscaping that included redwoods, live oaks, and vines. His duties included; structures inspection, plan review and compliance of project plans and specifications; daily documentation of the contractor's activities, tracking of pay quantities, monitoring traffic control, pedestrian safety, and residential noise regulations.
- **Farrell Avenue Bridge Widening, City of Gilroy, Gilroy, CA. Assistant Resident Engineer/Field Inspector**
The Farrell Avenue Bridge project included: widening the existing bridge from 34-feet to 59-feet; widening sidewalks on both sides; upgrading the barrier railing to a Type 26 Modified concrete barrier; and adding an electrolier to the bridge for increased visibility for the traveling public. Mr. Bodo provided construction management, resident engineering, and inspection for this for this project that was constructed in compliance with Caltrans standards. Mr. Bodo's primary role was field inspector, but because the Resident Engineer (RE) was part-time, Mr. Bodo assisted with many of the RE responsibilities including: tracking submittals and monthly pay estimates; writing letters, RFI responses, contractor correspondence, and submittal review; and performing safety and Stormwater Pollution Prevention Program (SWPPP) inspections.
- **I-880/Coleman Avenue Interchange Project, Santa Clara Valley Transportation Agency (VTA), San Jose, CA. Senior Construction Inspector**
The \$48.3 million project scope included: replacing the Coleman Avenue Overcrossing Bridge; replacing the Southbound 880 Tunnel On-ramp; and installing \$4.4 million of electrical construction. Mr. Bodo provided construction management and structures inspection for this VTA interchange project, which was funded by Federal Authorization (ACIM 8801), along with VTA, City of San Jose, and Caltrans. His responsibilities included: field inspection of electrical construction; submittal reviews; safety; change order management; and assisting the Resident Engineer with writing letters, RFI responses, contractor correspondence, and submittal review.
- **State Route 87 Widening Project, California Department of Transportation, District 4, (Caltrans), Santa Clara County, CA. Structures Inspector**
The \$18.6 million project scope included constructing numerous retaining walls and a bridge widening along State Route 87 from State Route 280 to State Route 85. Mr. Bodo's duties included structures inspection, daily documentation of the contractor's activities, plan review and compliance of project plans and specifications, monitoring traffic control, and safety.
- **State Route 237/880 Interchange Project Stage C Phase II, Santa Clara Valley Transportation Agency (VTA), San Jose, CA. Assistant Structures Representative**
The \$23.5 million SR 237/880 Interchange Project Stage C Phase II was part of VTA's Measure B Transportation Improvement Program (an ambitious \$550 million highway program comprised of ten projects with improvements on almost every major freeway within Santa Clara County). Project work included high occupancy vehicle (HOV) connector bridges and ramp separator bridges that were cast-in-place box girder type construction. Mr. Bodo's responsibilities included: structure inspection; submittal review; safety; and grade check surveys.

- **Southbay Expressway Toll Road Project, California Transportation Ventures, Chula Vista, CA.
Structures Oversight Inspector**

The Otay River Bridge is a $\frac{3}{4}$ -mile long, 18-story-high, pre-cast segmental bridge crossing the Otay River Valley and was part of the \$635 million, 12-mile long, Southbay Expressway Toll Road construction project that connected State Route 125 to I-905. Mr. Bodo provided construction management and structures inspection on this toll road project, constructed to Caltrans standards. His responsibilities included: structure oversight inspection of the contractor; construction inspection; quality assurance; and Stormwater Pollution Prevention Program (SWPPP) and safety inspections for the bridge work.



City of Benicia
Military West Pedestrian Bridge Replacement Project

Name/Classification	Rates		Hours			Total Regular Hours	Total Overtime Hours	Cost
	Regular Rate	Overtime Rate	Pre-Con	Construction	Close-out			
Staff								
Brian Fleck, PE Resident Engineer	\$ 234.20	\$ 234.20	20	150	16	186	0	\$ 43,562.03
Andy Bodo, EIT Construction Inspector	\$ 171.88	\$ 257.82	8	400	24	432	12	\$ 77,347.42
Direct Cost								
BSK Associates, Materials Testing	(Estimate - As Needed)							\$ 20,000.00
BASE BID TOTAL =								\$ 140,909.45

1. Rate includes vehicle, mobile phone, laptop and all equipment required to perform required duties.
2. Based on 50 working days.

1.1. [Recitals](#)

23-050

PROFESSIONAL SERVICES MASTER AGREEMENT

BETWEEN

CITY OF BENICIA AND

Park Engineering, Inc.

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

Recitals

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

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

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

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

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

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

2. [AGREEMENT](#)

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

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

- A. CONSTRUCTION MANAGEMENT
- B. INSPECTION SERVICES

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

#23-050

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

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

2.2. Term of Agreement

- A. This Agreement will conclude on February 28, 2026 unless it is extended in accordance with paragraph B below.
- B. This Agreement may be extended by mutual agreement of the parties hereto. Any extension shall be in written form, signed by both parties, and shall specify the length of the extension and compensation. The City Manager is authorized to approve the extension.

2.3. Required Licenses, Certificates and Permits

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

2.4. Compensation

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

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

2.5. Employee Wages; Records; Apprentices

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

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

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

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

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

2.6. Indemnification

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

indemnify and hold harmless the CITY from all Liabilities, that may at any time arise for any infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark or any other proprietary right of any person or persons in arising from or relating to CONTRACTOR's services provided to the CITY under this Agreement.

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

2.7. Indemnification and General Liability

- A. To the fullest extent allowed by law (including without limitation California Civil Code Sections 2782 and 2782.8), Consultant shall defend, indemnify, and hold harmless City, its officers, City Council, directors, officials, agents employees, and volunteers (collectively "Indemnitees") from and against any and all claims, suit, action, loss, cost, damage, injury (including, without limitation, economic harm, injury to or death of an employee of Consultant or its Subconsultants) expense and liability of every kind, nature, and description, at law or equity, that arises out of, pertain to, or relate to (including without limitation, incidental and consequential damages, court costs, attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) any negligence, recklessness, or willful misconduct of Consultant, any Subconsultant, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities"). Such obligations to defend, hold harmless and indemnify and Indemnitee shall not apply to the extent that such Liabilities are caused in whole or in part by the sole negligence active negligence, or willful misconduct of such Indemnitee but shall apply to all other Liabilities.
- B. Consultant shall defend (including providing legal counsel reasonably acceptable to City at no cost to City), indemnify and hold harmless the Indemnitees from all loss, cost, damage, expense, suit, liability or claims, in law or in equity, including attorneys' fees, court costs, litigation expenses and fees of expert consultants or expert witnesses, that may at any time arise for any infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark or any other proprietary right of any person or persons in consequence of the use by City, or any of the other Indemnitees, of articles or Services to be supplied in the performance of this Agreement.

2.8. Standard of Performance

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

2.9. Ownership and Maintenance of Documents

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

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

2.10. Suspension of Work

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

2.11. Termination

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

2.12. Nondiscrimination

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

2.13. Conflict of Interest

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

2.14. Independent Contractor

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

2.15. Compliance With Laws

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

2.16. Choice of Law

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

2.17. Enforceability; Interpretation

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

2.18. Integration

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

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

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

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

#23-050

2.20. Financial Records

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

2.21. Non-Waiver

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

2.22. Notices

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

To City: Kyle Ochenduszko

Public Works Director

kochenduszko@ci.benicia.ca.us

To Contractor: Jaemin Park

PE

jpark@park-eng.com

2.23. Non-Liability

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

2.24. Execution

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

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

3. SCOPE OF WORK

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

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

1. Construction Management and Inspection Services

Tasks including, but not limited to, the following:

A. Construction Management:

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

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

#23-050

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

B. Construction Inspection:

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

4. INSURANCE REQUIREMENTS

4.1. INSURANCE REQUIREMENTS

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

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

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

4.3. Insurance Requirements: Commercial General Liability Insurance

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

4.4. Business Automobile Liability Insurance

Automobile Liability Insurance against claims of Personal Injury (including bodily injury and death) and Property Damage covering any vehicle and/or all owned, leased, hired and non-owned vehicles used in

the performance of Services pursuant to this Agreement with coverage equal to the policy limits, which shall be at least two million dollars (\$2,000,000) each occurrence.

4.5. [Workers' Compensation Insurance](#)

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

4.6. [Professional Liability Insurance](#)

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

4.7. [Self-Insured Retention](#)

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

4.8. [Claims-Made Basis Coverage](#)

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

4.9. [Insurance terms and conditions:](#)

3.1 [Cancellation of Insurance](#)

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

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

#23-050

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

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

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

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

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

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

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

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

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

“Park Engineering, Inc.”

By: Jaemin Park
Jaemin Park

Its: President/CEO

“City”

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

Its: Interim City Manager

“Department”

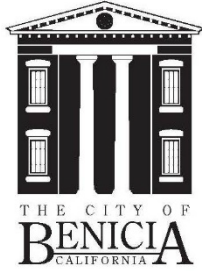
DocuSigned by:
By: Kyle Ochenduszyko
2AA567697FAB4EF...

Its: Public Works Director

“City Attorney”

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

Its: City Attorney



AGENDA ITEM
CITY COUNCIL MEETING DATE – MARCH 17, 2026
CONSENT CALENDAR

TO : City Manager

FROM : Public Works Director

SUBJECT : **APPROVAL OF SECOND AMENDMENT TO TASK ORDER NO. 2 WITH UNICO ENGINEERING, INC. FOR CONSTRUCTION MANAGEMENT SERVICES FOR THE 2025 CITYWIDE PAVEMENT REHABILITATION AND BICYCLE AND PEDESTRIAN IMPROVEMENTS PROJECT**

EXECUTIVE SUMMARY:

The City has a Master Professional Engineering Services Agreement (Agreement) with Unico Engineering, Inc. (Unico) for on-call construction management and inspection services for engineering projects. A second amendment to Task Order No. 2 is necessary to close out this portion of the 2025 Citywide Pavement Rehabilitation and Bicycle and Pedestrian Improvements Project (Project).

RECOMMENDATION:

Adopt a resolution (Attachment 1) approving the second amendment to Task Order No. 2 (Attachment 2) of the Master Professional Construction Management Agreement (Attachment 3) with Unico for construction management services for the Project and authorize the City Manager to execute the Amendment on behalf of the City.

BUDGET INFORMATION:

Task Order No. 2 needs to be amended to add \$62,226.33 in additional funds bringing the total of the task order to \$332,136.46. The Project is budgeted in the Road Maintenance and Rehabilitation Account (RMRA) Fund 3118095-7404 Project 811000 and sufficient funds are available.

BACKGROUND:

On March 6, 2023, the City entered into a Master Professional Engineering Services Agreement with Unico for on-call construction management and inspection services for engineering-related projects.

Task Order No. 2 was approved by Council on May 6, 2025, in the amount of \$212,968.34. The first amendment to Task Order No. 2 was approved by Council on September 16, 2025, adding an additional amount of \$56,941.79 to cover additional

scope items including construction management and inspection services for the rehabilitation of Park Road and portions of Reservoir Road.

Construction was substantially completed in fall 2025; however, a second amendment to Task Order No. 2 is necessary to complete Project closeout. During construction, extended coordination and construction management efforts were required due to performance and coordination challenges involving several subcontractors, as well as weather-related delays that extended the construction schedule and closeout period beyond original projections. These factors necessitated additional construction management services to support ongoing contractor coordination, punch list completion, and post-construction closeout activities. Approval of an amendment in the amount of \$62,226.33 is requested to fund these additional services and finalize Project closeout.

NEXT STEPS:

If approved, the second amendment to Task Order No. 2 will be executed, and Project closeout work can continue.

ALTERNATIVE ACTIONS:

None.

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

1. Resolution - Second Amendment to Task Order No. 2 - Unico Engineering, Inc. for Construction Management Services for the FY 2025 Citywide Pavement Rehabilitation and Bicycle and Pedestrian Improvements Project
2. Second Amendment to Task Order No. 2 - Unico Engineering, Inc.
3. Task Order No. 2 and Original Master Professional Agreement - Unico Engineering, Inc.

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

RESOLUTION NO. 26-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA APPROVING A SECOND AMENDMENT TO TASK ORDER NO. 2 WITH UNICO ENGINEERING, INC. FOR CONSTRUCTION MANAGEMENT SERVICES FOR THE 2025 CITYWIDE PAVEMENT REHABILITATION AND BICYCLE AND PEDESTRIAN IMPROVEMENTS PROJECT AUTHORIZING THE CITY MANAGER TO EXECUTE THE AMENDMENT ON BEHALF OF THE CITY

WHEREAS, the City has a Master Professional Engineering Services Agreement (Agreement) with Unico Engineering, Inc. (Unico) for on-call construction management and inspection services; and

WHEREAS, Task Order No. 2 for construction management and inspection services associated with the 2025 Citywide Pavement Rehabilitation and Bicycle and Pedestrian Improvements Project was approved by City Council on May 6, 2025, in the amount of \$212,968.34; and

WHEREAS, the first amendment to Task Order no. 2 was approved by City Council on September 16, 2025, adding an additional amount of \$56,941.79 to cover additional out of scope items; and

WHEREAS, in order to close out this project, a second amendment to Task Order No. 2 is needed in the amount of \$62,226.33 for punch list items and post-construction tasks for project close-out bringing the total of the task order to \$332,136.46; and

WHEREAS, the construction management portion of the project is budgeted in the Road Maintenance and Rehabilitation Account (RMRA) Fund 3118095-7404 Project 811000 and sufficient funds are available.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Benicia does hereby adopt a resolution approving the second amendment to Task Order No. 2 of the Master Professional Construction Management Agreement with Unico Engineering, Inc. for construction management services for the 2025 Citywide Pavement Rehabilitation and Bicycle and Pedestrian Improvements Project and authorize the City Manager to execute the Amendment on behalf of the City.

On motion of Council Member _____, seconded by Council Member, the above Resolution was adopted by the City Council of the City of Benicia at a regular meeting of said Council held on the 17th day of March 2026 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Steve Young, Mayor

Attest:

Lisa Wolfe, City Clerk

Date

SECOND AMENDMENT TO TASK ORDER NO. 2

This SECOND Amendment to Task Order No. 2, entered into March 17, 2026, by and between the City of Benicia, a municipal corporation (hereinafter "CITY") and UNICO Engineering, Inc., a Corporation, with its primary office located at 1485 Civic Court, Suite 1500, Concord, CA 94520, (hereinafter "CONTRACTOR"), is made with reference to the following:

1. Recitals

A. On March 6, 2023, an agreement identified as Contract ID # 23-051 was entered into by and between CITY and CONTRACTOR, ("Agreement"); and

B. CITY and CONTRACTOR desire to modify Task Order No. 2 on the terms and conditions set forth herein in Exhibit A – Proposal dated January 12, 2026.

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 April 30, 2026.

2.2. Compensation

Compensation paragraph of the Agreement is modified to: This contract is being increased in the amount of \$62,226.33, for a new total amount not to exceed \$332,136.46.

2.3. End of Amendments


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

IN WITNESS WHEREOF, the parties hereto have caused the modification of Agreement to be executed on March 17, 2026.

[SIGNATURES ON THE FOLLOWING PAGE]

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

“UNICO Engineering, Inc.”

By:  _____

Its: President _____

“City”

By: _____

Its: _____

“City Attorney”

By: _____

Its: City Attorney _____

March 26, 2026

Neil Leary, P.E.
Deputy Public Works Director
City of Benicia
250 East L Street
Benicia, CA 94510

Re: Task Order No. 2 - Amendment 2 - Additional Funding Request for Construction Management and Inspection Services for the 2025 Citywide Pavement Rehabilitation & Pedestrian/Bicycle Safety Improvements Project (Project Nos. 22-04, 22-21, and 23-01)

Dear Neil,

UNICO Engineering, Inc. (UNICO) is submitting the attached request for Amendment 2 for additional funding for the above-mentioned project. As you may recall, this project was anticipated to be completed within 60 working days per the base contract. During construction, additional scope was added to the contract, which resulted in the issuance of Amendment 1. Contractor productivity, additional repair scope along East J Street, and weather impacts on surface treatment, striping, and final closeout have delayed the project's final acceptance. These variables have extended completion and the estimated cost beyond what was anticipated at the time of our proposal.

UNICO is requesting the issuance of Amendment 2 in the amount of \$62,226.33. The final project accounting would be as follows:

Base Contract:	\$212,968.34
Amendment 1:	\$56,941.79
Amendment 2 (Requested):	\$62,226.33
REVISED CONTRACT TOTAL:	\$332,136.46

Your consideration and approval of this request are appreciated. Please let me know if any additional information is required as a result of this request. Please feel free to contact me at 510-385-0506 or at cmelendez@unicoengineering.com.

Sincerely,



Carlos M. Melendez, PE
Contract Manager

C: D. Linsley, Sr. Civil Engineer
Project File

Encl.: Cost Proposal – Amendment 2

City of Benicia
Construction Management Services
for
2025 Citywide Pavement Rehabilitation &
Pedestrian/Bicycle Safety Improvements Project
Cost Proposal - Amendment 2

		UNICO ENGINEERING						Geocon						Total Services	
		Carlos Melendez, PE PIC / Resident Engineer	Jenna Castro, PE Construction Manager	Taide Enrile, EIT Asst. Resident Engineer / Office Engineer	Office Engineer	Construction Inspector	Construction Inspector (OT)	Principal Engineer	Senior Engineer/Geologist	Project Engineer/Geologist	Sr. Staff Engineer/Geologist	Field Technician/Special Inspector (PW Grp 4)	Field Technician/Special Inspector (PW Grp 3)		Admin/Dispatch
Direct Labor Rate		\$ 97.25	\$ 90.00	\$ 59.00	\$ 37.00	\$ 65.00	\$ 97.50	\$ 75.00	\$ 57.50	\$ 45.00	\$ 40.00	\$ 40.84	\$ 46.81		\$ 30.00
Overhead Rate		135.75%						185.82%							
Fee		10%						10%							
Bill Rate		\$252.19	\$233.39	\$153.00	\$95.95	\$168.56	\$252.84	\$240.00	\$185.00	\$155.00	\$145.00	\$140.00	\$150.00	\$90.00	
Task #	Task Description	Hours						Hours							
1	Constructability Review and Pre-Construction Services	16		40	40	20									\$ 17,364.40
2	During Construction Services	28		112	280	560									\$ 145,457.99
3	Post-Construction Services	24		40	60	20									\$ 21,300.96
4	Material Testing							4	4	2	8	32	104	6	\$ 23,790.00
AMDMT 1 - Task 2	During Construction Services		50		90	190									\$ 52,331.79
AMDMT 1 - Task 4	Material Testing											4	12		\$ 2,360.00
AMDNT 2 - Task 1	Constructability Review and Pre-Construction Services														\$ -
AMDMT 2 - Task 2	During Construction Services	8	40		120	160	49								\$ 62,226.33
		76	90	192	590	950	49	4	4	2	8	32	104	6	\$ 207,913.34

Other Direct Costs	
Material Testing (Soil & Aggregate Base)	\$ 1,100.00
Material Testing (Concrete)	\$ 350.00
Material Testing (HMA)	\$ 1,175.00
Material Testing (Microchip Aggregate)	\$ 2,430.00
Amendment 1 - Material Testing (HMA)	\$ 750.00
Amendment 1 - Material Testing (Microchip Aggregate)	\$ 1,500.00
Total Other Direct Costs	\$ 7,305.00

Base Contract:	\$ 212,968.34
Amendment 1:	\$ 56,941.79
Amendment 2:	\$ 62,226.33
Contract Total:	\$ 332,136.46

FIRST AMENDMENT TO TASK ORDER NO. 2

This FIRST Amendment of Task Order No. 2, entered into September 16, 2025, by and between the City of Benicia, a municipal corporation (hereinafter "CITY") and UNICO Engineering, Inc., a Corporation, with its primary office located at 1485 Civic Court, Suite 1500, Concord, CA 94520, (hereinafter "CONTRACTOR"), is made with reference to the following:

1. Recitals

A. On March 6, 2023, an agreement identified as Contract ID # 23-051 was entered into by and between CITY and CONTRACTOR, ("Agreement"); and

B. CITY and CONTRACTOR desire to modify Task Order No. 2 on the terms and conditions set forth herein in Exhibit A – Proposal dated August 26, 2025.

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

2. Amendments

2.1. Compensation

Compensation paragraph of the Agreement is modified to: This contract is being increased in the amount of \$56,941.79, for a new total amount not to exceed \$269,910.13.

2.2. End of Amendments

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

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

[SIGNATURES ON THE FOLLOWING PAGE]

Title: ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR ENGINEERING, STORMWATER, FACILITIES, AND PARKS PROJECTS #23-051

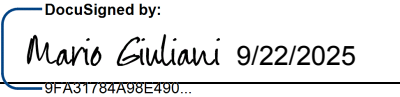
IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day first mentioned above.

“UNICO Engineering, Inc.”

By:  _____

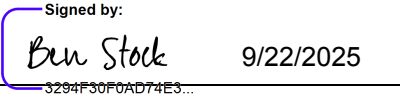
Its: President

“City”

By:  _____
9FA31784A98E490...

Its: City Manager

“City Attorney”

By:  _____
5294F30F0AD74E3...

Its: City Attorney



August 26, 2025

Neil Leary, PE
Deputy Public Works Director / City Engineer
Public Works Department
City of Benicia
250 East L Street
Benicia, CA 94510

**Subject: Proposal to Provide Construction Management Services for the
2025 Pavement Treatment and Ped/Bike Safety Improvements Project – Contract
Amendment 01**

Dear Neil,

Thank you for the opportunity to provide continued construction management services for the 2025 Pavement Treatment and Ped/Bike Safety Improvements Project. We understand that the City is seeking to extend the services of the existing contract by adding scope to the construction contract, which includes roadway and surface treatment improvements. The attached proposal outlines the additional cost required for the corresponding tasks to meet the goals of your project as we understand them. The scope of work remains unchanged.

This proposal and estimate are based on the estimated level of effort required for the scope based on UNICO's similar work experience.

As the President of UNICO, I am authorized to bind the company for the execution of the Amendment with the City and can be reached at cesar@unicoengineering.com or at 530.903.9023. Principal-in-Charge/Resident Engineer, Carlos Melendez, is also available to answer questions and can be reached at 510.385.0506 or via email at cmelendez@unicoengineering.com. We look forward to continuing services for the City on this project.

Sincerely,
UNICO Engineering, Inc.

A handwritten signature in blue ink, appearing to read 'Cesar Montes de Oca', written over a light blue horizontal line.

Cesar Montes de Oca, PE
President



PROJECT UNDERSTANDING

Amendment 1 will include roadway improvement work on Park Road and Reservoir Road performed by the contractor, Terocons, as change order work to the existing contract. On Park Road, the contractor will install the 3-layer pavement treatment on approximately 10,000 SY between Elm Street and Bayshore Road, excluding 700 lineal feet of recently rehabilitated Park Road, which will only receive the wearing course treatment. Work will also include localized digouts (approximately 6,000 SF), pavement striping, and wedge grinding at the curb and gutter. Utilities will be raised to grade (2 manholes, 8 valves, and 6 monument markers). On Reservoir Road, 4” mill and fill an approximately 150-foot segment starting 700’ south of Lake Herman Road, including striping.

AMENDMENT 1 - TIME AND MATERIALS FEES FOR ADDITIONAL PROFESSIONAL SERVICES

<i>TASK 2 – DURING CONSTRUCTION SERVICES</i>	<i>\$52,331.79</i>
<i>TASK 4 – MATERIALS TESTING</i>	<i>\$2,360.00</i>
<i>OTHER DIRECT COSTS</i>	<i>\$2,250.00</i>
<i>TOTAL</i>	<i>\$56,941.79</i>

Please see the attached cost proposal for estimated hours and rates.



Construction Management Services for 2025 Citywide Pavement Rehabilitation & Pedestrian/Bicycle Safety Improvements Project Amendment 01

		UNICO ENGINEERING					Geocon								
		Carlos Melendez, PE PIC / Resident Engineer	Jenna Castro, PE Construction Manager	Mason Ciari Office Engineer	Audie Reynolds Construction Inspector	Construction Inspector (OT)	Principal Engineer	Senior Engineer/Geologist	Project Engineer/Geologist	Sr. Staff Engineer/Geologist	Field Technician/Special Inspector (PW Grp 4)	Field Technician/Special Inspector (PW Grp 3)	Admin/Dispatch		
		Bill Rate	\$252.19	\$233.39	\$95.95	\$168.56	\$252.84	\$240.00	\$185.00	\$155.00	\$145.00	\$140.00	\$150.00	\$90.00	
Task #	Task Description	Hours					Hours							Total Services	
1	Constructability Review and Pre-Construction Services														\$ -
2	During Construction Services		50	90	190										\$ 52,331.79
3	Post-Construction Services														\$ -
4	Material Testing										4	12			\$ 2,360.00
		0	50	90	190	0	0	0	0	0	4	12	0		\$ 54,691.79

Other Direct Costs	
Material Testing (Soil & Aggregate Base)	
Material Testing (Concrete)	
Material Testing (HMA)	\$ 750.00
Material Testing (Microchip Aggregate)	\$ 1,500.00
Total Other Direct Costs	\$ 2,250.00

\$ 56,941.79

CITY OF BENICIA

250 East L Street, Benicia, CA 94510

TASK ORDER NO. 2

MASTER AGREEMENT FOR PROFESSIONAL SERVICES

UNICO Engineering, Inc.

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

Task: Construction Management Services - 2025 Citywide Pavement Rehabilitation and Bicycle and
Pedestrian Improvements Project

1. Task Order

1.1. Purpose

The purpose of this TASK ORDER is to authorize and direct CONTRACTOR to proceed with the work specified in Exhibit A of this TASK ORDER, in accordance with the provisions of the AGREEMENT identified as Contract #23-051 between the parties hereto dated March 6, 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: May 6, 2025

Completion Date: December 31, 2025

1.4. Compensation And Payment

Compensation shall be on a specific rate of compensation basis as provided in the AGREEMENT identified as Contract #23-051 between the parties hereto dated March 6, 2025. The cost of the work authorized by this TASK ORDER is not to exceed \$212,968.34. 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.

Attachment 3 - Task Order No. 2 - Unico Engineering, Inc.

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

#23-051

1.6. Items and Conditions

All items and conditions contained in the AGREEMENT identified as Contract #23-051 dated March 6, 2025, between the City of Benicia and UNICO Engineering, Inc. are incorporated herein by reference.

EXECUTED May 6, 2025

Attachment 3 - Task Order No. 2 - Unico Engineering, Inc.

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

#23-051

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

“UNICO Engineering, Inc.”

By: 

Its: President

“City”

By: DocuSigned by:
Mario Giuliani 5/16/2025
9FA31784A98E490...

Its: City Manager

“Department”

By: DocuSigned by:
Danielle Bonham 5/15/2025
EE90AF208EE8438...

Its: Public works director

“City Attorney”

By: Signed by:
Ben Stock 5/16/2025
3294F30F0AD74E3...

Its: City Attorney



EXHIBIT A

April 3, 2025

Neil Leary, PE
Deputy Public Works Director / City Engineer
Public Works Department
City of Benicia
250 East L Street
Benicia, CA 94510

**Subject: Proposal to Provide Construction Management Services for the
2025 Pavement Treatment and Ped/Bike Safety Improvements Project**

Dear Neil,

Thank you for the opportunity to provide a proposal for construction management services for the 2025 Pavement Treatment and Ped/Bike Safety Improvements Project. We understand that the City is seeking an experienced construction management firm with materials testing to deliver this roadway improvement project with the initial task of a constructability review, construction administration and field inspection. The attached proposal outlines the specific work effort required to meet the goals of your project as we understand them.

This proposal and estimate are based on the level of effort required for a project of this size and scope based on UNICO's similar work experience. It is anticipated that materials testing will be required and Geocon has been added to the UNICO team for the delivery of this project. UNICO and Geocon have significant teaming experience and are well-practiced in delivering projects of this nature. UNICO is committed to providing document control in compliance with the Caltrans Local Assistance Procedure Manual (LAPM) for this project.

As the President of UNICO, I am authorized to bind the company into a contractual relationship with the City and can be reached at cesar@unicoengineering.com or at 530.903.9023. Principal-in-Charge/Resident Engineer, Carlos Melendez, is also available to answer questions and can be reached at 510.385.0506 or via email at cmelendez@unicoengineering.com. We look forward to working with the City again this year to deliver this project.

Sincerely,
UNICO Engineering, Inc.

A handwritten signature in blue ink, appearing to read 'Cesar Montes de Oca', is written over a light blue horizontal line.

Cesar Montes de Oca, PE
President



PROJECT UNDERSTANDING

The project consists of roadway improvements to install pavement treatments consisting of 3 and 2 layer types, micro-chip-slurry on Military West from First Street to Mary Farmar Elementary School Entrance Driveway. Work will also include localized dig outs and pavement striping. Frontage improvements are to be installed on Military West between West 3rd and West 5th including a small retaining wall. Pedestrian crossing improvements at five intersections including Military West at West 3rd, Southampton at Hastings, Kearney at Rose, Military East at East 5th, and Kearney mid-block including bulb-outs, rectangular rapid flashing beacons (RRFB's), high-visibility crosswalks, and ADA-compliant curb ramps. The project will be governed by the Contract Documents and the Caltrans Standard Specifications, 2023 edition.

UNICO understands that construction is anticipated to begin in the middle of July 2025 and is to consist of 70 working days with a estimated construction cost of approximately \$2-million.

TASK 1: CONSTRUCTABILITY REVIEW / PRE-CONSTRUCTION SERVICES

1. Provide a constructability review of the project plans and specifications.
2. Coordinate, conduct, and attend meeting(s) with utility companies;
3. Coordinate, conduct, and attend public outreach sessions;
4. Provide support in the pre-bid, advertise, bid analysis and award of the project;
5. Coordinate, facilitate, conduct, and attend the pre-construction conference;
6. Review the City's QAP;
7. Prepare a project-specific Materials Testing Plan;
8. Create a Materials Testing Log for compiling materials testing results grouped by material;
9. Establish the digital file structure and electronic daily reporting tools for project monitoring.

Deliverables: Constructability review comment log, Meeting agendas and minutes; Materials Testing Plan; electronic file structure

TASK 2: DURING CONSTRUCTION SERVICES

1. Assist in the administration of contract documents;
2. Monitor Project safety;
3. Coordinate and manage the Project public outreach efforts and engagement;
4. Provide communication and coordination between City, Contractor, and utility companies;
5. Coordinate with the Design Engineer to review the Contractor's submittals and requests for information;
6. Provide documentation and reporting in accordance with the Caltrans LAPM;
7. Maintain a daily inspector's report that records the hours worked by laborers and equipment. The report will include a narrative description of the Contractor's operation and location of work and any other pertinent information. Daily report forms will be in compliance with the Caltrans' Construction Manual;
8. Enforce labor compliance by preparing daily reports with required information, monitoring certified payrolls and doing spot check labor surveys and interviews;



9. Review Project environmental documentation and compliance of Water Pollution Control Plan (WPCP) in accordance with the Caltrans' Construction Manual. Coordinate routine inspections with City staff as needed;
10. Coordinate source inspection as required;
11. Provide review and inspection of Contractor's work for compliance with contract documents on a daily basis;
12. Monitor and document corrective actions taken by the Contractor needed for work deemed non-compliant with the contract documents;
13. Review Contractor's compliance with the regulatory permits and mitigation measures;
14. Coordinate environmental review and oversight with the City staff;
15. Review Contractor's compliance with workplace safety and health standards and notification of non-compliance;
16. Review Contractor's survey layouts;
17. Coordinate and monitor the Contractor's detours, lane closures, and staging plans;
18. Review and manage the Contractor's change orders;
19. Prepare cost estimate for potential contract changes;
20. Monitor force account work;
21. Review and manage insurance claims;
22. Review, manage, and negotiate potential claims/claims;
23. Provide review and analysis of the Contractor's construction Project management schedule;
24. Process monthly quantity verifications and the Contractor's pay estimates;
25. Prepare monthly status reports, including cost/schedule updates, issues, trends, and change orders;
26. Perform photo documentation of existing conditions, as well as Project progress by date and location;
27. Collaborate and negotiate in a timely fashion with the Contractor and City staff for any field revisions and project changes; and
28. Provide construction staking, layout, and survey verification (if necessary).

Deliverables: Project correspondence; submittals; RFIs; payment applications and quantity calculations; project photo documentation; Inspector daily reports; QA/QC documentation; labor compliance documentation

TASK 3: POST-CONSTRUCTION SERVICES

1. Coordinate and prepare final inspection and punch-list. Monitor and verify completion of punch list items;
2. Prepare Red-Line As-builts;
3. Prepare and make recommendations for final progress payment and acceptance;
4. Prepare final reporting in accordance with the Caltrans LAPM and City requirements;
5. Provide Project files to the City;
6. Transfer the hard copy and electronic project files for easy reference and accessibility by City Staff; and
7. Collaborate with the project stakeholders for final review and project acceptance.



Deliverables: Red line as-built drawings; complete electronic and hard copy project correspondence files; final project acceptance documentation

TASK 4: MATERIALS TESTING SERVICES

1. Sample native soils for laboratory testing;
2. Sample and perform laboratory compliance testing for aggregate materials;
3. Test and observe storm drain trench backfill and compaction;
4. Test and observe pavement subgrade and AB placement;
5. Test and observe rubberized hot mix asphalt (HMA) pavement construction;
6. Observe structural concrete placement (retaining wall/foundations). Measure slump, temperature, air content, and unit weight of freshly-mixed concrete. Cast, transport, cure and test concrete cylinders per QAP;
7. Provide on-going geotechnical engineering and materials testing consultation in the field throughout the duration of the project, as needed;
8. Coordination and dispatch of materials testing technician;
9. QA review field and laboratory testing reports;
10. Provide ongoing geotechnical and materials testing engineering consultation;
11. Review/Respond to contractor RFIs as-needed;
12. Review contractor and supplier submittals, as needed; and,
13. Prepare and submit required final reports.

Deliverables: Material test reports, final reports

TIME AND MATERIALS FEES FOR PROFESSIONAL SERVICES

TASK 1 – CONSTRUCTABILITY REVIEW & PRE-CONSTRUCTION SERVICES.....	\$17,364.40
TASK 2 – DURING CONSTRUCTION SERVICES.....	\$145,457.99
TASK 3 – POST-CONSTRUCTION SERVICES	\$21,300.96
TASK 4 – MATERIALS TESTING.....	\$23,790.00
OTHER DIRECT COSTS.....	\$5,055.00
TOTAL	\$212,968.34

Please see the attached cost proposal for estimated hours and rates.

SECOND AMENDMENT TO AGREEMENT

This SECOND Amendment of the Agreement, entered into May 6, 2025, by and between the City of Benicia, a municipal corporation (hereinafter "CITY") and UNICO Engineering, Inc., a Corporation, with its primary office located at 80 Blue Ravine Rd., Ste. 250, Folsom, CA 95630, (hereinafter "CONTRACTOR"), is made with reference to the following:

1. Recitals

A. On March 6, 2023, an agreement identified as Contract ID # 23-051 was entered into by and between CITY and CONTRACTOR, ("Agreement"); and

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

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

2. Amendments

2.1. Term of Agreement

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

2.2. Compensation

Compensation paragraph of the Agreement is modified to: This contract is being increased in the amount of \$400,000, for a new total amount not to exceed \$800,000.

2.3. End of Amendments

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

IN WITNESS WHEREOF, the parties hereto have caused the modification of Agreement to be executed on May 6, 2025.

[SIGNATURES ON THE FOLLOWING PAGE]

Attachment 2 - Second Amendment to Agreement - Unico Engineering, Inc.

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

#23-051

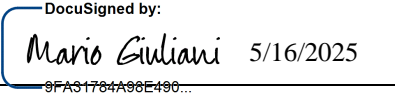
IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day first mentioned above.

“UNICO Engineering, Inc.”

By:  _____

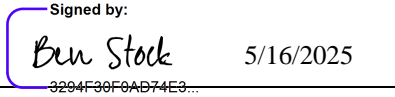
Its: President

“City”

By:  _____
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Its: City Manager

“City Attorney”

By:  _____
3294F30F9AD74E3...

Its: City Attorney

FIRST AMENDMENT TO AGREEMENT

This FIRST Amendment of the Agreement, entered into May 21, 2024, by and between the City of Benicia, a municipal corporation (hereinafter "CITY") and UNICO Engineering, Inc., a Corporation, with its primary office located at 1486 Civic Court, Suite 1500, Concord, CA 94520, (hereinafter "CONTRACTOR"), is made with reference to the following:

1. Recitals

A. On March 6, 2023, an agreement identified as Contract ID # 23-051 was entered into by and between CITY and CONTRACTOR, ("Agreement"); and

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

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

2. Amendments

2.1. Compensation

Compensation paragraph of the Agreement is modified to: This contract is being increased in the amount of \$200,000, for a new total amount not to exceed \$400,000.

2.2. End of Amendments

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

IN WITNESS WHEREOF, the parties hereto have caused the modification of Agreement to be executed on May 21, 2024.

[SIGNATURES ON THE FOLLOWING PAGE]

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

#23-051

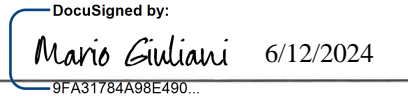
IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day first mentioned above.

“UNICO Engineering, Inc.”

By:  _____

Its: President

“City”

By:  _____
9FA31784A98E490...

Its: City Manager

“City Attorney”

By:  _____
3294F90F0AD74E3...

Its: City Attorney

1.1. [Recitals](#)

23-051

PROFESSIONAL SERVICES MASTER AGREEMENT

BETWEEN

CITY OF BENICIA AND

UNICO Engineering, Inc.

This Professional Services Master Agreement ("Agreement") is dated March 6, 2023, and is by and between the City of Benicia, a political subdivision of the State of California ("CITY") and UNICO Engineering, Inc., a California Corporation located at 1486 Civic Court, Suite 1500, Concord, CA 94520, licensed to do business in California, ("CONTRACTOR") relating to ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR ENGINEERING, STORMWATER, FACILITIES, AND PARKS PROJECTS Services ("Services").

Recitals

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

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

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

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

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

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

2. [AGREEMENT](#)

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

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

- A. CONSTRUCTION MANAGEMENT
- B. INSPECTION SERVICES

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

#23-051

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

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

2.2. Term of Agreement

- A. This Agreement will conclude on February 28, 2026 unless it is extended in accordance with paragraph B below.
- B. This Agreement may be extended by mutual agreement of the parties hereto. Any extension shall be in written form, signed by both parties, and shall specify the length of the extension and compensation. The City Manager is authorized to approve the extension.

2.3. Required Licenses, Certificates and Permits

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

2.4. Compensation

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

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

2.5. Employee Wages; Records; Apprentices

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

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

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

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

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

2.6. Indemnification

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

indemnify and hold harmless the CITY from all Liabilities, that may at any time arise for any infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark or any other proprietary right of any person or persons in arising from or relating to CONTRACTOR's services provided to the CITY under this Agreement.

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

2.7. Indemnification and General Liability

- A. To the fullest extent allowed by law (including without limitation California Civil Code Sections 2782 and 2782.8), Consultant shall defend, indemnify, and hold harmless City, its officers, City Council, directors, officials, agents employees, and volunteers (collectively "Indemnitees") from and against any and all claims, suit, action, loss, cost, damage, injury (including, without limitation, economic harm, injury to or death of an employee of Consultant or its Subconsultants) expense and liability of every kind, nature, and description, at law or equity, that arises out of, pertain to, or relate to (including without limitation, incidental and consequential damages, court costs, attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) any negligence, recklessness, or willful misconduct of Consultant, any Subconsultant, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities"). Such obligations to defend, hold harmless and indemnify and Indemnitee shall not apply to the extent that such Liabilities are caused in whole or in part by the sole negligence active negligence, or willful misconduct of such Indemnitee but shall apply to all other Liabilities.
- B. Consultant shall defend (including providing legal counsel reasonably acceptable to City at no cost to City), indemnify and hold harmless the Indemnitees from all loss, cost, damage, expense, suit, liability or claims, in law or in equity, including attorneys' fees, court costs, litigation expenses and fees of expert consultants or expert witnesses, that may at any time arise for any infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark or any other proprietary right of any person or persons in consequence of the use by City, or any of the other Indemnitees, of articles or Services to be supplied in the performance of this Agreement.

2.8. Standard of Performance

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

2.9. Ownership and Maintenance of Documents

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

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

2.10. Suspension of Work

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

2.11. Termination

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

2.12. Nondiscrimination

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

2.13. Conflict of Interest

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

2.14. Independent Contractor

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

2.15. Compliance With Laws

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

2.16. Choice of Law

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

2.17. Enforceability; Interpretation

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

2.18. Integration

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

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

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

2.20. Financial Records

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

2.21. Non-Waiver

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

2.22. Notices

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

To City: Kyle Ochendusko

Public Works Director

kochendusko@ci.benicia.ca.us

To Contractor: Carlos Melendez

Construction Manager

cmelendez@unicoengineering.com

2.23. Non-Liability

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

2.24. Execution

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

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

3. SCOPE OF WORK

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

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

1. Construction Management and Inspection Services

Tasks including, but not limited to, the following:

A. Construction Management:

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

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

B. Construction Inspection:

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

4. INSURANCE REQUIREMENTS

4.1. INSURANCE REQUIREMENTS

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

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

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

4.3. Insurance Requirements: Commercial General Liability Insurance

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

4.4. Business Automobile Liability Insurance

Automobile Liability Insurance against claims of Personal Injury (including bodily injury and death) and Property Damage covering any vehicle and/or all owned, leased, hired and non-owned vehicles used in

the performance of Services pursuant to this Agreement with coverage equal to the policy limits, which shall be at least two million dollars (\$2,000,000) each occurrence.

4.5. Workers' Compensation Insurance

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

4.6. Professional Liability Insurance

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

4.7. Self-Insured Retention

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

4.8. Claims-Made Basis Coverage

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

4.9. Insurance terms and conditions:

3.1 Cancellation of Insurance

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

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

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

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

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

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

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

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

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

#23-051

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

“UNICO Engineering, Inc.”

By:  _____

Its: Cesar Montes de Oca, President

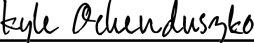
“City”

By: DocuSigned by:

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Its: Interim City Manager

“Department”

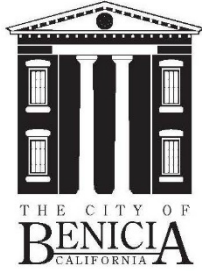
By: DocuSigned by:

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Its: Deputy Public Works Director - Utilities

“City Attorney”

By: DocuSigned by:

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Its: City Attorney



AGENDA ITEM
CITY COUNCIL MEETING DATE – MARCH 17, 2026
CONSENT CALENDAR

TO : City Manager

FROM : Public Works Director

SUBJECT : **SECOND AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF FAIRFIELD AND CITY OF BENICIA FOR COST SHARING OF THE LOPES ROAD PIPELINE RECONSTRUCTION PROJECT**

EXECUTIVE SUMMARY:

The City of Benicia’s (City) Raw Water Transmission Line (RWTL) on Lopes Road in the City of Fairfield (Fairfield), that delivers all drinking water to the City, was damaged on March 29, 2023 by rainstorms and subsequent landslide. A Memorandum of Understanding (MOU) was approved by City Council on December 19, 2023 that provides for sharing costs and resources between the City of Fairfield and City of Benicia on the Lopes Road Pipeline Reconstruction project. A First Amendment to the MOU to amend the cost sharing was approved by City Council on February 18, 2025. A Second Amendment to the MOU is recommended to update the payment terms to include the City providing an upfront deposit to Fairfield equal to 40% of the City’s portion of the project costs for design and construction. The cost sharing for soft costs (design, environmental clearance/permitting, and construction engineering/inspection) are allocated 75% to be paid by Fairfield and 25% to be paid by the City of Benicia.

RECOMMENDATION:

Move to adopt a resolution (Attachment 1) approving the Second Amendment to the Memorandum of Understanding between the City of Benicia and the City of Fairfield for cost sharing of the Lopes Road Pipeline Reconstruction Project (Attachment 2), and authorizing the City Manager to sign the Second Amendment on behalf of the City.

BUDGET INFORMATION:

It is estimated that the City’s cost will be \$3.6 million prior to Federal Emergency Management Agency (FEMA) reimbursement including design, environmental clearance/permitting, construction, construction management, and a 15% contingency. The City is required to remit an initial deposit to Fairfield within 60 calendar days of the full execution of the Second Amendment to the MOU in the amount of 40% of the City’s estimated share of project costs. This \$3.6M reconstruction project is included in the FY26 budget [\$3.2M in 7708022-7435 (Water Capacity Fund – Infrastructure); and \$400,000 in 7608021-7435 (Water Major Capital - Infrastructure).]

It is expected that FEMA reimbursement will cover 75% of eligible project costs, or approximately \$2.7 million. The State is expected to reimburse up to an additional 18.75%, or approximately \$675,000 and the City would be responsible for the remaining 6.25%, or approximately \$225,000. However, the City must initially pay the full estimated cost share of approximately \$3.6 million prior to reimbursement from FEMA and the State.

The MOU will provide for collaboration in sharing costs and resources, in accordance with California law and leveraging FEMA and State grant opportunities to enhance funding.

Fairfield will be the lead and will pay for design and construction costs along with other costs such as permitting, environmental, geotechnical, and construction management. Fairfield will submit invoices to the City for reimbursement based upon the cost share ratio, generally set at 75% to be paid by Fairfield and 25% for the shared cost items to be paid by City of Benicia unless specifically modified.

Both Cities declared local emergencies in order to seek assistance from the State and Federal government. In late March 2023, Governor Newsom announced that the White House approved the State's request for federal disaster assistance to support local response and recovery efforts. On June 9, 2023, Solano County was added to the list of counties eligible for disaster related assistance from the State and FEMA.

The City of Benicia and the City of Fairfield will submit for FEMA reimbursement for their respective items, as outlined in the MOU.

The City incurred approximately \$1.33M in costs associated with the temporary above-ground bypass, a related project, as further detailed in City Resolution No. 23-54 approved by this Council on June 6, 2023. The City submitted to FEMA for reimbursement of costs associated with the temporary bypass. In January 2025, the City received reimbursement in the total amount of \$1,250,073.60 (Federal portion \$1,000,058.88 and State portion \$250,014.72.)

BACKGROUND:

The City's Raw Water Transmission Line, which delivers all drinking water to the City, was damaged on March 29, 2023. The damage occurred when a hillside collapsed near I-680 and Gold Hill Road, just outside Benicia city limits. The slope failure caused a brief closure of I-680 on March 29, 2023.

City staff alerted the public that all residents and businesses should immediately reduce water use by 40% until further notice. In light of the emergency, the Interim City Manager/Emergency Services Director issued a Proclamation of Existence of a Local Emergency (Proclamation) on March 30, 2023, effective March 28, 2023. The City Council ratified the Proclamation within seven days, as required by law, on April 4, 2023 (Ratifying Resolution). Staff installed a temporary water bypass through the slope collapse, and Stage 2 water conservation (reduce water use by up to 20%) was declared on April 20, 2023. On June 6, 2023, the City announced the successful expansion of the temporary water bypass line to meet summer demand, and a reduction

in water conservation measures to 10% voluntary water conservation (Stage 1 water conservation). The bypass waterlines are a temporary solution that will provide the community with water until the primary pipeline can be repaired.

In addition to the City's RWTL suffering damage in March 2023 due to the hillside slope failure, Fairfield's 30-inch potable water line, other underground utilities, the hillside slope and a portion of Lopes Road also suffered damage. As a result, Lopes Road was closed to traffic.

The City will collaborate with Fairfield on the Lopes Road Pipeline Reconstruction Project as both cities experienced water pipeline damage in the same area and have a shared need for repair of the hillside slope and Lopes Road, and reconstruction of both cities' water pipelines.

Fairfield is taking the lead on the restoration project and has secured and is actively managing a consultant team that is performing design, geotechnical and environmental clearance/permitting work. The same consultant team will conduct the work for both cities. Fairfield will also prepare a grant deed and issue an easement to Benicia for the reconstructed RWTL within Fairfield's Lopes Road right of way.

The City of Benicia will be responsible for timely review of project design, geotechnical and environmental submittals along with reimbursement of cost share. The City will pay Fairfield for Benicia's share of the engineering costs including environmental clearance and permitting, grant deed and easement documents, and construction costs as defined in the MOU and First and Second Amendments to the MOU.

The restoration project is currently at 95% design stage and expected to be advertised for bids in April 2026. If a responsible bid is received, the project will be awarded by City of Fairfield and construction of the restoration project will begin in summer 2026.

NEXT STEPS:

The team continues to work on this restoration project and is committed to delivering safe water to the community. If the resolution is approved, the Second Amendment to the MOU will be routed for signature and collaboration with the City of Fairfield can continue on the permanent reconstruction.

ALTERNATIVE ACTIONS:

If Council does not adopt the attached resolution, the City of Benicia would conduct these project management tasks on its own without any cost sharing, thereby increasing the total project cost and delaying construction.

CEQA Analysis	Pursuant to Title 14, the California Code of Regulations, Section 15378(b)(5) of the California Environmental Quality Act ("CEQA") guidelines, the proposed action is an administrative activity of the City that will not result in direct or indirect physical changes to the environment.
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ATTACHMENTS:

1. Resolution - Second Amendment to MOU - Cost Sharing of Lopes Road Pipeline Reconstruction Project
2. Second Amendment to MOU - Cost Sharing of Lopes Road Pipeline Reconstruction 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
APPROVING A SECOND AMENDMENT TO THE MEMORANDUM OF
UNDERSTANDING BETWEEN THE CITY OF FAIRFIELD AND CITY OF BENICIA
FOR COST SHARING OF THE LOPES ROAD PIPELINE RECONSTRUCTION
PROJECT, AND AUTHORIZING THE CITY MANAGER TO SIGN THE SECOND
AMENDMENT ON BEHALF OF THE CITY**

WHEREAS, the City of Benicia's (City) 36-inch Raw Water Transmission Line (RWTL) on Lopes Road in the City of Fairfield (Fairfield), that delivers all drinking water to the City, was damaged on March 29, 2023 by rainstorms and subsequent landslide; and

WHEREAS, on March 30, 2023, when Council was not in session, the Interim City Manager/Director of Emergency Services by authority of California Government Code Sections 8630, 8550, et. seq., and Benicia Municipal Code Section 2.36.050, issued a Proclamation of Existence of a Local Emergency after finding that conditions of extreme peril to the safety of persons and property have arisen in the City, caused by severe hillside slope failure along Lopes Road caused by storm event flooding and stormwater runoff which damaged the City's Raw Water Transmission Line and other structures including roadways, which require actions to procure adequate water supply until the damage is repaired, and potentially other damage unknown at this time; and

WHEREAS, a temporary, above-ground bypass pipeline was engineered, and construction was completed on April 7, 2023 (Phase 1) and on May 26, 2023 (Phase 2); and

WHEREAS, permanent reconstruction of the RWTL is the next step to ensure the safety, functionality and well-being of the community; and

WHEREAS, the City will collaborate with Fairfield on the Lopes Road Pipeline Reconstruction Project as both cities experienced water pipeline damage in the same area and have a shared need for repair of the hillside slope and Lopes Road, and reconstruction of both cities' water pipelines; and

WHEREAS, on December 19, 2023, City Council approved a Memorandum of Understanding (MOU) between the Cities of Fairfield and Benicia was approved to provide for collaboration in sharing costs and resources, in accordance with California law and leveraging Federal Emergency Management Agency (FEMA) grant opportunities to enhance funding; and

WHEREAS, on February 18, 2025, City Council approved a First Amendment to the MOU to amend the cost sharing. The cost sharing for soft costs (design, environmental clearance/permitting, and construction, engineering/inspection) are allocated 75% to be paid by Fairfield and 25% to be paid by the City of Benicia; and

WHEREAS, a Second Amendment to the MOU is recommended to update the payment terms to include the City providing an upfront deposit to Fairfield equal to 40% of the City's portion of the project costs for design and construction; and

WHEREAS, Fairfield will be the lead agency and will pay for design and construction costs along with other costs such as permitting, environmental, geotechnical, and construction management; and

WHEREAS, Fairfield will submit invoices to the City for reimbursement based upon the cost share ratio, generally set at 75% to be paid by Fairfield and 25% to be paid by City of Benicia for shared items of work unless specifically modified as provided in Amendments to the MOU; and

WHEREAS, the City of Benicia and the City of Fairfield will submit for FEMA reimbursement for their respective items, as outlined in the MOU; and

WHEREAS, this \$3.6M reconstruction project is included in the FY26 budget [\$3.2M in 7708022-7435 (Water Capacity Fund – Infrastructure); and \$400,000 in 7608021-7435 (Water Major Capital - Infrastructure)].

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Benicia does hereby approve the Second Amendment to the MOU between City of Benicia and City of Fairfield to update the payment terms of the Lopes Road Reconstruction Project and authorizes the City Manager to sign the MOU on behalf of the City authorizing the Finance Director to make the necessary budget amendment.

* * * * *

On motion of Council Member, seconded by Council Member, the above resolution was introduced and passed by the Council of the City of Benicia at a regular meeting of said Council held on the 17th day of March, 2026 and adopted by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Attest:

Steve Young, Mayor

Lisa Wolfe, City Clerk

**SECOND AMENDMENT TO MEMORANDUM OF UNDERSTANDING
BETWEEN CITY OF FAIRFIELD AND CITY OF BENICIA
FOR COST SHARING FOR THE LOPES ROAD AND WATER PIPELINE
RECONSTRUCTION PROJECT (FEMA DR-4699-CA)**

This Second Amendment to Memorandum of Understanding (“Second Amendment”) is effective as of the date the Second Amendment is fully executed (“Effective Date”), and is between the City of Fairfield, a California municipal corporation (“Fairfield”), and the City of Benicia, a California municipal corporation (“Benicia”). Fairfield and Benicia are referred to individually as “Party” and collectively as the “Parties.”

RECITALS

A. Effective December 19, 2023, Fairfield and Benicia entered into a Memorandum of Understanding (“MOU”) regarding cost sharing for the Lopes Road Pipeline Reconstruction Project (“Project”) related to a failure in Lopes Road that broke Benicia’s 36-inch raw water transmission line and Fairfield’s 30-inch potable water line, in addition to other underground utilities and other issues. A copy of the MOU is attached hereto as Exhibit 1.

B. Effective May 1, 2025, Fairfield and Benicia entered into a First Amendment to the MOU regarding Cost Sharing, which remains in full force and effect. A copy of the First Amendment is attached hereto as Exhibit 2.

C. Section 4 of the MOU provides for the basis of Cost Sharing under the MOU, providing, in part, that at the time of the MOU the details and the costs of the Project were unknown; and that the Parties may “include this information once determined in a future amendment to the MOU.”

D. Section 12 of the MOU also provides that the “MOU may be amended by written agreement by both Parties, subject to applicable laws and regulations.

E. As of the time of this Second Amendment, like with the First Amendment, the details and costs of the Project are better known and the Parties have agreed to an upfront deposit of design and construction costs by Benicia for the Project; as well as for payment by Benicia of its remaining proportional share of costs at a later point in time. The purpose of this Second Amendment is to memorialize these payment terms. This Second Amendment also updates the Project cost estimate as first referenced in the First Amendment, Exhibit B.

AGREEMENT

Amendment to Section 4a of the MOU. Section 4a of the MOU is amended and restated as follows:

“ a. The Parties have agreed to share project costs as described in Amended Exhibit B to this Second Amendment, subject to further written amendments to this Agreement, if any. Amended Exhibit B is appended hereto as Exhibit 3. Among other costs as set out in Amended Exhibit B, the cost sharing ratio for soft costs (including but not limited to design, geotechnical investigations, environmental clearance/permitting, and construction engineering/inspection) are allocated 75% to be paid by Fairfield and 25% to be paid by Benicia.”

Amendment to Section 4b of the MOU. Section 4b of the MOU is amended and restated as follows:

“b. Benicia shall remit to Fairfield an initial deposit in an amount equal to forty percent (40%) of the total awarded design and construction amount for Benicia’s estimated proportional share of the Project work. Fairfield agrees to defer receipt of the initial deposit until after award of the construction contract. Benicia shall remit this initial deposit to Fairfield within 60 calendar days of (i) award of the design and construction contract and (ii) full execution by both parties of the MOU and Amendments 1 and 2 thereto. All costs associated with the design and construction of the Project shall be invoiced to and paid by Fairfield in the first instance. Fairfield shall furnish Benicia with a detailed accounting itemizing Project expenditures and calculating Benicia’s proportional share thereof, which shall be determined in accordance with a cost-sharing ratio established upon final determination of the Project’s final scope and total costs. Upon substantial completion of the Benicia Waterline, Benicia shall remit to Fairfield an amount equal to the remaining sixty percent (60%) of Benicia’s proportional share of the awarded design and construction contract amount. Upon final completion of the Project and reconciliation of all Project costs, including change orders, Fairfield shall refund to Benicia any portion of amounts remitted remaining unexpended, as determined in accordance with Benicia’s established cost-sharing ratio. In the event that Benicia’s proportional share of total Project costs exceeds the amount of its initial deposit, Benicia shall remit payment to Fairfield for the deficiency within a reasonable period following receipt of written notice and supporting documentation.”

Remainder of the MOU’s Terms Unchanged. Subject to the foregoing amendments, the remainder of the terms in the MOU and the First Amendment will remain the same and are hereby ratified by the Parties.

Authority to Execute. Each Party represents and warrants that all necessary action has been taken by such Party to authorize the undersigned to execute this Second Amendment and to bind the Parties to the performance of its obligations.

Counterparts, Facsimile or other Electronic Signatures. This Second Amendment may be executed in several counterparts, each of which will be deemed an original, and all of which, when taken together, constitute one and the same instrument. The Second Amendment will be considered executed when the signature of a party is delivered by facsimile or other electronic transmission. Such facsimile or other electronic signature will have the same effect as an original signature.

[Signatures on the following page.]

CITY OF FAIRFIELD

David Gassaway, City Manager

Date

Approved as to form:

City of Fairfield, City Attorney

Date

CITY OF BENICIA

Mario Giuliani, City Manager

Date

Approved as to form:

City of Benicia, City Attorney

Date

EXHIBIT 1

COPY OF

**MEMORANDUM OF UNDERSTANDING
BETWEEN CITY OF FAIRFIELD AND CITY OF BENICIA
FOR COST SHARING FOR THE LOPES ROAD AND WATER PIPELINE RECONSTRUCTION
PROJECT (FEMA DR-4699-CA)**

MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF FAIRFIELD AND CITY OF BENICIA FOR COST SHARING OF LOPES ROAD PIPELINE RECONSTRUCTION PROJECT

This Memorandum of Understanding for Cost Sharing ("MOU") is entered into on this 19th day of December, 2023, ("Effective Date") by and between the CITY OF FAIRFIELD, a municipal corporation ("Fairfield"), and the CITY OF BENICIA, a municipal corporation ("Benicia"), collectively referred to as the "Parties."

RECITALS

WHEREAS, in mid-March 2023, the hillside west of Lopes Road along Interstate 680 in Fairfield became saturated from a series of winter rainstorms, causing a failure in Lopes Road that broke Benicia's 36-inch raw water transmission line and Fairfield's 30-inch potable water line, in addition to other underground utilities;

WHEREAS, Fairfield's Public Works crews responded to remove mud and debris, and both Fairfield and Benicia declared local emergencies in order to seek assistance from the State and Federal government;

WHEREAS, in late March 2023, Governor Newsom announced that the White House approved the State's request for federal assistance to support local response and recovery efforts;

WHEREAS, on June 9, 2023, Solano County was added to the list of counties eligible for disaster related assistance from the State and the Federal Emergency Management Agency ("FEMA");

WHEREAS, both Fairfield and Benicia recognize the importance of maintaining and repairing critical infrastructure, including pipelines, to ensure the safety, functionality, and well-being of their respective communities;

WHEREAS, Fairfield and Benicia have identified a shared need for repair of the slope and Lopes Road, and reconstruction of Benicia's raw water transmission line and Fairfield's potable water line, including design and construction, within their jurisdictions, to address existing and potential hazards and to improve infrastructure resilience (collectively, the "Work" or the "Project");

WHEREAS, Fairfield assisted Benicia in reestablishing Benicia's water supply which has since been mostly restored through multiple temporary bypass water lines, which will remain in place until permanent repairs can be made to the hillside, roadway, and underground utilities, and which is intended to remain in continuous operation throughout the Project duration;

WHEREAS, Benicia paid directly for design and installation of the temporary bypass water lines and such costs are not included in this MOU;

WHEREAS, design for all permanent repairs is dependent on existing soil conditions and is currently being studied;

WHEREAS, the Parties wish to collaborate on this infrastructure project, sharing costs and resources, in accordance with California law and leveraging FEMA grant opportunities to enhance funding;

WHEREAS, the Parties recognize that cost sharing the project is mutually beneficial to both parties;

WHEREAS, the Parties intend that the Project will be designed to minimize any impact to Benicia's temporary bypass water lines; and

WHEREAS, the Parties intend to complete the Project by October 31, 2024, avoiding Benicia's exposure of temporary water lines to a second winter season.

WHEREAS, the Parties have agreed to a Term Sheet for cost sharing for the Project, attached hereto as **Exhibit A**.

NOW, THEREFORE, in consideration of the premises and covenants contained herein, Fairfield and Benicia agree as follows:

- 1) Recitals. The Parties acknowledge that the Recitals above are true and correct and are hereby incorporated into this MOU as if fully set forth below.
- 2) Fairfield Obligations. Fairfield shall be responsible for the following:
 - a. Secure and manage the design consultant through a selection process mutually agreed upon by the Parties. Design services will include the design of Benicia's reconstructed 36-inch raw water transmission line (approximately 800 linear feet), the design of Fairfield's reconstructed 30-inch potable water line, and the design of Lopes Road reconstruction and slope stabilization.
 - b. Timely review of design submittals.
 - c. Construction bid advertisement, award, contract administration and management, and construction inspection.
 - d. Facilitate inspection coordination between the Parties.
 - e. Secure and manage geotechnical and geological investigation consultant.
 - f. Secure and manage environmental consultant.
 - g. Secure permits for the Work.
 - h. Seek maximum reimbursement from FEMA and the State, and claim all consultant preliminary engineering and construction costs for FEMA reimbursement with the exception of City of Benicia Construction Bid Items, defined below.
 - i. Prepare a grant deed including the plat and legal description and issue an easement to Benicia for the reconstructed 36-inch raw water transmission line within Fairfield's Lopes Road right of way.

- j. Pay **“City of Fairfield Construction Bid Items,”** defined as including but not limited to the following:
 - i. Retaining wall and appurtenant items
 - ii. Roadway excavation
 - iii. Class 2 aggregate base
 - iv. Hot mix asphalt
 - v. Embankment and related items
 - vi. Subdrains
 - vii. Roadway drainage
 - viii. Guard railing
 - viv. Signing and striping
 - vv. 30” potable water line

The City of Fairfield will pay for these items directly and will seek maximum reimbursement from FEMA and the State. Such items will not be included in the cost sharing between the Parties.

3) Benicia Obligations. Benicia shall be responsible for the following:

- a. Timely review of Project design, geotechnical, and environmental submittals.
- b. Timely review and reimbursement of cost share.
- c. Claim City of Benicia Construction Bid Items for FEMA reimbursement.
- d. Pay City of Fairfield for City of Benicia’s share of the **“Shared Construction Bid Items,”** defined as including but not limited to the following:
 - i. Mobilization
 - ii. Construction staking
 - iii. Construction area signs
 - iv. Traffic control system
 - v. Water pollution control
 - vi. Preparation of water pollution control
 - vii. Temporary wildlife exclusion fence
 - viii. Temporary erosion control measures
 - viv. Hydroseed
 - vv. Permanent erosion control
 - vvj. Four-strand barbed wire fence
- e. Pay City of Fairfield for **“City of Benicia Construction Bid Items,”** defined as including but not limited to the following:
 - i. Removal of temporary bypass water lines and manifolds (portion)
 - ii. Purchase and installation of 36” raw water main
 - iii. Removal of fill for temporary bypass water lines

- iv. Relocation of temporary bypass water lines as needed to accommodate the Project
 - f. Pay City of Fairfield for City of Benicia's share of the preliminary engineering costs including permitting.
 - g. Pay City of Fairfield for the cost to prepare the grant deed and easement documents for the 36" raw water line realignment in City of Fairfield right of way.
 - h. Provide existing grant deed easements for the City of Benicia's raw water transmission lines to the City of Fairfield for the purpose of preparing the new easement documents.
- 4) Basis of Cost Sharing.
 - a. At the time of this MOU, the details and costs of the Project are unknown. The Parties' respective costs for Shared Construction Bid Items shall be shared based on the percentage of work performed on behalf of each Party in comparison to the total Shared Construction Bid Items. The Parties may include this information once determined in a future amendment to this MOU.
 - b. Design and construction costs for the Project will be billed to Fairfield, and Fairfield will submit invoices to Benicia for reimbursement based upon the cost share ratio to be determined once the total details and costs of the Project are completed.
 - c. Any changes to the means of calculating cost sharing for Shared Construction Bid Items may be modified in writing with the Parties' mutual consent.
 - d. The Parties shall cost share any design contract amendments and construction contract change orders provided that such changes are mutually beneficial to the Parties.
 - e. The Parties shall cost share all fees for geotechnical and geological investigation, environmental clearance and permitting.
- 5) Legal and Regulatory Compliance. The Parties shall ensure that all aspects of the Project, including design and construction, comply with California law and regulations, as well as any applicable federal requirements.
- 6) Notice. Any notices which any party may desire to give to another party under this MOU must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to Federal Express, that provides a receipt showing date and time of delivery; or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by Notice:

To Fairfield: City of Fairfield
1000 Webster Street
Fairfield, California 94533
Attention: City Manager

To Benicia: City of Benicia
250 E L Street
Benicia, California 94510
Attention: City Manager

- 7) Enforcement. If any party fails to comply with any of the covenants herein and does not cure such failure upon twenty (20) days' written notice from another party, it shall be lawful for the other party to prosecute any proceedings at law or equity against the party breaching such covenants.
- 8) Entire Agreement. This MOU contains the entire understanding between the Parties relating to the obligations of the Parties relating to the subject matter hereof.
- 9) Applicable Law/Venue. The laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this MOU and also govern the interpretation of this MOU. Any litigation concerning this MOU shall take place in the superior court of the County of Solano.
- 10) Attorneys' Fees and Costs. In the event litigation is filed with respect to this MOU, the prevailing party shall be entitled to reasonable attorneys' fees and litigation expenses and the court may determine.
- 11) Modification. No modification, waiver or discharge of this MOU shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver or discharge is or may be sought.
- 12) Amendments: This MOU may be amended by written agreement of both Parties, subject to applicable laws and regulations.
- 13) Further Assurances. Each party shall take all actions reasonably necessary to implement the terms of this MOU.
- 14) Assignment. No party shall have the right to assign this MOU, without the prior written consent of the other party.
- 15) Counterparts. This MOU may be executed in two or more fully or partially executed counterparts, each of which will be deemed an original binding the signer thereof against the other signing party, but all counterparts together will constitute one and the same instrument.
- 16) Time of Essence. Time is of the essence of this MOU.
- 17) No Waiver. No waiver of any of the provisions of this MOU shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver, nor shall a waiver in any instance constitute a waiver in any subsequent instance. No waive shall be binding unless executed in writing by the party making the waiver.

18) Authority. The parties each represent and warrant to the other party that the execution and delivery of this MOU and the performance of their respective obligations hereunder have been duly authorized by all necessary action and this MOU constitutes legal, valid and binding obligations, subject to equitable principles and principles governing creditors' rights generally.


19) Duration: This MOU shall remain in effect until the completion of the Project, including any post-construction activities, or until terminated by written agreement of both Parties.

[Signature page to follow.]

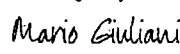
IN WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized representatives, have caused this MOU to be executed as of the day and year first written above.

CITY OF FAIRFIELD,
a municipal corporation

CITY OF BENICIA,
a municipal corporation

DGL


David Gassaway
City Manager
*FAIRFIELD REPRESENTATIVE
ACTING CITY MANAGER*

DocuSigned by:



9FA31784A98E490
Mario Giuliani
City Manager

2/9/2024
Date

1/12/2024
Date

Approved as to form:

Approved as to form:



City of Fairfield, City Attorney

DocuSigned by:


3294F30F0AD74E3
City of Benicia, City Attorney

EXHIBIT A
Term Sheet

Fairfield Obligations

- Secure and manage design consultant through a selection process mutually agreed upon by Fairfield and Benicia. Design services will include design of the reconstructed 36" City of Benicia raw water transmission line (approximately 800 linear feet) and design of the reconstructed 30" City of Fairfield potable water line, design of Lopes Road reconstruction and slope stabilization.
- Timely review of design submittals
- Construction bid advertisement, award, contract administration & management, and construction inspection.
- Facilitate inspection coordination between agencies
- Secure and manage geotechnical & geological investigation consultant
- Secure and manage environmental consultant
- Secure permits for the work
- Claim all consultant preliminary engineering and construction costs for FEMA reimbursement with exception of City of Benicia Construction Bid Items (listed below)
- Prepare grant deed including plat and legal description and issue an easement to City of Benicia for reconstructed 36" raw water transmission line within City of Fairfield's Lopes Road right of way.
- Seek maximum reimbursement from FEMA and State for consultant preliminary engineering and construction costs.

Benicia Obligations

- Timely review of Project design, geotechnical, and environmental submittals
- Timely review and reimbursement of cost share
- Claim City of Benicia Construction Bid Items for FEMA reimbursement
- Pay City of Fairfield for City of Benicia's share of the Shared Construction Bid Items
- Pay City of Fairfield for City of Benicia Construction Bid Items
- Pay City of Fairfield for City of Benicia's share of the preliminary engineering costs including permitting
- Pay City of Fairfield for cost to prepare grant deed and easement documents for 36" raw water line realignment in City of Fairfield right of way.
- Provide existing grant deed easements for the City of Benicia's raw water transmission lines to City of Fairfield for purpose of preparing the new easement documents.

Basis of Cost Sharing

- Changes to the means of calculating cost-sharing can be modified with both parties' mutual consent
- Agency costs will be calculated based upon the local agency FEMA grant match amounts required for the project

- Cost share mitigation work mutually beneficial to both agencies
- Construction costs for shared bid items (i.e. mobilization... see below for list) will be shared based on the percentages of work items for each agency compared to the total construction costs exclusive of the shared bid items
- Cost share design contract amendments and construction contract change orders mutually beneficial to both agencies
- Cost share geotechnical & geological investigation, environmental clearance and permitting
- Design and construction costs will be billed to Fairfield. Fairfield will submit invoices to Benicia for reimbursement based on cost share

Project Goals:

- Complete construction by October 31, 2024 avoiding City of Benicia's exposure of temporary waterlines to a second winter season.
- Ensure continuous operation of the City of Benicia's waterline bypass through the project area throughout the Project duration. Design of Project shall value minimizing impacts to the City of Benicia's temporary waterline bypass.

At the time of this MOU, the details of the project to repair the slide, Lopes Road and the impacted utilities including the City of Benicia raw water transmission line is unknown. The following is a guide for the respective agency's responsibility for potential construction contract items associated with the Project.

Example Shared Construction Bid Items:

- Mobilization
- Construction staking
- Construction area signs
- Traffic control system
- Water pollution control
- Prepare water pollution control
- Temporary wildlife exclusion fence
- Temporary erosion control measures
- Hydroseed
- Permanent erosion control
- 4 strand barbed wire fence

Example City of Fairfield Construction Bid Items

- Retaining wall and appurtenant items
- Roadway excavation
- Class 2 aggregate base
- Hot mix asphalt
- Embankment and related items
- Subdrains

- Roadway Drainage
- Guard railing
- Signing and striping
- 30" potable water line

Example City of Benicia Construction Bid Items

- Remove temporary bypass waterlines and manifolds (portion)
- Purchase and installation of 36" raw water main
- Remove fill for temporary bypass waterlines
- Relocation of temporary bypass waterlines as needed to accommodate Project

EXHIBIT 2

COPY OF

**FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING
BETWEEN CITY OF FAIRFIELD AND CITY OF BENICIA FOR COST SHARING FOR THE LOPES
ROAD AND WATER PIPELINE RECONSTRUCTION PROJECT (FEMA DR-4699-CA)**

Execution Date: 05/01/25
Close Date: N/A
Retention Schedule: P
Destruction Date: P
Resolution# 2025-48 ; 2024-20

**FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING
BETWEEN CITY OF FAIRFIELD AND CITY OF BENICIA
FOR COST SHARING FOR THE LOPES ROAD AND WATER PIPELINE
RECONSTRUCTION PROJECT (FEMA DR-4699-CA)**

This First Amendment to Memorandum of Understanding ("First Amendment") is effective as of May 1, 2025 ("Effective Date"), and is between the City of Fairfield, a California municipal corporation ("Fairfield"), and the City of Benicia, a California municipal corporation ("Benicia"). Fairfield and Benicia are referred to individually as "Party" and collectively as the "Parties."

RECITALS

A. Effective December 19, 2023, Fairfield and Benicia entered into a Memorandum of Understanding ("MOU") regarding cost sharing for the Lopes Road Pipeline Reconstruction Project ("Project") related to a failure in Lopes Road that broke Benicia's 36-inch raw water transmission line and Fairfield's 30-inch potable water line, in addition to other underground utilities and other issues. A copy of the MOU is attached hereto as Exhibit A.

B. Section 4 of the MOU provides for the basis of Cost Sharing under the MOU, providing, in part, that at the time of the MOU the details and the costs of the Project were unknown; and that the Parties may "include this information once determined in a future amendment to the MOU."

C. Section 12 of the MOU also provides that the "MOU may be amended by written agreement by both Parties, subject to applicable laws and regulations.

D. As of the time of this First Amendment, the details and costs of the Project are better known, and the Parties have agreed to cost sharing ratios for the Project. The purpose of this First Amendment is to adopt this further cost sharing agreement.

AGREEMENT

Amendment to Section 4a of the MOU. Section 4a of the MOU is amended and restated as follows:

"a. The Parties have agreed to share project costs as described in Exhibit B to this First Amendment, subject to further written amendments to this Agreement, if any. Among other costs as set out in Exhibit B, the cost sharing ratio for soft costs (including but not limited to design, geotechnical investigations, environmental clearance/permitting, and construction engineering/inspection) are allocated 75% to be paid by Fairfield and 25% to be paid by Benicia."

Remainder of the MOU's Terms Unchanged. Subject to the foregoing amendment, the remainder of the terms in the MOU will remain the same and are hereby ratified by the Parties.

Authority to Execute. Each Party represents and warrants that all necessary action has been taken by such Party to authorize the undersigned to execute this First Amendment and to bind the Parties to the performance of its obligations.

Counterparts, Facsimile or other Electronic Signatures. This First Amendment may be executed in several counterparts, each of which will be deemed an original, and all of which,

when taken together, constitute one and the same instrument. The First Amendment will be considered executed when the signature of a party is delivered by facsimile or other electronic transmission. Such facsimile or other electronic signature will have the same effect as an original signature.


[Signatures on the following page.]

CITY OF FAIRFIELD



David Gassaway, City Manager

Approved as to form:



City of Fairfield, City Attorney

CITY OF BENICIA

DocuSigned by:


Mario Giuliani, City Manager

Approved as to form:

Signed by:


City of Benicia, City Attorney

Exhibit A

MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF FAIRFIELD AND CITY OF BENICIA FOR COST SHARING OF LOPES ROAD PIPELINE RECONSTRUCTION PROJECT

This Memorandum of Understanding for Cost Sharing ("MOU") is entered into on this 19th day of December, 2023, ("Effective Date") by and between the CITY OF FAIRFIELD, a municipal corporation ("Fairfield"), and the CITY OF BENICIA, a municipal corporation ("Benicia"), collectively referred to as the "Parties."

RECITALS

WHEREAS, in mid-March 2023, the hillside west of Lopes Road along Interstate 680 in Fairfield became saturated from a series of winter rainstorms, causing a failure in Lopes Road that broke Benicia's 36-inch raw water transmission line and Fairfield's 30-inch potable water line, in addition to other underground utilities;

WHEREAS, Fairfield's Public Works crews responded to remove mud and debris, and both Fairfield and Benicia declared local emergencies in order to seek assistance from the State and Federal government;

WHEREAS, in late March 2023, Governor Newsom announced that the White House approved the State's request for federal assistance to support local response and recovery efforts;

WHEREAS, on June 9, 2023, Solano County was added to the list of counties eligible for disaster related assistance from the State and the Federal Emergency Management Agency ("FEMA");

WHEREAS, both Fairfield and Benicia recognize the importance of maintaining and repairing critical infrastructure, including pipelines, to ensure the safety, functionality, and well-being of their respective communities;

WHEREAS, Fairfield and Benicia have identified a shared need for repair of the slope and Lopes Road, and reconstruction of Benicia's raw water transmission line and Fairfield's potable water line, including design and construction, within their jurisdictions, to address existing and potential hazards and to improve infrastructure resilience (collectively, the "Work" or the "Project");

WHEREAS, Fairfield assisted Benicia in reestablishing Benicia's water supply which has since been mostly restored through multiple temporary bypass water lines, which will remain in place until permanent repairs can be made to the hillside, roadway, and underground utilities, and which is intended to remain in continuous operation throughout the Project duration;

WHEREAS, Benicia paid directly for design and installation of the temporary bypass water lines and such costs are not included in this MOU;

WHEREAS, design for all permanent repairs is dependent on existing soil conditions and is currently being studied;

WHEREAS, the Parties wish to collaborate on this infrastructure project, sharing costs and resources, in accordance with California law and leveraging FEMA grant opportunities to enhance funding;

WHEREAS, the Parties recognize that cost sharing the project is mutually beneficial to both parties;

WHEREAS, the Parties intend that the Project will be designed to minimize any impact to Benicia's temporary bypass water lines; and

WHEREAS, the Parties intend to complete the Project by October 31, 2024, avoiding Benicia's exposure of temporary water lines to a second winter season.

WHEREAS, the Parties have agreed to a Term Sheet for cost sharing for the Project, attached hereto as Exhibit A.

NOW, THEREFORE, in consideration of the premises and covenants contained herein, Fairfield and Benicia agree as follows:

- 1) **Recitals.** The Parties acknowledge that the Recitals above are true and correct and are hereby incorporated into this MOU as if fully set forth below.

- 2) **Fairfield Obligations.** Fairfield shall be responsible for the following:
 - a. Secure and manage the design consultant through a selection process mutually agreed upon by the Parties. Design services will include the design of Benicia's reconstructed 36-inch raw water transmission line (approximately 800 linear feet), the design of Fairfield's reconstructed 30-inch potable water line, and the design of Lopes Road reconstruction and slope stabilization.
 - b. Timely review of design submittals.
 - c. Construction bid advertisement, award, contract administration and management, and construction inspection.
 - d. Facilitate inspection coordination between the Parties.
 - e. Secure and manage geotechnical and geological investigation consultant.
 - f. Secure and manage environmental consultant.
 - g. Secure permits for the Work.
 - h. Seek maximum reimbursement from FEMA and the State, and claim all consultant preliminary engineering and construction costs for FEMA reimbursement with the exception of City of Benicia Construction Bid Items, defined below.
 - i. Prepare a grant deed including the plat and legal description and issue an easement to Benicia for the reconstructed 36-inch raw water transmission line within Fairfield's Lopes Road right of way.

- j. Pay **"City of Fairfield Construction Bid Items,"** defined as including but not limited to the following:
 - i. Retaining wall and appurtenant items
 - ii. Roadway excavation
 - iii. Class 2 aggregate base
 - iv. Hot mix asphalt
 - v. Embankment and related items
 - vi. Subdrains
 - vii. Roadway drainage
 - viii. Guard railing
 - viv. Signing and striping
 - vv. 30" potable water line

The City of Fairfield will pay for these items directly and will seek maximum reimbursement from FEMA and the State. Such items will not be included in the cost sharing between the Parties.

- 3) **Benicia Obligations.** Benicia shall be responsible for the following:
 - a. Timely review of Project design, geotechnical, and environmental submittals.
 - b. Timely review and reimbursement of cost share.
 - c. Claim City of Benicia Construction Bid Items for FEMA reimbursement.
 - d. Pay City of Fairfield for City of Benicia's share of the **"Shared Construction Bid Items,"** defined as including but not limited to the following:
 - i. Mobilization
 - ii. Construction staking
 - iii. Construction area signs
 - iv. Traffic control system
 - v. Water pollution control
 - vi. Preparation of water pollution control
 - vii. Temporary wildlife exclusion fence
 - viii. Temporary erosion control measures
 - viv. Hydroseed
 - vv. Permanent erosion control
 - vvj. Four-strand barbed wire fence
 - e. Pay City of Fairfield for **"City of Benicia Construction Bid Items,"** defined as including but not limited to the following:
 - i. Removal of temporary bypass water lines and manifolds (portion)
 - ii. Purchase and installation of 36" raw water main
 - iii. Removal of fill for temporary bypass water lines

- iv. Relocation of temporary bypass water lines as needed to accommodate the Project
 - f. Pay City of Fairfield for City of Benicia's share of the preliminary engineering costs including permitting.
 - g. Pay City of Fairfield for the cost to prepare the grant deed and easement documents for the 36" raw water line realignment in City of Fairfield right of way.
 - h. Provide existing grant deed easements for the City of Benicia's raw water transmission lines to the City of Fairfield for the purpose of preparing the new easement documents.
- 4) **Basis of Cost Sharing.**
 - a. At the time of this MOU, the details and costs of the Project are unknown. The Parties' respective costs for Shared Construction Bid Items shall be shared based on the percentage of work performed on behalf of each Party in comparison to the total Shared Construction Bid Items. The Parties may include this information once determined in a future amendment to this MOU.
 - b. Design and construction costs for the Project will be billed to Fairfield, and Fairfield will submit invoices to Benicia for reimbursement based upon the cost share ratio to be determined once the total details and costs of the Project are completed.
 - c. Any changes to the means of calculating cost sharing for Shared Construction Bid Items may be modified in writing with the Parties' mutual consent.
 - d. The Parties shall cost share any design contract amendments and construction contract change orders provided that such changes are mutually beneficial to the Parties.
 - e. The Parties shall cost share all fees for geotechnical and geological investigation, environmental clearance and permitting.
- 5) **Legal and Regulatory Compliance.** The Parties shall ensure that all aspects of the Project, including design and construction, comply with California law and regulations, as well as any applicable federal requirements.
- 6) **Notice.** Any notices which any party may desire to give to another party under this MOU must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to Federal Express, that provides a receipt showing date and time of delivery; or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by Notice:

To Fairfield: City of Fairfield
 1000 Webster Street
 Fairfield, California 94533
 Attention: City Manager

To Benicia: City of Benicia
 250 E L Street
 Benicia, California 94510
 Attention: City Manager

- 7) **Enforcement.** If any party fails to comply with any of the covenants herein and does not cure such failure upon twenty (20) days' written notice from another party, it shall be lawful for the other party to prosecute any proceedings at law or equity against the party breaching such covenants.
- 8) **Entire Agreement.** This MOU contains the entire understanding between the Parties relating to the obligations of the Parties relating to the subject matter hereof.
- 9) **Applicable Law/Venue.** The laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this MOU and also govern the interpretation of this MOU. Any litigation concerning this MOU shall take place in the superior court of the County of Solano.
- 10) **Attorneys' Fees and Costs.** In the event litigation is filed with respect to this MOU, the prevailing party shall be entitled to reasonable attorneys' fees and litigation expenses and the court may determine.
- 11) **Modification.** No modification, waiver or discharge of this MOU shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver or discharge is or may be sought.
- 12) **Amendments:** This MOU may be amended by written agreement of both Parties, subject to applicable laws and regulations.
- 13) **Further Assurances.** Each party shall take all actions reasonably necessary to implement the terms of this MOU.
- 14) **Assignment.** No party shall have the right to assign this MOU, without the prior written consent of the other party.
- 15) **Counterparts.** This MOU may be executed in two or more fully or partially executed counterparts, each of which will be deemed an original binding the signer thereof against the other signing party, but all counterparts together will constitute one and the same instrument.
- 16) **Time of Essence.** Time is of the essence of this MOU.
- 17) **No Waiver.** No waiver of any of the provisions of this MOU shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver, nor shall a waiver in any instance constitute a waiver in any subsequent instance. No waive shall be binding unless executed in writing by the party making the waiver.

18) **Authority.** The parties each represent and warrant to the other party that the execution and delivery of this MOU and the performance of their respective obligations hereunder have been duly authorized by all necessary action and this MOU constitutes legal, valid and binding obligations, subject to equitable principles and principles governing creditors' rights generally.


19) **Duration:** This MOU shall remain in effect until the completion of the Project, including any post-construction activities, or until terminated by written agreement of both Parties.

[Signature page to follow.]


IN WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized representatives, have caused this MOU to be executed as of the day and year first written above.

CITY OF FAIRFIELD,
a municipal corporation

CITY OF BENICIA,
a municipal corporation

D/L


David Gassaway
City Manager
*Fairfield Representative
ACTING CITY MANAGER*

DocuSigned by:


Mario Giuliani
City Manager
3FA31784A98E48D

2/9/2024
Date


1/12/2024
Date

Approved as to form:

Approved as to form:



City of Fairfield, City Attorney

DocuSigned by:


Ben Stock
City of Benicia, City Attorney
3294F30F0AD74E3

EXHIBIT A

Term Sheet

Fairfield Obligations

- Secure and manage design consultant through a selection process mutually agreed upon by Fairfield and Benicia. Design services will include design of the reconstructed 36" City of Benicia raw water transmission line (approximately 800 linear feet) and design of the reconstructed 30" City of Fairfield potable water line, design of Lopes Road reconstruction and slope stabilization.
- Timely review of design submittals
- Construction bid advertisement, award, contract administration & management, and construction inspection.
- Facilitate inspection coordination between agencies
- Secure and manage geotechnical & geological investigation consultant
- Secure and manage environmental consultant
- Secure permits for the work
- Claim all consultant preliminary engineering and construction costs for FEMA reimbursement with exception of City of Benicia Construction Bid Items (listed below)
- Prepare grant deed including plat and legal description and issue an easement to City of Benicia for reconstructed 36" raw water transmission line within City of Fairfield's Lopes Road right of way.
- Seek maximum reimbursement from FEMA and State for consultant preliminary engineering and construction costs.

Benicia Obligations

- Timely review of Project design, geotechnical, and environmental submittals
- Timely review and reimbursement of cost share
- Claim City of Benicia Construction Bid Items for FEMA reimbursement
- Pay City of Fairfield for City of Benicia's share of the Shared Construction Bid Items
- Pay City of Fairfield for City of Benicia Construction Bid Items
- Pay City of Fairfield for City of Benicia's share of the preliminary engineering costs including permitting
- Pay City of Fairfield for cost to prepare grant deed and easement documents for 36" raw water line realignment in City of Fairfield right of way.
- Provide existing grant deed easements for the City of Benicia's raw water transmission lines to City of Fairfield for purpose of preparing the new easement documents.

Basis of Cost Sharing

- Changes to the means of calculating cost-sharing can be modified with both parties' mutual consent
- Agency costs will be calculated based upon the local agency FEMA grant match amounts required for the project

- Cost share mitigation work mutually beneficial to both agencies
- Construction costs for shared bid items (i.e. mobilization... see below for list) will be shared based on the percentages of work items for each agency compared to the total construction costs exclusive of the shared bid items
- Cost share design contract amendments and construction contract change orders mutually beneficial to both agencies
- Cost share geotechnical & geological investigation, environmental clearance and permitting
- Design and construction costs will be billed to Fairfield. Fairfield will submit invoices to Benicia for reimbursement based on cost share

Project Goals:

- Complete construction by October 31, 2024 avoiding City of Benicia's exposure of temporary waterlines to a second winter season.
- Ensure continuous operation of the City of Benicia's waterline bypass through the project area throughout the Project duration. Design of Project shall value minimizing impacts to the City of Benicia's temporary waterline bypass.

At the time of this MOU, the details of the project to repair the slide, Lopes Road and the impacted utilities including the City of Benicia raw water transmission line is unknown. The following is a guide for the respective agency's responsibility for potential construction contract items associated with the Project.

Example Shared Construction Bid Items:

- Mobilization
- Construction staking
- Construction area signs
- Traffic control system
- Water pollution control
- Prepare water pollution control
- Temporary wildlife exclusion fence
- Temporary erosion control measures
- Hydroseed
- Permanent erosion control
- 4 strand barbed wire fence

Example City of Fairfield Construction Bid Items

- Retaining wall and appurtenant items
- Roadway excavation
- Class 2 aggregate base
- Hot mix asphalt
- Embankment and related items
- Subdrains

- Roadway Drainage
- Guard railing
- Signing and striping
- 30" potable water line

Example City of Benicia Construction Bid Items

- Remove temporary bypass waterlines and manifolds (portion)
- Purchase and installation of 36" raw water main
- Remove fill for temporary bypass waterlines
- Relocation of temporary bypass waterlines as needed to accommodate Project



Exhibit B

LOPES ROAD AND WATER PIPELINE RECONSTRUCTION PROJECT (FEMA DR-4699-CA)
CITY OF FAIRFIELD DEPARTMENT OF PUBLIC WORKS
15% CONSTRUCTION COST ESTIMATE - DEEP SOIL MIXING
C/D/COR Revised 1/4/25

No.	RD ITEM No.	BID ITEM DESCRIPTION	UNIT OF MEASURE	FIRMA - ROADWAY COSTS						FAMA - WATER LINE COSTS						FEMA - MITIGATION COSTS						COMBINED AMOUNT
				FAIRFIELD			BENICIA			FAIRFIELD			BENICIA			FAIRFIELD			BENICIA			
				ESTIMATED QUANTITY	UNIT PRICE	AMOUNT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT	
1	066013A	CONSTRUCTION STAKING	LS	1	\$ 7,500	\$ 7,500	0	\$ 0.00	\$ 0.00	1	\$ 8,500	\$ 8,500	0	\$ 0.00	\$ 0.00	1	\$ 1,500	\$ 1,500	1	\$ 1,500	\$ 1,500	\$ 27,500
2	070030	LEAD COMPLIANCE	LS	1	\$ 6,000	\$ 6,000	0	\$ 0.00	\$ 0.00	0	\$ 0.00	\$ 0.00	0	\$ 0.00	\$ 0.00	0	\$ 0.00	\$ 0.00	0	\$ 0.00	\$ 0.00	\$ 6,000
3	120000	CONSTRUCTION AREA SIGNS	LS	1	\$ 1,650	\$ 1,650	0	\$ 0.00	\$ 0.00	1	\$ 1,650	\$ 1,650	1	\$ 2,200	\$ 2,200	0	\$ 0.00	\$ 0.00	0	\$ 0.00	\$ 0.00	\$ 5,500
4	120100	TRAFFIC CONTROL SYSTEM	LS	1	\$ 7,000	\$ 7,000	0	\$ 0.00	\$ 0.00	1	\$ 7,000	\$ 7,000	1	\$ 6,000	\$ 6,000	0	\$ 0.00	\$ 0.00	0	\$ 0.00	\$ 0.00	\$ 20,000
5	130100	JOB SITE MANAGEMENT	LS	1	\$ 5,000	\$ 5,000	0	\$ 0.00	\$ 0.00	1	\$ 6,500	\$ 6,500	1	\$ 6,500	\$ 6,500	1	\$ 2,000	\$ 2,000	1	\$ 2,000	\$ 2,000	\$ 22,000
6	130200	PREPARE STORM WATER POLLUTION PREVENTION PLAN	LS	1	\$ 2,500	\$ 2,500	0	\$ 0.00	\$ 0.00	1	\$ 2,750	\$ 2,750	1	\$ 2,750	\$ 2,750	0	\$ 0.00	\$ 0.00	0	\$ 0.00	\$ 0.00	\$ 8,000
7	130200	IMPLEMENT STORM WATER POLLUTION PREVENTION PLAN	LS	1	\$ 5,000	\$ 5,000	0	\$ 0.00	\$ 0.00	1	\$ 5,750	\$ 5,750	1	\$ 5,750	\$ 5,750	0	\$ 0.00	\$ 0.00	0	\$ 0.00	\$ 0.00	\$ 16,500
8	146027	CONTRACTOR-SUPPLIED BIOLOGIST (LS)	LS	0	\$ 0.00	\$ 0.00	0	\$ 0.00	\$ 0.00	1	\$ 8,000	\$ 8,000	1	\$ 8,000	\$ 8,000	1	\$ 2,000	\$ 2,000	1	\$ 2,000	\$ 2,000	\$ 20,000
9	160110	TEMPORARY HOOD-VISIBILITY FENCE	LF	0	\$ 10	\$ 0.00	0	\$ 0.00	\$ 0.00	675	\$ 10	\$ 6,750	675	\$ 10	\$ 6,750	0	\$ 0.00	\$ 0.00	0	\$ 0.00	\$ 0.00	\$ 13,500
10	170103	CLEARING AND GRUBBING	LS	0	\$ 60,000	\$ 0.00	0	\$ 0.00	\$ 0.00	1	\$ 60,000	\$ 60,000	1	\$ 105,000	\$ 105,000	0	\$ 0.00	\$ 0.00	0	\$ 0.00	\$ 0.00	\$ 165,000
11	170200	DEEP EXCAVATION	CY	0	\$ 30	\$ 0.00	0	\$ 0.00	\$ 0.00	0	\$ 30	\$ 0.00	0	\$ 30	\$ 0.00	0	\$ 0.00	\$ 0.00	0	\$ 0.00	\$ 0.00	\$ -
12	170200	TEMPORARY EXCAVATION (BENCH FOR SOIL MIXING)	CY	0	\$ 50	\$ 0.00	0	\$ 0.00	\$ 0.00	0	\$ 50	\$ 0.00	0	\$ 50	\$ 0.00	975	\$ 50	\$ 48,750	325	\$ 50	\$ 16,250	\$ 65,000
13	190101	ROADWAY EXCAVATION	CY	1836	\$ 120	\$ 220,320	0	\$ 0.00	\$ 0.00	0	\$ 120	\$ 0.00	0	\$ 120	\$ 0.00	0	\$ 120	\$ 0.00	0	\$ 120	\$ 0.00	\$ 220,320
14	200400	PVC PIPE CONDUIT	LF	0	\$ 150	\$ 0.00	0	\$ 0.00	\$ 0.00	3400	\$ 150	\$ 510,000	0	\$ 150	\$ 0.00	0	\$ 150	\$ 0.00	0	\$ 150	\$ 0.00	\$ 510,000
15	210300	FIBER ROLLS	LF	900	\$ 5.00	\$ 4,500	0	\$ 0.00	\$ 0.00	3150	\$ 5.00	\$ 15,750	3150	\$ 5.00	\$ 15,750	0	\$ 0.00	\$ 0.00	0	\$ 0.00	\$ 0.00	\$ 36,000
16	210400	HDPE ROSEBELL	SF	0	\$ 0.20	\$ 0.00	0	\$ 0.00	\$ 0.00	51525	\$ 0.20	\$ 10,305	51525	\$ 0.20	\$ 10,305	0	\$ 0.20	\$ 0.00	0	\$ 0.20	\$ 0.00	\$ 20,610
17	260203	CLASS 2 AGGREGATE BASE	CY	1500	\$ 100	\$ 150,000	0	\$ 0.00	\$ 0.00	0	\$ 100	\$ 0.00	0	\$ 100	\$ 0.00	0	\$ 100	\$ 0.00	0	\$ 100	\$ 0.00	\$ 150,000
18	390133	HOT MIX ASPHALT (TYPE A)	TUN	800	\$ 350	\$ 280,000	0	\$ 0.00	\$ 0.00	0	\$ 350	\$ 0.00	0	\$ 350	\$ 0.00	0	\$ 350	\$ 0.00	0	\$ 350	\$ 0.00	\$ 280,000
19	390273	PLACE HOT MIX ASPHALT DIKE (TYPE D)	LF	400	\$ 25	\$ 10,000	0	\$ 0.00	\$ 0.00	0	\$ 25	\$ 0.00	0	\$ 25	\$ 0.00	0	\$ 25	\$ 0.00	0	\$ 25	\$ 0.00	\$ 10,000
20	390200	COLD PLANE ASPHALT CONCRETE PAVEMENT	SQYD	65	\$ 275	\$ 17,875	0	\$ 0.00	\$ 0.00	0	\$ 275	\$ 0.00	0	\$ 275	\$ 0.00	0	\$ 275	\$ 0.00	0	\$ 275	\$ 0.00	\$ 17,875
21	650018	24" REINFORCED CONCRETE PIPE	LF	400	\$ 330	\$ 132,000	0	\$ 0.00	\$ 0.00	0	\$ 330	\$ 0.00	0	\$ 330	\$ 0.00	0	\$ 330	\$ 0.00	0	\$ 330	\$ 0.00	\$ 132,000
22	681501	FURNISH AND INSTALL DRAIN PIPE (HORIZONTAL DRAIN/DEEP ENCAV)	LF	0	\$ 40	\$ 0.00	0	\$ 0.00	\$ 0.00	0	\$ 40	\$ 0.00	0	\$ 40	\$ 0.00	0	\$ 40	\$ 0.00	0	\$ 40	\$ 0.00	\$ -
23	681501	FURNISH AND INSTALL DRAIN PIPE (HORIZONTAL DRAIN/DEEP ENCAV)	LF	0	\$ 120	\$ 0.00	0	\$ 0.00	\$ 0.00	0	\$ 120	\$ 0.00	0	\$ 120	\$ 0.00	1125	\$ 120	\$ 135,000	375	\$ 120	\$ 45,000	\$ 180,000
24	703575	24" WELDED STEEL PIPE (250" THICK)	LF	0	\$ 835	\$ 0.00	0	\$ 835	\$ 0.00	0	\$ 835	\$ 0.00	60	\$ 835	\$ 50,100	0	\$ 835	\$ 0.00	0	\$ 835	\$ 0.00	\$ 50,100
25	703598	36" WELDED STEEL PIPE (250" THICK)	LF	0	\$ 900	\$ 0.00	0	\$ 900	\$ 0.00	800	\$ 900	\$ 720,000	0	\$ 900	\$ 0.00	0	\$ 900	\$ 0.00	0	\$ 900	\$ 0.00	\$ 720,000
26	703618	36" WELDED STEEL PIPE (250" THICK)	LF	0	\$ 990	\$ 0.00	0	\$ 990	\$ 0.00	0	\$ 990	\$ 0.00	1000	\$ 990	\$ 990,000	0	\$ 990	\$ 0.00	0	\$ 990	\$ 0.00	\$ 990,000
27	705206	24" CONCRETE FLARED END SECTION	EA	2	\$ 4,000	\$ 8,000	0	\$ 4,000	\$ 0.00	0	\$ 4,000	\$ 0.00	0	\$ 4,000	\$ 0.00	0	\$ 4,000	\$ 0.00	0	\$ 4,000	\$ 0.00	\$ 8,000
28	710136	REPAINT PIPE (LF)	LF	0	\$ 60	\$ 0.00	0	\$ 60	\$ 0.00	783	\$ 60	\$ 47,100	1355	\$ 60	\$ 81,300	0	\$ 60	\$ 0.00	0	\$ 60	\$ 0.00	\$ 128,400
29	721420	CONCRETE (DITCH LINING)	CY	40	\$ 2,500	\$ 100,000	0	\$ 2,500	\$ 0.00	0	\$ 2,500	\$ 0.00	0	\$ 2,500	\$ 0.00	0	\$ 2,500	\$ 0.00	0	\$ 2,500	\$ 0.00	\$ 100,000
30	770200	36" FLANGED BUTTERFLY VALVE	EA	0	\$ 37,500	\$ 0.00	0	\$ 37,500	\$ 0.00	0	\$ 37,500	\$ 0.00	1	\$ 37,500	\$ 37,500	0	\$ 37,500	\$ 0.00	0	\$ 37,500	\$ 0.00	\$ 37,500
31	770200	24" FLANGED BUTTERFLY VALVE	EA	0	\$ 25,000	\$ 0.00	0	\$ 25,000	\$ 0.00	0	\$ 25,000	\$ 0.00	4	\$ 25,000	\$ 100,000	0	\$ 25,000	\$ 0.00	0	\$ 25,000	\$ 0.00	\$ 100,000
32	770200	CONNECT TO EXISTING 30" WATERMAIN	LS	0	\$ 200,000	\$ 0.00	0	\$ 200,000	\$ 0.00	1	\$ 200,000	\$ 200,000	0	\$ 200,000	\$ 0.00	0	\$ 200,000	\$ 0.00	0	\$ 200,000	\$ 0.00	\$ 200,000
33	770200	CONNECT TO EXISTING 36" WATERMAIN	LS	0	\$ 100,000	\$ 0.00	0	\$ 100,000	\$ 0.00	0	\$ 100,000	\$ 0.00	1	\$ 100,000	\$ 100,000	0	\$ 100,000	\$ 0.00	0	\$ 100,000	\$ 0.00	\$ 100,000
34	770200	36" FORCED BALANCED FLEX EXPANSION COUPLING WATERLINE	EA	0	\$ 250,000	\$ 0.00	0	\$ 250,000	\$ 0.00	0	\$ 250,000	\$ 0.00	0	\$ 250,000	\$ 0.00	2	\$ 250,000	\$ 500,000	0	\$ 250,000	\$ 0.00	\$ 500,000
35	770200	36" FORCED BALANCED FLEX EXPANSION COUPLING WATERLINE	EA	0	\$ 300,000	\$ 0.00	0	\$ 300,000	\$ 0.00	0	\$ 300,000	\$ 0.00	0	\$ 300,000	\$ 0.00	2	\$ 300,000	\$ 600,000	0	\$ 300,000	\$ 0.00	\$ 600,000
36	770200	CATHODIC PROTECTION	LS	0	\$ 100,000	\$ 0.00	0	\$ 100,000	\$ 0.00	1	\$ 100,000	\$ 100,000	1	\$ 100,000	\$ 100,000	0	\$ 100,000	\$ 0.00	0	\$ 100,000	\$ 0.00	\$ 200,000
37	810230	PAVEMENT MARKER (RETROREFLECTIVE)	EA	54	\$ 10	\$ 540	0	\$ 10	\$ 0.00	0	\$ 10	\$ 0.00	0	\$ 10	\$ 0.00	0	\$ 10	\$ 0.00	0	\$ 10	\$ 0.00	\$ 540
38	832006	MIDWEST GUARDRAIL SYSTEM (STEEL POST)	LF	260	\$ 100	\$ 26,000	0	\$ 100	\$ 0.00	0	\$ 100	\$ 0.00	0	\$ 100	\$ 0.00	0	\$ 100	\$ 0.00	0	\$ 100	\$ 0.00	\$ 26,000
39	846007	4" THERMOPLASTIC TRAFFIC STRIPE (ENHANCED WET NIGHT VISIBILITY)	LF	3400	\$ 10	\$ 34,000	0	\$ 10	\$ 0.00	0	\$ 10	\$ 0.00	0	\$ 10	\$ 0.00	0	\$ 10	\$ 0.00	0	\$ 10	\$ 0.00	\$ 34,000
40	xxxxxx	UTILITY VALVE (1149)	EA	0	\$ 10,000	\$ 0.00	0	\$ 10,000	\$ 0.00	0	\$ 10,000	\$ 0.00	0	\$ 10,000	\$ 0.00	1	\$ 10,000	\$ 10,000	0	\$ 10,000	\$ 0.00	\$ 10,000
41	xxxxxx	UTILITY VALVE (2322)	EA	0	\$ 50,000	\$ 0.00	0	\$ 50,000	\$ 0.00	0	\$ 50,000	\$ 0.00	0	\$ 50,000	\$ 0.00	0	\$ 50,000	\$ 0.00	2	\$ 50,000	\$ 100,000	\$ 100,000
42	xxxxxx	SLOPE GRADING (LANDSLIDE - SOIL MIXING)	CY	0	\$ 50	\$ 0.00	0	\$ 50	\$ 0.00	0	\$ 50	\$ 0.00	0	\$ 50	\$ 0.00	15,000	\$ 50	\$ 750,000	5,000	\$ 50	\$ 250,000	\$ 1,000,000
43	xxxxxx	CEMENT DEEP SOIL MIXING	CY	0	\$ 150	\$ 0.00	0	\$ 150	\$ 0.00	0	\$ 150	\$ 0.00	0	\$ 150	\$ 0.00	6,000	\$ 150	\$ 900,000	2,000	\$ 150	\$ 300,000	\$ 1,200,000
44	xxxxxx	DISPOSAL OF DRILLING WASTE (ON-SITE)	CY	0	\$ 10	\$ 0.00	0	\$ 10	\$ 0.00	0	\$ 10	\$ 0.00	0	\$ 10	\$ 0.00	2400	\$ 10	\$ 24,000	800	\$ 10	\$ 8,000	\$ 32,000
45	999990	MOBILIZATION	LS	1	\$ 128,187	\$ 128,187	0	\$ 0.00	\$ 0.00	1	\$ 426,311	\$ 426,311	1	\$ 315,298	\$ 315,298	1	\$ 26,258	\$ 26,258	1	\$ 14,831	\$ 14,831	\$ 910,905
SUBTOTAL				\$ 1,281,872			\$ -			\$ 2,136,186			\$ 1,951,703			\$ 2,389,508			\$ 1,149,581			\$ 9,109,050
INDIVIDUAL CONSTRUCTION COST				\$ 1,282,000			\$ -			\$ 2,137,000			\$ 1,952,000			\$ 2,390,000			\$ 1,150,000			\$ 9,110,000
COMBINED CONSTRUCTION COST				\$ 1,282,000			\$ -			\$ 4,089,000			\$ 3,740,000			\$ 9,111,000			\$ 9,111,000			

	FAIRFIELD	BENICIA	TOTAL
ROADWAY REPAIRS (PIWA)	\$ 1,282,000	\$ -	\$ 1,282,000
WATERLINE REPAIRS (FAMA)	\$ 2,137,000	\$ 1,952,000	\$ 4,089,000
FUTURE MITIGATION	\$ 2,390,000	\$ 1,350,000	\$ 3,740,000
TOTAL	\$ 5,809,000	\$ 3,302,000	\$ 9,111,000

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EXHIBIT 3

AMENDED EXHIBIT B FOR COST SHARING



LOPES ROAD AND WATER PIPELINE RECONSTRUCTION PROJECT
CITY OF FAIRFIELD DEPARTMENT OF PUBLIC WORKS
 95% CONSTRUCTION COST ESTIMATE - FULL PROJECT
 COFICOB Revised 2/2026

No.	F	BID ITEM No.	BID ITEM DESCRIPTION	UNIT OF MEASURE	FHWA - ROADWAY COSTS						FHWA - SLOPE STABILIZATION COSTS						FEMA - WATER LINE COSTS						FEMA - UTILITY MITIGATION COSTS						COMBINED AMOUNT			
					FAIRFIELD			BENICIA			FAIRFIELD			BENICIA			FAIRFIELD - 733116			BENICIA - 727592			FAIRFIELD - 733116			BENICIA - 727592						
					ESTIMATED QUANTITY	UNIT PRICE	AMOUNT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT		ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
1		066013A	CONSTRUCTION STAKING	LS	1	\$ 7,500	\$ 7,500	0	\$ 7,500	\$ 0.00	0	\$ 7,500	\$ 0.00	1	\$ 3,000	\$ 3,000	0	\$ 3,000	\$ 0.00	1	\$ 8,500	\$ 8,500	1	\$ 8,500	\$ 8,500	0	\$ 1,500	\$ 0.00	0	\$ 1,500	\$ 0.00	\$ 27,500
2		070031	LEAD COMPLIANCE PLAN (INFORMATIONAL)	LS	1	\$ 6,000	\$ 6,000	0	\$ 6,000	\$ 0.00	0	\$ 6,000	\$ 0.00	0	\$ 6,000	\$ 0.00	0	\$ 6,000	\$ 0.00	0	\$ 0.00	\$ 0.00	0	\$ 0.00	\$ 0.00	0	\$ 0.00	\$ 0.00	0	\$ 0.00	\$ 0.00	\$ 6,000
3		120090	CONSTRUCTION AREA SIGNS	LS	1	\$ 4,000	\$ 4,000	0	\$ 4,000	\$ 0.00	0	\$ 4,000	\$ 0.00	0	\$ 4,000	\$ 0.00	0	\$ 4,000	\$ 0.00	1	\$ 1,650	\$ 1,650	1	\$ 1,650	\$ 1,650	0	\$ 0.00	\$ 0.00	0	\$ 0.00	\$ 0.00	\$ 7,300
4		120100	TRAFFIC CONTROL SYSTEM	LS	1	\$ 7,000	\$ 7,000	0	\$ 7,000	\$ 0.00	0	\$ 7,000	\$ 0.00	0	\$ 7,000	\$ 0.00	0	\$ 7,000	\$ 0.00	1	\$ 7,000	\$ 7,000	1	\$ 6,000	\$ 6,000	0	\$ 0.00	\$ 0.00	0	\$ 0.00	\$ 0.00	\$ 20,000
5		130100	JOB SITE MANAGEMENT	LS	1	\$ 5,000	\$ 5,000	0	\$ 5,000	\$ 0.00	0	\$ 5,000	\$ 0.00	1	\$ 4,000	\$ 4,000	0	\$ 4,000	\$ 0.00	1	\$ 6,500	\$ 6,500	1	\$ 6,500	\$ 6,500	0	\$ 2,000	\$ 0.00	0	\$ 2,000	\$ 0.00	\$ 22,000
6		130301	STORM WATER POLLUTION PREVENTION PLAN	LS	1	\$ 7,500	\$ 7,500	0	\$ 7,500	\$ 0.00	0	\$ 7,500	\$ 0.00	0	\$ 7,500	\$ 0.00	0	\$ 7,500	\$ 0.00	1	\$ 7,500	\$ 7,500	1	\$ 7,500	\$ 7,500	0	\$ 7,500	\$ 0.00	0	\$ 7,500	\$ 0.00	\$ 22,500
7		130610	TEMPORARY CHECK DAM	LF	480	\$ 13	\$ 6,240	0	\$ 13	\$ 0.00	0	\$ 13	\$ 0.00	0	\$ 13	\$ 0.00	0	\$ 13	\$ 0.00	0	\$ 13	\$ 0.00	0	\$ 13	\$ 0.00	0	\$ 13	\$ 0.00	0	\$ 13	\$ 0.00	\$ 6,240
8		146002	CONTRACTOR-SUPPLIED BIOLOGIST (LS)	LS	0	\$ 4,000	\$ 0.00	0	\$ 4,000	\$ 0.00	0	\$ 4,000	\$ 0.00	1	\$ 4,000	\$ 4,000	0	\$ 4,000	\$ 0.00	1	\$ 8,000	\$ 8,000	1	\$ 8,000	\$ 8,000	0	\$ 2,000	\$ 0.00	0	\$ 2,000	\$ 0.00	\$ 20,000
9		160110	TEMPORARY HIGH-VISIBILITY FENCE	LF	1,000	\$ 7.00	\$ 7,000	0	\$ 7.00	\$ 0.00	0	\$ 7.00	\$ 0.00	0	\$ 7.00	\$ 0.00	0	\$ 7.00	\$ 0.00	250	\$ 7.00	\$ 1,750	250	\$ 7.00	\$ 1,750	0	\$ 7.00	\$ 0.00	0	\$ 7.00	\$ 0.00	\$ 14,000
10		16011A	TEMPORARY WILDLIFE EXCLUSION FENCE	LF	1,000	\$ 15	\$ 15,000	0	\$ 15	\$ 0.00	0	\$ 15	\$ 0.00	0	\$ 15	\$ 0.00	0	\$ 15	\$ 0.00	0	\$ 15	\$ 0.00	0	\$ 15	\$ 0.00	0	\$ 15	\$ 0.00	0	\$ 15	\$ 0.00	\$ 15,000
11		160680	TEMPORARY SILT FENCE	LF	970	\$ 5.00	\$ 4,850	0	\$ 5.00	\$ 0.00	0	\$ 5.00	\$ 0.00	0	\$ 5.00	\$ 0.00	0	\$ 5.00	\$ 0.00	0	\$ 5.00	\$ 0.00	0	\$ 5.00	\$ 0.00	0	\$ 5.00	\$ 0.00	0	\$ 5.00	\$ 0.00	\$ 4,850
12		170103	CLEARING AND GRUBBING	LS	0	\$ 40,000	\$ 0.00	0	\$ 20,000	\$ 0.00	0	\$ 20,000	\$ 0.00	0	\$ 40,000	\$ 0.00	0	\$ 20,000	\$ 0.00	1	\$ 20,000	\$ 20,000	1	\$ 20,000	\$ 20,000	0	\$ 40,000	\$ 0.00	0	\$ 20,000	\$ 0.00	\$ 60,000
13		1703XX	SLOPE GRADING (BENCH FOR SOIL MIXING)	CY	0	\$ 50	\$ 0.00	0	\$ 50	\$ 0.00	0	\$ 50	\$ 0.00	0	\$ 50	\$ 0.00	0	\$ 50	\$ 0.00	0	\$ 50	\$ 0.00	0	\$ 50	\$ 0.00	0	\$ 50	\$ 0.00	0	\$ 50	\$ 0.00	\$ 69,000
14		190101	ROADWAY EXCAVATION	CY	710	\$ 100	\$ 71,000	0	\$ 100	\$ 0.00	0	\$ 100	\$ 0.00	0	\$ 100	\$ 0.00	0	\$ 100	\$ 0.00	0	\$ 100	\$ 0.00	0	\$ 100	\$ 0.00	0	\$ 100	\$ 0.00	0	\$ 100	\$ 0.00	\$ 71,000
15		1913XX	TEMPORARY EXCAVATION (BENCH FOR SOIL MIXING)	CY	0	\$ 50	\$ 0.00	0	\$ 50	\$ 0.00	0	\$ 50	\$ 0.00	0	\$ 50	\$ 0.00	0	\$ 50	\$ 0.00	0	\$ 50	\$ 0.00	0	\$ 50	\$ 0.00	0	\$ 50	\$ 0.00	0	\$ 50	\$ 0.00	\$ 69,000
16		1914XX	DISPOSAL OF DRILLING WASTE (ON-SITE)	CY	0	\$ 10	\$ 0.00	0	\$ 10	\$ 0.00	0	\$ 10	\$ 0.00	0	\$ 10	\$ 0.00	0	\$ 10	\$ 0.00	0	\$ 10	\$ 0.00	0	\$ 10	\$ 0.00	0	\$ 10	\$ 0.00	0	\$ 10	\$ 0.00	\$ 48,000
17		198010	IMPORTED BORROW	CY	2060	\$ 75	\$ 154,500	0	\$ 75	\$ 0.00	0	\$ 75	\$ 0.00	0	\$ 75	\$ 0.00	0	\$ 75	\$ 0.00	0	\$ 75	\$ 0.00	0	\$ 75	\$ 0.00	0	\$ 75	\$ 0.00	0	\$ 75	\$ 0.00	\$ 154,500
18		210350	FIBER ROLLS	LF	1,790	\$ 5.00	\$ 8,950	0	\$ 5.00	\$ 0.00	0	\$ 5.00	\$ 0.00	0	\$ 5.00	\$ 0.00	0	\$ 5.00	\$ 0.00	0	\$ 5.00	\$ 0.00	0	\$ 5.00	\$ 0.00	0	\$ 5.00	\$ 0.00	0	\$ 5.00	\$ 0.00	\$ 8,950
19		210430	HYDROSEED	SF	24,100	\$ 0.20	\$ 4,820	0	\$ 0.20	\$ 0.00	0	\$ 0.20	\$ 0.00	0	\$ 0.20	\$ 0.00	0	\$ 0.20	\$ 0.00	1,250	\$ 0.20	\$ 250	1,250	\$ 0.20	\$ 250	0	\$ 0.20	\$ 0.00	0	\$ 0.20	\$ 0.00	\$ 5,320
20		2404XX	CEMENT DEEP SOIL MIXING	CY	0	\$ 150	\$ 0.00	0	\$ 150	\$ 0.00	0	\$ 150	\$ 0.00	0	\$ 150	\$ 0.00	0	\$ 150	\$ 0.00	0	\$ 150	\$ 0.00	0	\$ 150	\$ 0.00	0	\$ 150	\$ 0.00	0	\$ 150	\$ 0.00	\$ 1,800,000
21		260203	CLASS 2 AGGREGATE BASE	CY	2,060	\$ 150	\$ 309,000	0	\$ 150	\$ 0.00	0	\$ 150	\$ 0.00	0	\$ 150	\$ 0.00	0	\$ 150	\$ 0.00	0	\$ 150	\$ 0.00	0	\$ 150	\$ 0.00	0	\$ 150	\$ 0.00	0	\$ 150	\$ 0.00	\$ 309,000
22		390132	HOT MIX ASPHALT (TYPE A)	TON	830	\$ 215	\$ 178,450	0	\$ 350	\$ 0.00	0	\$ 350	\$ 0.00	0	\$ 350	\$ 0.00	0	\$ 350	\$ 0.00	0	\$ 350	\$ 0.00	0	\$ 350	\$ 0.00	0	\$ 350	\$ 0.00	0	\$ 350	\$ 0.00	\$ 178,450
23		394075	PLACE HOT MIX ASPHALT DIKE (TYPE D)	LF	400	\$ 25	\$ 10,000	0	\$ 25	\$ 0.00	0	\$ 25	\$ 0.00	0	\$ 25	\$ 0.00	0	\$ 25	\$ 0.00	0	\$ 25	\$ 0.00	0	\$ 25	\$ 0.00	0	\$ 25	\$ 0.00	0	\$ 25	\$ 0.00	\$ 10,000
24		398200	COLD PLANE ASPHALT CONCRETE PAVEMENT	SOYD	65	\$ 275	\$ 17,875	0	\$ 275	\$ 0.00	0	\$ 275	\$ 0.00	0	\$ 275	\$ 0.00	0	\$ 275	\$ 0.00	0	\$ 275	\$ 0.00	0	\$ 275	\$ 0.00	0	\$ 275	\$ 0.00	0	\$ 275	\$ 0.00	\$ 17,875
25		650018	24" REINFORCED CONCRETE PIPE	LF	430	\$ 330	\$ 141,900	0	\$ 330	\$ 0.00	0	\$ 330	\$ 0.00	0	\$ 330	\$ 0.00	0	\$ 330	\$ 0.00	0	\$ 330	\$ 0.00	0	\$ 330	\$ 0.00	0	\$ 330	\$ 0.00	0	\$ 330	\$ 0.00	\$ 141,900
26		705206	24" CONCRETE FLARED END SECTION	EA	2	\$ 4,000	\$ 8,000	0	\$ 4,000	\$ 0.00	0	\$ 4,000	\$ 0.00	0	\$ 4,000	\$ 0.00	0	\$ 4,000	\$ 0.00	0	\$ 4,000	\$ 0.00	0	\$ 4,000	\$ 0.00	0	\$ 4,000	\$ 0.00	0	\$ 4,000	\$ 0.00	\$ 8,000
27		721420	CONCRETE (DITCH LINING)	CY	70	\$ 1,250	\$ 87,500	0	\$ 2,500	\$ 0.00	0	\$ 2,500	\$ 0.00	0	\$ 2,500	\$ 0.00	0	\$ 2,500	\$ 0.00	0	\$ 2,500	\$ 0.00	0	\$ 2,500	\$ 0.00	0	\$ 2,500	\$ 0.00	0	\$ 2,500	\$ 0.00	\$ 87,500
28		7702XXA	REMOVE 30" WATER PIPE	LF	0	\$ 50	\$ 0.00	0	\$ 50	\$ 0.00	0	\$ 50	\$ 0.00	0	\$ 50	\$ 0.00	0	\$ 50	\$ 0.00	0	\$ 50	\$ 0.00	0	\$ 50	\$ 0.00	0	\$ 50	\$ 0.00	0	\$ 50	\$ 0.00	\$ 39,500
29		7702XXB	REMOVE 36" WATER PIPE	LF	0	\$ 50	\$ 0.00	0	\$ 50	\$ 0.00	0	\$ 50	\$ 0.00	0	\$ 50	\$ 0.00	0	\$ 50	\$ 0.00	945	\$ 50	\$ 47,250	0	\$ 50	\$ 0.00	0	\$ 50	\$ 0.00	0	\$ 50	\$ 0.00	\$ 47,250
30		7702XXC	REMOVE BYPASS WATER PIPE	LF	0	\$ 40	\$ 0.00	0	\$ 40	\$ 0.00	0	\$ 40	\$ 0.00	0	\$ 40	\$ 0.00	0	\$ 40	\$ 0.00	3,020	\$ 40	\$ 120,800	0	\$ 40	\$ 0.00	0	\$ 40	\$ 0.00	0	\$ 40	\$ 0.00	\$ 120,800
31	F	7703XXA	24" CML & CMC WATER LINE	LF	0	\$ 2,000	\$ 0.00	0	\$ 2,000	\$ 0.00	0	\$ 2,000	\$ 0.00	0	\$ 2,000	\$ 0.00	0	\$ 2,000	\$ 0.00	100	\$ 2,000	\$ 200,000	0	\$ 2,000	\$ 0.00	0	\$ 2,000	\$ 0.00	0	\$ 2,000	\$ 0.00	\$ 200,000
32	F	7703XXB	30" CML & CMC WATER LINE	LF	0	\$ 950	\$ 0.00	0	\$ 950	\$ 0.00	0	\$ 950	\$ 0.00	0	\$ 950	\$ 0.00	0	\$ 950	\$ 0.00	0	\$ 950	\$ 0.00	0	\$ 950	\$ 0.00	0	\$ 950	\$ 0.00	0	\$ 950	\$ 0.00	\$ 769,500
33	F	7703XXC	36" CML & CMC WATER LINE	LF	0	\$ 1,000	\$ 0.00	0	\$ 1,000	\$ 0.00	0	\$ 1,000	\$ 0.00	0	\$ 1,000	\$ 0.00	0	\$ 1,000	\$ 0.00	0	\$ 1,000	\$ 960,000	0	\$ 1,000	\$ 0.00	0	\$ 1,000	\$ 0.00	0	\$ 1,000	\$ 0.00	\$ 960,000
34		7704XX	CONCRETE THRUST BLOCK	EA	0	\$ 70,000	\$ 0.00	0	\$ 70,000	\$ 0.00	0	\$ 70,000	\$ 0.00	0	\$ 70,000	\$ 0.00	0	\$ 70,000	\$ 0.00	2	\$ 70,000	\$ 140,000	0	\$ 70,000	\$ 0.00	0	\$ 70,000	\$ 0.00	0	\$ 70,000	\$ 0.00	\$ 140,000
35		7705XXA	24" FLANGED BUTTERFLY VALVE	EA	0	\$ 23,500	\$ 0.00	0	\$ 23,500	\$ 0.00	0	\$ 23,500	\$ 0.00	0	\$ 23,500	\$ 0.00	0	\$ 23,500	\$ 0.00	2	\$ 15,700	\$ 31,400	0	\$ 23,500	\$ 0.00	0	\$ 23,500	\$ 0.00	0	\$ 23,500	\$ 0.00	\$ 31,400
36		7705XXB	36" FLANGED BUTTERFLY VALVE	EA	0	\$ 45,000	\$ 0.00	0	\$ 45,000	\$ 0.00	0	\$ 45,000	\$ 0.00	0	\$ 45,000	\$ 0.00	0	\$ 45,000	\$ 0.00	1	\$ 30,000	\$ 30,000	0	\$ 45,000	\$ 0.00	0	\$ 45,000	\$ 0.00	0	\$ 45,000	\$ 0.00	\$ 30,000
37		7706XXA	UTILITY VAULT (8x7)	EA	0	\$ 58,400	\$ 0.00	0	\$ 58,400	\$ 0.00	0	\$ 58,400	\$ 0.00	0	\$ 58,400	\$ 0.00	0	\$ 58,400	\$ 0.00	2	\$ 58,400	\$ 116,800	0	\$ 58,400	\$ 0.00	0	\$ 58,400	\$ 0.00	0	\$ 58,400	\$ 0.00	\$ 116,800
38		7706XXB	ISOLATION VAULT (10x8)	EA	0	\$ 85,500	\$ 0.00	0	\$ 85,500	\$ 0.00	0	\$ 85,500	\$ 0.00	0	\$ 85,500	\$ 0.00	0	\$ 85,500	\$ 0.00	1	\$ 85,500	\$ 85,500	0	\$ 85,500	\$ 0.00	0	\$ 85,500	\$ 0.00	0	\$ 85,500	\$ 0.00	\$ 85,500
39		7706XXC	UTILITY VAULT (22x18)	EA	0	\$ 133,500	\$ 0.00	0	\$ 133,500	\$ 0.00	0	\$ 133,500	\$ 0.00	0	\$ 133,500	\$ 0.00	0	\$ 133,500	\$ 0.00	2	\$ 133,500	\$ 267,000	0	\$ 133,500	\$ 0.00	0	\$ 133,500	\$ 0.00	0	\$ 133,500	\$ 0.00	\$ 267,000
40		7707XX	CATHODIC PROTECTION	LS	0	\$ 230,000	\$ 0.00	0	\$ 230,000	\$ 0.00	0	\$ 230,000	\$ 0.00																			



LOPES ROAD AND WATER PIPELINE RECONSTRUCTION PROJECT
CITY OF FAIRFIELD DEPARTMENT OF PUBLIC WORKS
 65% CONSTRUCTION COST ESTIMATE - FHWA ROADWAY PROJECT
 COF Revised 10/27/25

No.	F	BID ITEM No.	BID ITEM DESCRIPTION	UNIT OF MEASURE	FHWA - ROADWAY COSTS		
					FAIRFIELD		
					ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
1		066013A	CONSTRUCTION STAKING	LS	1	\$ 7,500	\$ 7,500
2		070031	LEAD COMPLIANCE PLAN (INFORMATIONAL)	LS	1	\$ 6,000	\$ 6,000
3		120090	CONSTRUCTION AREA SIGNS	LS	1	\$ 4,000	\$ 4,000
4		120100	TRAFFIC CONTROL SYSTEM	LS	1	\$ 7,000	\$ 7,000
5		130100	JOB SITE MANAGEMENT	LS	1	\$ 5,000	\$ 5,000
6		130301	STORM WATER POLLUTION PREVENTION PLAN	LS	1	\$ 7,500	\$ 7,500
7		130610	TEMPORARY CHECK DAM	LF	480	\$ 13	\$ 6,240
9		160110	TEMPORARY HIGH-VISIBILITY FENCE	LF	1000	\$ 7.00	\$ 7,000
10		160111A	TEMPORARY WILDLIFE EXCLUSION FENCE	LF	1000	\$ 15	\$ 15,000
11		160680	TEMPORARY SILT FENCE	LF	970	\$ 5.00	\$ 4,850
14		190101	ROADWAY EXCAVATION	CY	710	\$ 100	\$ 71,000
17		198010	IMPORTED BORROW	CY	2060	\$ 75	\$ 154,500
18		210350	FIBER ROLLS	LF	1790	\$ 5.00	\$ 8,950
19		210430	HYDROSEED	SF	24100	\$ 0.20	\$ 4,820
21		260203	CLASS 2 AGGREGATE BASE	CY	2060	\$ 150	\$ 309,000
22		390132	HOT MIX ASPHALT (TYPE A)	TON	830	\$ 215	\$ 178,450
23		394075	PLACE HOT MIX ASPHALT DIKE (TYPE D)	LF	400	\$ 25	\$ 10,000
24		398200	COLD PLANE ASPHALT CONCRETE PAVEMENT	SQYD	65	\$ 275	\$ 17,875
25		650018	24" REINFORCED CONCRETE PIPE	LF	430	\$ 330	\$ 141,900
26		705206	24" CONCRETE FLARED END SECTION	EA	2	\$ 4,000	\$ 8,000
27		721420	CONCRETE (DITCH LINING)	CY	70	\$ 1,250	\$ 87,500
44		800016	FENCE (TYPE BW, 6-STRAND, METAL POST)	LF	970	\$ 30	\$ 29,100
45		801210	14' WIRE MESH GATE	EA	2	\$ 3,400	\$ 6,800
46		810230	PAVEMENT MARKER (RETROREFLECTIVE)	EA	80	\$ 10	\$ 800
47		820134	OBJECT MARKER (TYPE P)	EA	1	\$ 90	\$ 90
48		820530	RESET ROADSIDE SIGN	EA	1	\$ 500	\$ 500
49		832006	MIDWEST GUARDRAIL SYSTEM (STEEL POST)	LF	850	\$ 55	\$ 46,750
50		839752	REMOVE GUARDRAIL	LF	480	\$ 20	\$ 9,600
51		846007	6" THERMOPLASTIC TRAFFIC STRIPE (ENHANCED WET NIGHT VISIBILITY)	LF	3480	\$ 10	\$ 34,800
53		999990	MOBILIZATION	LS	1	\$ 132,281	\$ 132,281
SUBTOTAL							\$ 1,099,375
ENGINEERING/ENVIRONMENTAL CLEARANCE/ PERMITTING							\$ 382,347
INCLINOMETER MONITORING							\$ -
CONSTRUCTION ENGINEERING							\$ 159,646
PROJECT COST (FHWA)							\$ 1,642,000



LOPES ROAD AND WATER PIPELINE RECONSTRUCTION PROJECT
CITY OF FAIRFIELD DEPARTMENT OF PUBLIC WORKS
 65% CONSTRUCTION COST ESTIMATE - FHWA DSM PROJECT
 COF Revised 10/27/25

No.	F	BID ITEM No.	BID ITEM DESCRIPTION	UNIT OF MEASURE	FHWA - MITIGATION COSTS		
					FAIRFIELD		
					ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
1		066013A	CONSTRUCTION STAKING	LS	1	\$ 3,000	\$ 3,000
2		130100	JOB SITE MANAGEMENT	LS	1	\$ 4,000	\$ 4,000
6		146002	CONTRACTOR-SUPPLIED BIOLOGIST (LS)	LS	1	\$ 4,000	\$ 4,000
6		1703XX	SLOPE GRADING (BENCH FOR SOIL MIXING)	CY	1,380	\$ 50	\$ 69,000
6		1913XX	TEMPORARY EXCAVATION (BENCH FOR SOIL MIXING)	CY	1380	\$ 50	\$ 69,000
6		1914XX	DISPOSAL OF DRILLING WASTE (ON-SITE)	CY	4800	\$ 10	\$ 48,000
6		2404XX	CEMENT DEEP SOIL MIXING	CY	12000	\$ 150	\$ 1,800,000
6		999990	MOBILIZATION	LS	1	\$ 221,889	\$ 221,889
SUBTOTAL							\$ 2,218,889
ENGINEERING/ENVIRONMENTAL CLEARANCE/ PERMITTING							\$ 187,952
INCLINOMETER MONITORING							\$ -
CONSTRUCTION ENGINEERING							\$ 267,792
PROJECT COST (FHWA)							\$ 2,675,000



LOPES ROAD AND WATER PIPELINE RECONSTRUCTION PROJECT
CITY OF FAIRFIELD DEPARTMENT OF PUBLIC WORKS
 65% CONSTRUCTION COST ESTIMATE - FEMA WATER LINE & ELECTRICAL REPAIRS
 COF Revised 10/27/25

No.	F	BID ITEM No.	BID ITEM DESCRIPTION	UNIT OF MEASURE	FEMA - WATER & ELECTRICAL		
					FAIRFIELD - 733116		
					ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
1		1	CONSTRUCTION STAKING	LS	1	\$ 8,500	\$ 8,500
2		120090	CONSTRUCTION AREA SIGNS	LS	1	\$ 1,650	\$ 1,650
3		120100	TRAFFIC CONTROL SYSTEM	LS	1	\$ 7,000	\$ 7,000
4		130100	JOB SITE MANAGEMENT	LS	1	\$ 6,500	\$ 6,500
5		130301	STORM WATER POLLUTION PREVENTION PLAN	LS	1	\$ 7,500	\$ 7,500
1		146002	CONTRACTOR-SUPPLIED BIOLOGIST (LS)	LS	1	\$ 8,000	\$ 8,000
1		160110	TEMPORARY HIGH-VISIBILITY FENCE	LF	750	\$ 7.00	\$ 5,250
1		170103	CLEARING AND GRUBBING	LS	1	\$ 40,000	\$ 40,000
1		210430	HYDROSEED	SF	1250	\$ 0.20	\$ 250
1		7702XXA	REMOVE 30" WATER PIPE	LF	790	\$ 50	\$ 39,500
1	F	7703XXB	30" CML & CMC WATER LINE	LF	810	\$ 950	\$ 769,500
1		7707XX	CATHODIC PROTECTION	LS	1	\$ 230,000	\$ 230,000
1		8715xx	MODIFY COMMUNICATION SYSTEM	LS	1	\$ 520,000	\$ 520,000
1		999990	MOBILIZATION	LS	1	\$ 182,628	\$ 182,628
SUBTOTAL							\$ 1,826,278
ENGINEERING/ENVIRONMENTAL CLEARANCE/ PERMITTING							\$ 629,563
INCLINOMETER MONITORING							\$ -
CONSTRUCTION ENGINEERING							\$ 373,885
PROJECT COST (FEMA)							\$ 2,830,000



LOPES ROAD AND WATER PIPELINE RECONSTRUCTION PROJECT
CITY OF FAIRFIELD DEPARTMENT OF PUBLIC WORKS
 65% CONSTRUCTION COST ESTIMATE - FEMA MITIGATION REPAIRS
 COF Revised 10/27/25

No.	F	BID ITEM No.	BID ITEM DESCRIPTION	UNIT OF MEASURE	FEMA - MITIGATION COSTS			
					ESTIMATED QUANTITY	UNIT PRICE	AMOUNT	
							FAIRFIELD - 733116	
1		7708XXA	30" FORCED BALANCED FLEX EXPANSION COUPLING	EA	2	\$ 120,600	\$ 241,200	
1		999990	MOBILIZATION	LS	1	\$ 26,800	\$ 26,800	
SUBTOTAL							\$	268,000
ENGINEERING/ENVIRONMENTAL CLEARANCE/ PERMITTING							\$	38,979
INCLINOMETER MONITORING							\$	-
CONSTRUCTION ENGINEERING							\$	55,536
PROJECT COST (FEMA)							\$	363,000



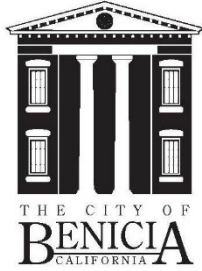
LOPES ROAD AND WATER PIPELINE RECONSTRUCTION PROJECT
CITY OF FAIRFIELD DEPARTMENT OF PUBLIC WORKS
 65% CONSTRUCTION COST ESTIMATE - FEMA WATER LINE REPAIRS
 COB Revised 10/27/25

No.	F	BID ITEM No.	BID ITEM DESCRIPTION	UNIT OF MEASURE	FEMA - WATER LINE COSTS		
					BENICIA - 727592		
					ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
1		066013A	CONSTRUCTION STAKING	LS	1	\$ 8,500	\$ 8,500
1		120090	CONSTRUCTION AREA SIGNS	LS	1	\$ 1,650	\$ 1,650
1		120100	TRAFFIC CONTROL SYSTEM	LS	1	\$ 6,000	\$ 6,000
1		130100	JOB SITE MANAGEMENT	LS	1	\$ 6,500	\$ 6,500
1		130301	STORM WATER POLLUTION PREVENTION PLAN	LS	1	\$ 7,500	\$ 7,500
1		146002	CONTRACTOR-SUPPLIED BIOLOGIST (LS)	LS	1	\$ 8,000	\$ 8,000
1		160110	TEMPORARY HIGH-VISIBILITY FENCE	LF	250	\$ 7.00	\$ 1,750
1		170103	CLEARING AND GRUBBING	LS	1	\$ 20,000	\$ 20,000
1		210430	HYDROSEED	SF	1250	\$ 0.20	\$ 250
1		7702XXB	REMOVE 36" WATER PIPE	LF	945	\$ 50	\$ 47,250
1		7702XXC	REMOVE BYPASS WATER PIPE	LF	3020	\$ 40	\$ 120,800
1	F	7703XXA	24" CML & CMC WATER LINE	LF	100	\$ 2,000	\$ 200,000
1	F	7703XXC	36" CML & CMC WATER LINE	LF	960	\$ 1,000	\$ 960,000
1		7704XX	CONCRETE THRUST BLOCK	EA	2	\$ 70,000	\$ 140,000
1		7705XXA	24" FLANGED BUTTERFLY VALVE	EA	2	\$ 15,700	\$ 31,400
1		7705XXB	36" FLANGED BUTTERFLY VALVE	EA	1	\$ 30,000	\$ 30,000
1		7706XXA	UTILITY VAULT (8x7)	EA	2	\$ 58,400	\$ 116,800
1		7706XXB	ISOLATION VAULT (10x8)	EA	1	\$ 85,500	\$ 85,500
1		7706XXC	UTILITY VAULT (22x18)	EA	2	\$ 133,500	\$ 267,000
1		7711xx	ABANDON SLOPE INCLINOMETER	EA	3	\$ 5,000	\$ 15,000
1		999990	MOBILIZATION	LS	1	\$ 230,433	\$ 230,433
SUBTOTAL							\$ 2,304,333
ENGINEERING/ENVIRONMENTAL CLEARANCE/ PERMITTING							\$ 209,854
INCLINOMETER MONITORING							\$ 60,000
CONSTRUCTION ENGINEERING							\$ 124,628
PROJECT COST (FEMA)							\$ 2,699,000



LOPES ROAD AND WATER PIPELINE RECONSTRUCTION PROJECT
CITY OF FAIRFIELD DEPARTMENT OF PUBLIC WORKS
 65% CONSTRUCTION COST ESTIMATE - FEMA MITIGATION REPAIRS
 COB Revised 10/27/25

No.	F	BID ITEM No.	BID ITEM DESCRIPTION	UNIT OF MEASURE	FEMA - MITIGATION COSTS				
					ESTIMATED QUANTITY	UNIT PRICE	AMOUNT		
							BENICIA - 727592		
1		7708XXB	36" FORCED BALANCED FLEX EXPANSION COUPLING	EA	2	\$ 155,500	\$	311,000	
1		999990	MOBILIZATION	LS	1	\$ 34,556	\$	34,556	
SUBTOTAL								\$	345,556
ENGINEERING/ENVIRONMENTAL CLEARANCE/ PERMITTING								\$	12,993
INCLINOMETER MONITORING								\$	-
CONSTRUCTION ENGINEERING								\$	18,512
PROJECT COST (FEMA)								\$	378,000



AGENDA ITEM
CITY COUNCIL MEETING DATE – MARCH 17, 2026
CONSENT CALENDAR

TO : City Manager

FROM : Assistant City Manager

SUBJECT : **AUTHORIZATION OF A GRANT APPLICATION AND RECEIPT OF PROHOUSING INCENTIVE PROGRAM FUNDS**

EXECUTIVE SUMMARY:

The requested action would authorize the City of Benicia to apply for Prohousing Incentive Program (PIP) funding in the amount of up to \$750,000 from the Department of Housing and Community Development (HCD) to support development costs for the Benicia Senior affordable housing development.

RECOMMENDATION:

Adopt a resolution (Attachment 1) authorizing the Development Services Department to submit a grant application and receive award of funds for the Benicia Senior affordable housing development.

BUDGET INFORMATION:

The proposed grant application would seek \$750,000 in grant funds from HCD through the PIP program. No local match is required.

BACKGROUND:

The PIP grant implements HCD's Prohousing Designation Program by funding housing production and preservation in eligible jurisdictions. The City of Benicia has applied for Prohousing Designation and anticipates receiving the designation in Spring 2026.

The proposed grant application would be submitted in anticipation of the City's eligibility for funds and in support of ongoing efforts to develop approximately 100 units of affordable senior housing in Benicia, on lands owned by the City at the location of the Benicia Senior Center/library parking lot and Scout Parcel (East 4th and East L Street). The Benicia Senior affordable housing development project and associated funding efforts would implement the City's Housing Element and mark a critical milestone towards affordable housing production in Benicia.

City staff have been in coordination with HCD staff and project developer, Eden Housing, on the Prohousing Designation Status, grant funding request, and program

details. Despite the current contingency, the City has been encouraged to seek PIP funding for the Benicia Senior project.

PIP funds would be allocated toward development of the Promenade, a proposed community-serving park amenity. The Promenade is envisioned as an activated, landscaped area and path that connects housing and parking with the Civic Center area, notably the library, senior center and city gym. Eden Housing and their design team have conducted outreach on preliminary design concepts for the Benicia Senior project, including the Promenade, and are currently refining project design based on community feedback.

In total, construction costs for the Promenade are expected to total about \$1.15 million inclusive of site preparation, paving, hardscape, lighting, landscaping, and placemaking elements. The proposed grant funding would substantially offset this cost and help to fund an essential project amenity that cannot otherwise be financed through tax credit allocations. PIP Funds must be expended no later than June 30, 2029; Eden Housing has been briefed and has indicated that they can meet the grant timeframes. With respect to overall project status, the City has been in regular coordination with Eden on the project, including the terms of property disposition, and expects that this item will be presented to the Council for action in late Spring 2026.

NEXT STEPS:

The City will submit the grant application prior to the March 31, 2026 deadline. Grant awards will be announced in June 2026. If grant funds are awarded, staff would then coordinate with HCD on execution of a Standard Agreement in Summer 2026.

ALTERNATIVE ACTIONS:

The Council decline to authorize the requested action.

CEQA Analysis	The grant application is statutorily exempt from the California Environmental Quality Act. The application seeks funding for a plan, but the Council’s action on this request would not result in direct nor reasonably foreseeable indirect change to the environment and is therefore not a “project” as the term is defined in Public Resources Code section 21065.
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ATTACHMENTS:

1. Resolution - Authorizing Grant Application and Receipt of Prohousing Incentive Program funds

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 AUTHORIZING APPLICATION FOR, AND RECEIPT OF, PROHOUSING INCENTIVE PROGRAM FUNDS

WHEREAS, pursuant to Health and Safety Code 50470 et. Seq, the California Department of Housing and Community Development (Department) is authorized to issue Guidelines as part of an incentive program (hereinafter referred to by the Department as the Prohousing Incentive Program or “PIP”); and

WHEREAS, the City Council of the City of Benicia desires to submit a PIP grant application package (“Application”), on the forms provided by the Department, for approval of grant funding for eligible activities toward planning and implementation activities related to housing and community development as a result of meeting eligibility criteria including but not limited to Prohousing Designation; and

WHEREAS, the Department has issued Guidelines and Application on September 30, 2025 in the amount of \$8,000,000 for PIP.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Benicia does hereby resolve as follows:

SECTION 1. The City Manager or their designee is hereby authorized and directed to submit an Application to the Department in response to the NOFA, and to apply for the PIP grant funds in a total amount not to exceed \$750,000.

SECTION 2. In connection with the PIP grant, if the Application is approved by the Department, the City Manager of the City of Benicia is authorized and directed to enter into, execute, and deliver on behalf of the Applicant, a State of California Agreement (Standard Agreement) for the amount of \$750,000, and any and all other documents required or deemed necessary or appropriate to evidence and secure the PIP grant, the Applicant’s obligations related thereto, and all amendments thereto.

SECTION 3. The Applicant shall be subject to the terms and conditions as specified in the Guidelines, and the Standard Agreement provided by the Department after approval. The Application and any and all accompanying documents are incorporated in full as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the Application will be enforceable through the fully executed Standard Agreement. Pursuant to the Guidelines and in conjunction with the terms of the Standard Agreement, the Applicant hereby agrees to use the funds for eligible uses and allowable expenditures in the manner presented and specifically identified in the approved Application.

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 17th day of March, 2026 by the following vote:

Ayes:

Noes:

Absent:

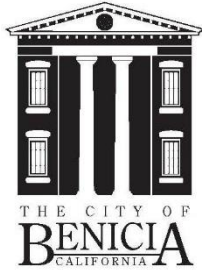
Abstain:

Steve Young, Mayor

Attest:

Lisa Wolfe, City Clerk

Date



**AGENDA ITEM
CITY COUNCIL MEETING DATE – MARCH 17, 2026
BUSINESS ITEM**

TO : City Manager

FROM : Assistant City Manager

SUBJECT : **2025 GENERAL PLAN AND HOUSING ELEMENT
ANNUAL PROGRESS REPORT**

EXECUTIVE SUMMARY:

Section 65400 of the California Government Code requires that cities submit an annual report detailing the progress in implementation of established General Plan goals including the adopted Housing Element. This report is submitted to the Governor’s Office of Land Use and Climate Innovation (LCI) and with respect to the Housing Element, the Department of Housing and Community Development (HCD) by April 1 of each year.

RECOMMENDATION:

Accept the 2025 General Plan and Housing Element Annual Progress Report (Attachment 1).

BUDGET INFORMATION:

There are no costs associated with accepting, or providing feedback on, the 2025 General Plan and Housing Element Annual Progress Report.

BACKGROUND:

Public Noticing

The Annual Report provides information on the status of adopted General Plan programs and does not modify or amend the General Plan in any way. Although public noticing for the General Plan and Housing Element Annual Progress Report is not required by LCI nor HCD respectively, the City of Benicia’s adopted Housing Element requires public noticing for Planning Commission (Commission) and City Council review. A public notice was posted at City Hall on February 25, 2026, as well as published in the Benicia Herald on February 27, 2026 and March 6, 2026.

General Plan

California law requires each city to adopt a comprehensive, long-term General Plan to guide the physical development of the city. The General Plan serves as an outline for future growth and development and provides the basis for land use planning decisions. As such, the General Plan contains policies and programs designed to provide decision makers with a solid foundation for land use and development decisions.

The City of Benicia's General Plan is the guiding document for future policy considerations and development within the City. Benicia's General Plan was adopted in 1999, and implementation is ongoing. The General Plan Annual Report highlights the changes and actions that have occurred for calendar year 2025. The General Plan is accessible from the City website at www.ci.benicia.ca.us/planning.

Annual Reporting

State law requires that each city submit annual reports by April 1st of each year to the LCI and with respect to the Housing Element, HCD to ensure that the goals, policies, and action items of the General Plan and Housing Element are being implemented.

Both reporting elements have been combined into a single Annual Progress Report. The annual report identifies the General Plan and Housing Element programs for which the City has made notable progress or changes during the 2025 calendar year. A complete List of General Plan Goals, Policies and Programs is included in the report as Appendix B to Attachment 1.

In addition to reporting on the City's progress toward completion of programs, the Housing Element Annual Progress Report includes a listing of all housing units entitled, permitted, and completed during the calendar year. See Appendix A to Attachment 1.

Planning Commission Action

The public notice for the February 12 Planning Commission meeting was published in the Benicia Herald on January 21, 2026 and posted at City Hall on January 23, 2026. The Planning Commission held a public hearing, as well as reviewed and commented on the report at their regular meeting on February 12, 2026.

No public comment was provided during the meeting. Commissioners asked clarifying questions about the Housing Element progress reporting, the age of the Benicia General Plan, electronic permitting, and minor updates to objective standards for housing. Staff provided clarification about HCD reviews, the level of effort and resources needed for a general plan update, and opportunities for customer service both virtually and in person and the most recent update to objective standards in December 2025.

The Commission recommended that the report be accepted by the City Council and transmitted to LCI and HCD (Approved 5-1; Commissioner Gorman absent). The dissenting commissioner had expressed reservations about the age of the Benicia General Plan.

NEXT STEPS:

Should Council accept the prepared General Plan and Housing Element Annual Progress Report, it will be submitted as currently drafted to HCD and LCI prior to the April 1 deadline. The Annual Progress Report will also be made available online for public review at www.ci.benicia.ca.us/housingelement.

ALTERNATIVE ACTIONS:


If Council determines that revisions to the General Plan and Housing Element Annual Progress Report is needed, staff will make the directed changes prior to transmitting the report to HCD and the LCI.

CEQA Analysis	Approval of the General Plan annual progress report is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3) because it can be seen with certainty that there is no possibility that approval of the General Plan Progress Report will have a significant effect on the environment.
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ATTACHMENT:

1. City of Benicia General Plan Annual Progress Report for 2025
Appendix A: Housing Element Annual Progress Report
Appendix B: List of General Plan Goals, Policies and Programs

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



General Plan
and
Housing Element
Annual Progress
Report
2025

City of Benicia

Prepared by the Development Services Department, Planning Division

Table of Contents

Introduction.....	3
General Plan Organization	3
Updates to General Plan	4
Policy Amendments and Implementation.....	5
Interagency and Interdepartmental Coordination.....	9
Housing Element Reporting.....	10
General Plan Program Implementation Status Updates	12
1. City Manager's Office & Economic Development.....	12
2. Development Services	14
3. Fire Department.....	15
4. Community Services.....	16
5. Library	18
6. Police Department	20
7. Public Works.....	22
Review of Grant Administration for Land Use Planning Activities	24
Technological Review, GIS, and Website.....	25

Appendix A: Housing Element Annual Progress Report

Appendix B: List of General Plan Goals, Policies and Programs

Cover Image: City of Benicia, Planning Division

Introduction

The Benicia General Plan addresses issues related to the physical development and growth of Benicia and represents the community's aspirations for the future. The General Plan is required by State law, and it has a long-range focus. The City of Benicia General Plan was adopted in 1999.

The General Plan is a blueprint for the future, guiding various City functions. The plan covers the seven mandatory General Plan elements required by State law: land use, circulation, housing, conservation, open space, safety, and noise. The plan establishes the future vision of the city through goals, policies and programs. These goals lay out what the City wants to accomplish including various policies that guide the day-to-day decisions that aid the City in achieving these goals. Programs specify actions the City will take to implement the General Plan.

In accordance with the requirements of Government Code Section 65400 a copy of Benicia's 2025 General Plan progress report will be sent to the State of California Governor's Office of Land Use and Climate Innovation ((LCI); formerly called the Governor's Office of Planning and Research)), and with respect to the Housing Element, the State Department of Housing and Community Development (HCD) no later than April 1, 2026.

General Plan Organization

The City of Benicia's General Plan contains four chapters and fifteen subsections. The topics of the General Plan encompass the elements mandated by the State, plus additional topics of local interest. The Housing Element, which is the only element of the General Plan that is reviewed and certified by HCD, is adopted separately and includes both a characterization of Benicia's housing needs as well as policies and programs intended to meet those needs. Benicia's General Plan organizes the seven required elements into four chapters, including an Introduction chapter, which includes information about the role of the General Plan, Benicia's regional setting, and the General Plan Planning Area. The General Plan goals, policies, and programs are contained in the following three chapters:

Community Development and Sustainability (CD):

- A. Land Use and Growth Management (LU)
- B. Economic Development (ED)
- C. Circulation (C)
- D. Community Services (CS)

Community Identity (CI):

- A. Historic Resources
- B. Cultural Resources
- C. Visual Character
- D. Open Space and Conservation of Resources

Community Health and Safety (CHS):

- A. Healthy Community
- B. Hazards to the Community
- C. Responses to Hazards
- D. Noise

Updates to General Plan

The last comprehensive update to Benicia’s General Plan was adopted in 1999. General Plan Guidelines prepared by the State Office of Planning and Research recommend that General Plans are updated regularly and “revised as new information becomes available and as community needs and values change.” Since its adoption, the City has completed focused updates to the General Plan including adoption of the City’s Safety Element on January 24, 2023, as well as the City’s 6th Cycle Housing Element in February 28, 2024 which was certified by HCD on April 4, 2024. Most recently, the City is updating its Circulation Element to align with the City’s Eastern Gateway Infrastructure Master Plan (EG-IMP), 2020 Solano County Active Transportation Plan, as well as to comply with new state legislation, including Senate Bill (SB) 932 and Assembly Bill (AB) 98. The Circulation Element update is anticipated for adoption in June 2026.

To address the City’s structural financial deficit of between \$6-\$9 million annually, the City implemented a 3-part Resiliency Plan: cutting costs, local investment (revenue), and smart growth. While much progress was made in 2024, including the passage of 3 revenue measures, in 2025, the city continued to implement this Resiliency Plan. The city pursued a citywide Parks, Landscape and Lighting Assessment District (PLLAD) that would replace the current district which only covered 5 small zones within the city. The initiative passed with 52.88% of weighted ballots (per the 218 Ballot Process, ballots are weighted according to property assessed value). In April of 2025, the Benicia Valero Refinery submitted notice to the California Energy Commission of its current intent to idle, restructure, or cease refining operations at Valero’s Benicia Refinery by the end of April 2026. The city has responded to this announcement with multiple efforts including, but not limited to: conducting economic analysis which identified that the closure would impact the city with a direct loss of \$10.7 million annually, significantly increasing grant application efforts, and conducting studies regarding the city’s zoning and potential strategic development opportunities.

The 1999 General Plan was forward-thinking for its time, weaving sustainability throughout the Plan and including both Economic Development and Healthy Communities elements. Many goals established in 1999 are still applicable today.

Policy Amendments and Implementation:

The City of Benicia advanced policy implementation of the General Plan, including the Housing Element, in the following notable ways:

1. Affordable Housing Rehabilitation – In 2025, the City applied for and was awarded the final year of Permanent Local Housing Allocation (PLHA) funding (2023 funds) in the amount of \$88,637 for Activities 1 and 6. The City also disbursed \$149,776.00 from prior years' PLHA funds to the Benicia Housing Authority to reimburse the rehabilitation efforts of their senior housing facilities, Casa de Vilarrasa I & II (Activity 1). Rehabilitation of the facility included new exterior windows and doors, carpeting, ADA-compliant handrails and upgrades throughout the complex, and new HVAC heating and air conditioning units for all common areas. This action implements the following Housing Element Programs:
 - Housing Element Program 4.05 Investigate ways to meeting housing needs through rehabilitation and preservation of existing units.
 - Housing Element Program 1.01 Work/coordinate with the Housing Authority

2. House of Hope – In March 2025, the City executed an agreement for the disposition of a city-owned property for the rehabilitation of an existing single-family home to be utilized as transitional housing for families and/or individuals who have experienced domestic violence, sexual assault or human trafficking. Once transferred, City staff met with the applicant team to discuss strategies for the submittal and timely processing of their building permit application and the administration of PLHA grant funds (Activity 6). To date, no building permits have been submitted but they are anticipated to be submitted this year. This action implements the following Housing Element Programs.
 - Housing Element Program 1.07: Provide pre-application technical assistance to affordable housing providers to determine project feasibility and address zoning compliance issues in the most cost-effective and expeditious manner possible.
 - Housing Element Program 1.10: Encourage the development of second units, amend the Zoning Ordinance for second units (accessory dwelling units) and reduce fees.
 - Housing Element Goal 3: Accommodate the housing needs of special

population groups.

- Housing Element Policy 3.01: Facilitate the development of shelters for the homeless, transitional and supportive housing, housing for seniors, and housing for persons with physical, developmental, or mental disabilities.

3. Zoning Updates - In September 2025, Commercial Streamlining Zoning Amendments to the Benicia Municipal Code and the Downtown Mixed Use Master Plan (DMUMP) were adopted. The amendments updated certain land use regulations, clarified land use classifications and definitions, established consistency in land use regulations citywide, and cleaned up various code references for internal consistency and organization. More specifically, the amendments address day care centers, home-based businesses, formula businesses, studios, body art and piercing, alcoholic beverage sales, bars, taverns and nightclubs, alcoholic beverage service at eating and drinking establishments, take-out service at eating establishments, live entertainment, mobile food vending, health and fitness facilities, commercial recreation facilities, and sports and entertainment assembly. In addition, the amendments changed the name of the Community Development Department to Development Services Department to eliminate confusion related to another existing city department (Community Services Department) and clarified the function of the department. The amendments also included temporary relief of amplification for special events, tobacco regulations for businesses subject to certain standards, and mobile food vending at public places. This incorporated language implements the following General Plan goals:

- 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.
- General Plan Goal 2.13: Support the viability of existing commercial centers.

The amendments were adopted in September 2025 after consideration by the Planning Commission and City Council.

A separate set of amendments were adopted by the City Council in December 2025, to update the zoning ordinance and DMUMP as required by Program 1.06, 2.06, and 4.08, as part of the City's Housing Element implementation. The ADU ordinance was updated as required by Program 1.12.

4. Accessory Dwelling Units (ADUs) - Beginning January 1, 2025, the City's Pre-Approved ADU program became operational, enabling designers to submit their ADU designs for City review and pre-approval. To date, no designers have taken

advantage of the City program. In August 2025, the City prepared and released a Request for Proposal to engage professional design services for the development of three pre-approved ADU plan sets to be provided to city residents. The City has selected an architect the pre-approved ADU plans are anticipated to be released for public use in Spring 2026.

- General Plan Policy 2.1.1: Ensure that new development is compatible with adjacent existing development and does not detract from Benicia’s small-town qualities and historic heritage, (and to the extent possible, contributes to the applicable quality of life factors noted above).
 - 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.
 - Housing Element Program 1.12 The City will develop pre-approved plans for ADUs. This program will facilitate the construction of ADUs and further provide mobility opportunities for lower income households in areas of high median income, high resource, or concentrated affluence
5. Surplus Land Act (SLA) - In September 2024, three city-owned sites were made available for housing development as detailed in Program 1.16 of the 2023-2031 Housing Element. In accordance with the Council’s direction that was provided on June 25, 2024, two sites were declared – Housing Element Site 13 (Senior Center and Adjacent Land) and Housing Element Site 32 (Fire Museum) – as “Surplus Land”. The Senior Center site was declared exempt surplus land by the Council on October 29, 2024. HCD issued a letter on December 5, 2024 indicating that the property could qualify as “exempt surplus land.” In addition, the City determined that the Scout Property was exempt surplus land under the small parcel exemption set forth in the SLA and provided notice of that determination in accordance with Government Code Section 54221, no comments were received in response to the notice, and on January 7, 2025, HCD notified the City that HCD found that the Scout Property qualifies as exempt surplus land under Government Code Section 54221(f)(1)(B). All three properties were made available for disposition through a Request for Proposals process in 2025. One responsive bidder, Eden Housing, was selected for "scattered site development" of the Senior Center and Scout Property sites. Eden Housing, in coordination with Architect FORA, are in the early stages of outreach and site planning. No housing developer has been identified for the Fire Museum property. Eden Housing and Architect FORA are currently in the early design stages for these sites and are reaching out to the community. These outreach opportunities are about information sharing and receiving community feedback that will influence the design of affordable housing for active adults ages 55 and above in three buildings – one located at the site of the current

senior center, one located at the site of the Library parking lot, and one located on the Scout Property at the northeast corner of East 4th Street and East L Street. The Senior Center and public parking would be replaced as part of this proposal, and a new public promenade would be added to enhance the open space in our Civic Center area. The two outreach opportunities were conducted on December 13, 2025 at the Benicia Holiday Market and December 15, 2025 at the Senior Center. In 2026, the City will move forward with disposition of the following sites: 1471 Park Road (Site # 34), 356 East I Street (Site #12), and Church Street Site (Site #35).

6. Housing Mobility - On December 16, 2025, the City adopted amendments to the Benicia Municipal Code that would implement Housing Element programs and comply with recent state housing laws. The amendments include: revising permit requirements and development standards for accessory dwelling units and junior accessory dwelling units to comply with recently adopted state law; allowing reconstruction of non-conforming multi-family residential structures destroyed by a hazardous event as required by state law; increasing allowed height and floor area for multi-unit development on parcels adjacent to minor arterial roadways in Southamptton (located within the Single Family Residential zoning district) allowed by Senate Bill 9; establishing new objective view protection standards; updating the existing condominium conversion ordinance, established in 1987, to align with current best practices and state law; and allowing ministerial approval of qualifying small-lot subdivisions with ten or fewer parcels and units consistent with state law. Amendments also reorganized the Zoning Ordinance to locate all provisions related to housing in one chapter (17.90 – Housing).
 - Housing Element Program 1.06: Update objective standards for clarification of scenic views and vistas citywide at the same level of detail as those already adopted for the Arsenal.
 - Housing Element Program 1.12: Update the Zoning Ordinance to comply with State law regarding Accessory Dwelling Units.
 - Housing Element Program 2.06: Increase permitted density to 15 du/ac on sites adjacent to minor arterials in Southamptton and establish objective standards to facilitate maximum densities.
 - Housing Element Program 4.08: Amend the Zoning Ordinance to permit reconstruction of non-conforming multi-family residential structures if a hazardous event results in destruction of such units.
7. Circulation Element Update - A draft Circulation Element Update is underway based upon the recommendations received from the Planning Commission study session held on October 9, 2025. The amendments will align with the EG-IMP. A public draft of the Circulation Element Update will be prepared and released for

review in late Summer 2026. A final draft that addresses public comment will be presented to the Planning Commission and City Council for formal adoption in Fall 2026.

- Program 2.14.J: By 2025, adopt an Infrastructure Master Plan with specific infrastructure improvements and funding mechanisms identified to address public realm needs and serve the uses envisioned for the Eastern Gateway Area. Under this Plan, the City will assume a leadership role to provide an integrated and coordinated system of infrastructure improvements. The City will consider ways to optimize available funds, including public and matching fund sources, to provide the needed public infrastructure.

8. Eastern Gateway Infrastructure Master Plan – In 2022, the City of Benicia adopted a rezoning of the Eastern Gateway area to facilitate mixed-use and multi-family residential development. The ordinance includes development standards requiring the installation of 12-foot sidewalks with integrated landscaping, aimed at enhancing the public realm and supporting a long-term vision to transition the area from low-intensity commercial corridors to a multimodal, pedestrian- and bicycle-oriented urban environment. Despite this regulatory progress, existing above- and below-ground infrastructure systems present significant constraints to implementation of the envisioned development pattern. To identify and resolve these infrastructure-related challenges, the City is preparing the EG-IMP. The EG-IMP will define a coordinated strategy for mitigating infrastructure constraints and facilitating the buildout of a complete, accessible neighborhood within the Priority Development Area (PDA). In July 2025, a Constraints Analysis Report was issued that presents the findings of the Constraints Analysis, which evaluates physical and systemic infrastructure limitations currently impeding development. The analysis provides a critical foundation for the formulation of targeted improvements, technical recommendations, and implementation strategies to support future land use and mobility objectives. In addition, a Background and Existing Conditions Summary Report was finalized in June 2025, which provides an in-depth analysis of the existing conditions within the Eastern Gateway, setting the foundation for future improvements, recommendations, and specifications. Two in-person community workshops were conducted as part of this effort on February 5, 2025 and September 3, 2025, as well two virtual workshops conducted on February 12, 2025 and September 10, 2025. The EG-IMP is anticipated to be presented to the City Council in Fall 2026.

- Program 2.14.J: By 2025, adopt an Infrastructure Master Plan with specific infrastructure improvements and funding mechanisms identified to address public realm needs and serve the uses envisioned for the Eastern Gateway Area. Under this Plan, the City will assume a leadership role to provide an

integrated and coordinated system of infrastructure improvements. The City will consider ways to optimize available funds, including public and matching fund sources, to provide the needed public infrastructure.

9. Prohousing Designation Certification Application - The California Department of Housing and Community Development (HCD) administers the Prohousing Designation program which recognizes local efforts to address housing needs and provides funding opportunities to affordable housing development. Prohousing Designation is a recognition of the work that cities have done to address important community needs including housing supply and affordability. The Prohousing Designation makes the City eligible to apply for, or receive additional consideration in support of, funding programs for affordable housing, transportation infrastructure, and environmental sustainability. Receiving a Prohousing Designation documents a jurisdiction's commitment to implementing local policies that remove obstacles to new housing. The designation also benefits applicants seeking to build affordable housing projects, within the Prohousing jurisdiction, when applying for funding. The City of Benicia submitted a Prohousing Designation Application to the State Department of Housing and Community Development (HCD) on August 26, 2025 to obtain HCD Prohousing Designation certification. HCD reviewed and provided suggested revisions to the City's application on October 24, 2025, particularly to Appendices 3 and 5, which address the City's self-evaluation of implementing housing development opportunities and efforts addressing homeless encampments respectively.

After receiving feedback from HCD on the City's Prohousing Designation Application on October 24, the City completed revisions and re-circulated the revised application for a seven-day public comment period beginning Monday, December 8, 2025 until 5 PM Monday, December 15, 2025. No further public comments were received. Following the close of the public comment period, the City submitted the revised application to the State on December 17, 2025, and is currently awaiting a determination from HCD.

- Submission of the City's Prohousing Designation application is consistent with all Housing Element Goals, Programs, and Policies, which are inclusive of the General Plan, because all Housing Element Goals, Programs, and Policies facilitate and support the provision of safe and adequate housing for current and future residents of all income levels. Prohousing Designation would improve eligibility for the City and prospective project applicants to access funding for housing development, energy efficiency, infrastructure, as well as transportation.

Interagency and Interdepartmental Coordination

The Planning Division continues to be involved in regional planning activities. In 2025, Planning Division staff worked with many City Departments and regional agencies:

- ABAG/MTC: The City executed necessary agreements and participated, along with ABAG/MTC staff, in the kick-off for two major grant-funded projects: the EG-IMP and the Port Revitalization Plan. The City participated in the selection of consultants for another ABAG/MTC funded plan, the Countywide Priority Production Area (PPA) Plan.
- Tri Cities and County Collaborative Planning Group (also known as Solano Open Space), a joint powers authority between the cities of Benicia, Fairfield, Vallejo, and Solano County for the preservation of open space: Members of the Tri-City & County Cooperative Planning Group (Solano Open Space/SOS) met in June and October 2025 to continue discussion of preservation and maintenance of open space between the four jurisdictions. Discussions involved marketing and outreach opportunities for SOS properties and their public access options; discussion and adoption of a budget for FY25/26; possible amendments to the JPA agreement to increase funding for the group; and a presentation on how Artificial Intelligence can be used in preparation of materials for more effective marketing. The group anticipates hosting an 'open house' at one of the existing properties (Brown/Souza property, adjacent to Lynch Canyon) in Spring 2026 to increase awareness of the recreation opportunities within our local open spaces.
- Planning Collaborative (Housing): The City of Benicia participated in the Solano County Housing Collaborative, comprised of the cities of Benicia, Dixon, Fairfield, Rio Vista, Suisun City, Vacaville, Vallejo, and the County of Solano. It is operated under the leadership of the Solano Transportation Authority and funded by ABAG/MTC through the Regional Early Action Planning 2.0 (REAP 2.0) grant program. Key accomplishments in 2025 included holding a developer's forum to explore housing development opportunities, Planning Commissioner training, and working together to identify common strategies for successful Housing Element program implementation.
- Planning Division staff also coordinated with the Solano County Airport Land Use Commission and review of proposals subject to Airport Land Use Commission review.
- Bay Conservation Development Commission (BCDC): The City of Benicia is participating in the Bayshore Resiliency Technical Advisory Committee led by the Fairfield – Suisun Sewer District and including the cities of Fairfield, Vallejo, Suisun City, and Rio Vista, to develop a multi-jurisdictional Solano Bayshore Resiliency Plan to comply with SB 272. Grant funding has been received to initiate the Bayshore Resiliency project and additional funding has been obtained via a

grant submitted to the Ocean Protection Council. This multi-jurisdictional proposal outlines our planning efforts to address sea level rise and enhance community resilience in Fairfield, Suisun City, Benicia, Vallejo, and unincorporated Solano County—with an emphasis on engaging our diverse community throughout the planning process. In 2025, a consultant was selected and is now under contract to assist with this effort. Public outreach is slated for early 2026 to inform the development of the plan. A limited duration Senior Planner joined the City in January 2026 to assist with this project.

- Planning Division staff also participated in stakeholder group meetings for Solano County Transit (SolTrans) to identify unmet transit demand for Benicia residents and discuss proposed streamlined local service route efficiency scenarios in both Vallejo and Benicia.

Housing Element Reporting

In California, each city and county must adopt a Housing Element to plan for the housing needs of the community at all economic and demographic levels, including low-income households and households with special needs. A Housing Element is an opportunity for the community to establish goals, policies, and programs to address local housing needs. The Housing Element addresses a range of housing issues such as affordability, housing types, density, and location, and establishes goals, policies, and programs to address existing and projected housing needs. The Housing Element must be internally consistent with other parts of the General Plan and is critical to having a legally adequate General Plan. Each City is allocated their “fair share” of the region’s projected housing needs by household income level. This distribution is referred to as the Regional Housing Needs Allocation (RHNA). The certified Housing Element will guide housing development in Benicia in the 2023-2031 planning period. Benicia’s RHNA for the 2023-2031 Housing Element is shown in Table 2.

Table 2: 2023-2031 City of Benicia RHNA

	Very Low-Income	Low-Income	Moderate-Income	Above Moderate-Income	Total
Regional Housing Needs Allocation	212	127	123	288	750

The Housing Element progress reporting is separate from the General Plan. HCD has standardized forms for addressing the Housing Element portion of this Annual Progress Report. The forms submitted to HCD are contained within Appendix A.

In 2025, building permits were issued for 7 ADUs.

The City of Benicia continues to implement the goals, policies and programs of the Housing Element that support production and preservation of housing.

General Plan Program Implementation Highlights

Jan 1, 2025-Dec 31, 2025

1. City Manager’s Office & Economic Development:

- a. ED Program 2.5.1: Diversify the mix of economic development programs in the city to include new programs that address Downtown revitalization, tourism, waterfront development, and clusters of related businesses.
 - i. *Status:* The City is continuing to implement the Strategic Tourism Marketing Plan developed in 2023. As part of this effort, stakeholder feedback is being sought to help shape the direction of the new Visit Benicia brand and website.
- b. ED Program 2.5.A: The City works with Solano Economic Development Corporation (EDC) and Solano Workforce Development Board to provide information on labor force costs by occupation and industry sector, turnover rates, productivity, reliability, and other factors. Maintain and update the database annually.
 - i. *Status:* The City continues to work with the Solano EDC Business Retention Specialist to engage key Benicia businesses, particularly major tax generators and manufacturers. Economic Development also participates in the Solano Priority Production Area (PPA) team to support strategic development efforts within the County.
- c. ED Program 2.5.D: Continue to offer incentives for locating in Benicia to businesses that maximize jobs or long-term net revenues to the City of Benicia, or both.
 - i. *Status:* The City remains committed to its programs supporting sales tax deferral and other economic incentives.
- d. ED Program 2.5.H: Develop an “economic development web page” for Benicia with pertinent economic and demographic information, and profiles of key development sites and vacant buildings available for lease and sale.
 - i. *Status:* The City continues to update and maintain BeniciaBusiness.com, which contains demographic information, key development sites and vacant buildings available for lease and sale. In addition, a new developer webpage was created to better provide information for potential development projects such as available land, zoning, surplus land act opportunities,

and more.

- e. ED Program 2.9.A: Work with the Port to evaluate the future level of port activity and need for land in order to sustain an economically viable Port operation.
 - i. *Status*: The City was awarded a \$750,000 grant from ABAG/MTC as a planning grant to produce a Port of Benicia Facilities and Infrastructure Modernization Plan for the City's Priority Production Area (PPA) which includes the industrial park and port areas. The City awarded the consultant agreement to GHD in October 2024 and kicked off the project in November 2024. In 2025, the project completed three tasks and started two more tasks. An update presentation was provided to the City Council in December 2025. In total the project has seven tasks, and the project is expected to be completed in October of 2026.
- f. ED Program 2.12.C: Continue business recruitment and marketing efforts for Downtown. Provide promotional information on Benicia's economic and demographic profile, available sites, and building space, a directory of support services, and an expedited approvals program.
 - i. *Status*: Ongoing maintenance of the Benicia Business website ensures access to current economic and demographic data, listings of available sites for sale or lease, and a comprehensive directory of local businesses and support services.
- g. ED Program 2.12.E: Retain a permanent Main Street Program.
 - i. *Status*: The City maintained its partnership with Benicia Main Street, supporting the Visitor Center, event programming, and tourism marketing through its annual services contract.
- h. ED Program H: Continue to promote special events in the Downtown such as a farmers' market, street fairs, art and music festivals. Encourage events that remain open in the early evening.
 - i. *Status*: The City supported the second annual Porchfest event through sponsorship and tourism marketing efforts. The event brought in an estimated 14,000 attendees.
- i. ED Program 2.12.Q: Develop a tourist-oriented web page that includes photos and information about Benicia as a tourist destination, such as information on lodging, historic places, restaurants, artists galleries and studios, and recreational and natural resources.
 - i. *Status*: Continued to keep VisitBenicia.org current with new blog articles, business highlights, and an updated events calendar. Completed stakeholder outreach and focus group process for new website development.

2. Development Services Department (formerly Community Development Department):

- a. CD Program 2.0.A: Refer land use development actions identified within the ALUCP to the Solano County Airport Land Use Commission
 - i. *Status:* The City continues to have Land Use Decisions reviewed by the Airport Land Use Commission including three applications in 2025 that covered topics including the Religious and Institutional Housing Ordinance, Commercial Streamlining Zoning Amendments and Housing Element Amendments.
- b. CD Program 2.12.G: Review and modify the zoning ordinance, as needed, to accommodate a mix of uses in the blocks immediately east and west of First Street.
 - i. *Status:* Through the adoption and ongoing implementation of the Title 17 Zoning Amendments, other Housing Element implementation-related ordinances in 2025, the City expanded opportunities for residential and mixed-use development within the downtown area.
- c. CD Program 2.14.6: Invest in public infrastructure needed to accommodate the development envisioned for the Eastern Gateway Area.
 - i. *Status:* In 2023, the City was awarded a grant from ABAG/MTC for comprehensive infrastructure planning within the Eastern Gateway Area, including bicycle and pedestrian safety as well as below-ground utilities (PDA Planning Grant). The project kicked off in Fall 2024 with an estimated completion in Spring 2026. Work completed in 2025 is identified in the Policy Amendments and Implementation section above. Additionally, the City was previously awarded funds from the SubHIP Program to install right-of-way improvements for a housing site located at East 4th and East L Streets, inclusive of additional parking stalls, sidewalk, and landscape planters. The design for the improvements are currently underway. Construction of the improvements is anticipated to begin by July 2026.
- d. CD Program 2.15.A: Construct public improvements that accommodate and enhance pedestrian and bicycle access.
 - i. *Status:* The Development Services Department was awarded a \$312,500 grant to complete a study of the multimodal infrastructure improvements that can be made in the East Fifth Street PDA. In addition, the City was awarded a \$261,000 One

Bay Area Grant 3 (OBAG3) funds for the East 5th Street Affordable Housing Streetscape Improvements project. Design for the streetscape improvements is currently underway.

- e. CI Program 3.7.A: Develop design guidelines for public works and private development that encourage place-making.

- i. *Status:* The City has adopted plans with design guidelines for private property including the Downtown Historic Conservation Plan (guidelines only), Downtown Mixed Use Master Plan (place-making zoning requirements), Arsenal Historic Conservation Plan (guidelines), Downtown Streetscape Standards, and Industrial Design Guidelines. Changes to the DMUMP adopted in 2025 in conjunction with the Commercial Streamlining Zoning Amendments and Housing Element Zoning Amendments expand private development opportunities within the City's downtown, particularly for commercial uses and housing opportunities.

- f. CI Goal 4.5: Establish after-school programs and other constructive activities for youth.

- i. *Status:* The Planning Commission approved the Use Permit application for operation of the Kyle Hyland Foundation Youth Center. Their decision was subsequently upheld by the City Council via a call for review conducted at a regularly scheduled meeting on September 16, 2025. The youth center is to be established within a 2,462 square foot existing single-family residence located at 1155 West 10th Street in Benicia. The youth center will be relocated from its current location at 1135 Church Street. The property is located within the Single Family Residential (RS) zoning district and is within a half mile (approximately 0.3 mi.) of Benicia High School. The youth center will provide a space for Benicia youth aged 13 to 18 to complete school or homework assignments, study, spend time with peers, and explore creative hobbies through music, art, games, and other activities. The youth center also provides wellness services including mentoring and counseling services and the operation of a behavioral health program. The youth center will operate primarily on weekdays after school and on Saturdays by appointment, with a modified schedule during the summer (non-school) months, based on the academic calendar of Benicia High School.

3. Fire Department:

- a. CHS Goal 2.12.D: Develop public/private partnerships to implement financing mechanisms such as a Business Improvement District to fund capital improvements and repairs to Downtown.
 - i. *Status:* The Benicia Fire Department provides first responder paramedic service to residents in our community in cooperation with Medic Ambulance Service, Inc. (Medic). As part of the Master Agreement between the Solano Emergency Medical Services Cooperative (SEMSC) and Medic for exclusive ambulance services, Medic is required to enter a Public Private Partnership (PPP) Agreement with Participating Member Cities. The City of Benicia and the Cities of Dixon, Fairfield, Vallejo, and Suisun are current Participating Member Cities. In September 2025, the Benicia Fire Department extended the PPP Agreement and revised the terms to allow Benicia to receive \$382,996 in annual revenue.
- b. CHS Goal 4.2: Improve access to medical, mental health, and social services, for all including the elderly and low-income.
 - i. *Status:* The Benicia Fire Department is striving to make Benicia a “HEARTSafe Community” by establishing proactive steps to protect our residents from sudden cardiac arrest. Firefighters have implemented a new model of Cardio-Pulmonary Resuscitation (CPR) called High Performance CPR which reduces pauses, records data, and shows crews how well CPR was performed. This change has resulted in a 31% increase in patient survivability. In addition, the CPR Education program has expanded to increase the number of individuals trained in CPR. Firefighters have doubled the number of CPR classes offered to City staff and the public and has developed a hands-only CPR training program to train as many members of the public as possible at public events.
- c. CHS Goal 4.14.A: Continue and expand routine fire inspections for businesses for compliance with the International Fire Code and the California Fire Code.
 - i. *Status:* The Benicia Fire Department hired a new part time annuitant to fill the Fire Prevention Inspector position, the only role in the Fire Prevention Division, and created a long-term succession plan for the Division including a mix of contract and fulltime permanent employees staffing. This staffing model will

ensure uninterrupted fire plan check and inspection service and avoid increased plan review timelines and negative impacts to development schedules and economic growth in the City.

- d. CHS Goal 4.15: Ensure that the community is safe from risks to public health that could result from exposure to hazardous materials.
 - i. *Status*: As part of the passage of the Industrial Health and Safety Ordinance, Ordinance 25-5 established the creation of the Industrial Safety Citizen Oversight Commission. The purpose of the Commission is to provide for public review and consideration of public comment in response to industrial incidents and to foster public awareness and participation regarding industrial safety. The first meeting of the Commission was held on September 17, 2025.
- e. CHS Goal 4.16: Reduce health and safety hazards associated with hazardous materials users, hazardous waste generators, hazardous waste disposal sites, and toxic air contaminants. discourage development of new hazardous waste storage facilities in areas at risk of flooding or sea level rise, including emergent flooding, when feasible.
 - i. *Status*: As the result of a comprehensive, year-long public engagement process that included residents, stakeholders, and subject matter experts, the City Council unanimously approved the Industrial Health and Safety Ordinance and associated policies/Ordinances on April 1, 2025. The purpose and goals of the Ordinance are to identify releases and hazards, assess the risks, and openly share information with the community to allow industry, government, and the community to work together to timely respond to industrial incidents and create an accountable safety culture.

4. Community Services Department:

- a. CS Program 2.16.B: Require that publicly sponsored programs, activities and transportation facilities are accessible to individuals with disabilities (including employees).
 - i. *Status*: Solano Transportation Authority offers monthly ADA assessments at the Benicia Senior Center. The James Lemos Swim Center offers adaptive swim lessons as a part of the learn to swim program. This program is always full and popular with customers. All Library Division programs are physically accessible and assistive listening devices are available by request.
- b. CS Program 2.30.A: Develop programs that promote higher and better

use of Benicia's recreation facilities and programs. [Recreation facilities include parks and buildings.]

- i. Status:* With the continued popularity of pickleball, the recreation division has expanded program hours at both the City Gym and the Benicia Community Center. Additionally, we successfully partnered with the Benicia Unified School District (BUSD) to utilize the Benicia Middle School tennis courts. The City has painted pickleball lines on these courts, which are available to the public after school hours, on weekends, and throughout the summer. To further enrich the community's recreational options, two ping-pong tables have been added to Room 3 at the Benicia Community Center for those interested in table tennis. Meanwhile, the Senior Fitness Programs continue to be a hit, consistently filling all available program rooms at the Community Center. This is the second year, the James Lemos Swim Center offered Friday Night Recreation Swim for families, which proved to be highly popular, attracting approximately 100 attendees. Families enjoyed the opportunity to swim on Friday evenings from 5 PM to 7 PM during the summer months.
- c. CS Program 2.30.D: Establish cooperative relationships with public agencies and applicable public interest groups in developing plans for parks and recreation programs.
 - i. Status:* The Recreation Division partners with a wide range of groups and non-profits, including: Benicia Community Foundation for special events (Tree Lighting), Benicians Helping Benicia (Cemetery Clean-Up), Innovative Health Solutions (Senior Meals at the Senior Center), Solano Family Children Services (Subsidized for Kids K & ADC), SolTrans (Middle School transportation for after school program K2), Carquinez Village (Teaches Balance Class two times a year through the Recreation Division), Valero/Drowning Prevention Program (Free swim lessons for low-income families), as well as Supervisor Monica Brown (Sponsors special event programs for low-income families), Benicia Performing Arts Foundation Jazz O'clock program at the Benicia Clocktower (live music featuring well known artists who play along with inspiring youth musicians).
- d. CS Program 2.30.H: Develop public information materials (including a color map and table of citywide recreation facilities), and a comprehensive sign system about parks and recreational opportunities.

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- i. Status:* The Recreation Division is effectively expanding its marketing and information accessibility efforts by utilizing various media platforms. These include the BeniciaRec Mobile App, the City Website, and the Online Activity Guide.
 - e. CS Program 2.35.1: Continue to seek innovative ways for the City to use school facilities and grounds jointly with the School District.
 - i. Status:* The Recreation Division has built a strong and positive rapport with the principals, teachers, and staff at Benicia High School, Benicia Middle School, and all the elementary schools in the area. Throughout the year, the recreation staff collaborates closely with these educational institutions to support a range of activities and programs. Among these are end-of-year pool parties at the James Lemos Pool, creating a fun and memorable experience for students. Additionally, the division provides onsite staff at all elementary schools and Benicia Middle School to assist with end-of-school-day pick-up, ensuring students are safely transported to the Kids K program. School facilities are also used to host the popular Youth Basketball program, allowing young athletes to hone their skills in a familiar setting. Moreover, Benicia Middle School serves as a venue for offering Pickleball, encouraging both students and community members to participate in this enjoyable sport. Through these collaborative efforts, the Recreation Division not only enhances the educational experience but also fosters a strong sense of community within Benicia.

5. Library Division:

- a. CS Goal 2.28: Improve and maintain public facilities and services.
 - i. Status:* New table lamps and chairs purchased for public areas in 2025.
- b. CS Program 2.30.2: Increase resident awareness of the available recreational opportunities in the city.
 - i. Status:* Beginning with Summer 2024, Library program offerings are now being included in the Rec Activity Guide publication. The Library continues to increase its social media presence and following with innovative engagement opportunities.
- c. CI Program 3.3.A: Utilize the City's web page and other information

sources to advertise cultural activities.

- i. Status:* Information is found on the Library’s website and is available to the community through the City Manager’s newsletter City of Benicia This Week (COBTW), press releases, and various social media channels. Content has been expanded to include information about partner activities when appropriate.
- d. CI Program 3.3.B: Continue City funding of cultural activities and the Camel Barn Museum.
 - i. Status:* The City continued funding Arts & Culture organizations through the ACC grant program at a reduced amount. The community grant application, review, implementation, and evaluation processes were streamlined and simplified with the new cycle and the new process has been applied to both Arts & Culture grants and the Community Services grants. The Historical (Camel Barn) Museum applied for funding through the process and was awarded a grant for the current cycle.
- e. CI Program 3.3.C: Require periodic reports of the results of City funding.
 - i. Status:* The newly adopted process requires that each grantee organization make an annual presentation to its assigned advisory commission (either ACC or CSC). This information is then collated and reported to the City Council on an annual basis.
- f. CI Program 3.4.A: Keep the library up-to-date with electronic and other technological developments.
 - i. Status:* The Library continues to provide public Wi-Fi, public computers, and public printing. Some electronic resource offerings have been reduced due to State-level budget reductions while others have been maintained with local funds or via reciprocal borrowing agreements with other agencies. In 2025, the Library applied to and was accepted into the California Research and Education Network (CalREN) and Corporation for Education Network Initiatives in California (CENIC), a multi-tiered, advanced network-services program that allows public libraries and academic institutions access to high-speed, broadband Internet access. When fully implemented in late winter/early spring 2026, this system will replace the Library’s current provision of

public internet, allowing the service to be maintained separately from the City's and Solano County's network, which will make it more secure, reliable, and economical.

- g. CI Program 3.4.B: Plan for expanding library services into existing unfinished lower level, with space allocated according to the needs of the community.
 - i. *Status*: The Library engaged an architectural firm to determine the necessary action and a full cost estimate to transform the Library Basement into a partial flexible programming space; this analysis has been completed. The next step will be to present findings to the City Council for direction.
- h. CI Goal 3.5: Promote events with wide community attraction.
 - i. *Status*: The Library continues to promote Library events through Library channels and external calendars and websites. Age-appropriate promotions are distributed to families through BUSD. The Library also promotes events provided by community partners in the Library and on social media when appropriate.
- i. CI Program 3.6.3: Enhance public places with art.
 - i. *Status*: Two projects completed in 2025: Allegory Creative Art Vessels, a temporary installation, and the Entrance Beautification Mural, a permanent installation for the southwest corner of Military and Second. Significant progress has been made toward the project honoring the LGBTQ community, now expanded to include all forms of diversity. A site has been designated, and the City is currently pursuing grant funding for the implementation phase.

6. Police Department:

- a. C Program 2.22.B: Encourage the School District to continue the comprehensive crossing guard program.
 - i. *Status*: In partnership with BUSD, the Benicia Police Department (BPD) provides training/certification to BUSD crossing guards prior to employment; trainings are also provided upon request. The Police Department also provides funding from its budget to the District for crossing guards. Additionally, staff provides assistance to BUSD during drop off/pick up hours at schools that may be experiencing issues with traffic violations at the crosswalks. In 2025, officers provided support to crossing guards for Benicia High School and Mary Farmar Elementary

School by performing “crosswalk stings” to ensure that vehicles and crossing guards are adhering to traffic laws.

- b. CHS Program 4.4.B: Identify at-risk populations and work to develop programs and services to address their needs.
 - i. *Status:* The Police Department works with Solano County Pacific Clinics Mobile Crisis Program to address mental health calls for service and maintains two homeless outreach coordinators through officers' ancillary duties. These officers are tasked with contacting at-risk and homeless individuals as well as provide homeless resources. In 2025, staff worked with Solano County to develop a *True Care Map* that lists free services for individuals in need. The office works closely with Solano County Homeless Intervention Team to address county-wide homeless issues.
- c. CHS Program 4.5.A: Review the design of new and rehabilitated buildings for ways to increase resident safety.
 - i. *Status:* Staff continues frequent communication with, and performs a minimum of two inspections per year, of cannabis facilities in Benicia to review and enforce building safety plans. Additional inspections/visits are conducted throughout the year if there are reported incidents at the facilities. BPD also identifies and resolves camera visibility issues by working with the Parks Department to trim trees that may be obscuring community/FLOCK cameras.
- d. CHS Program 4.5: Prevent and reduce crime in the community.
 - i. *Status:* The development of cannabis cultivation and distribution businesses in town has attracted individuals that commit both property and violent crime. BPD partners with the cannabis businesses to stream video feed into the Communications Center (Dispatch), located at the Police Department main building. Additionally, the Communications Center is equipped with monitors that display images and live video from city wide cameras and automated license plate readers, all of which support community and officer safety. However, the Center was not purpose-built to be a communications hub and is critically low on space to install monitors that allow access and active monitoring of camera feeds. Modifications to the facility are necessary to continue the build-out of additional monitors, in order to meet the goal of preventing and reducing crime in the community. It is recommended that improvements to Dispatch be given priority consideration for operational effectiveness and

efficiency.

- e. Program 4.5.C: Promote the education of citizens on how not to be a victim.
 - i. *Status*: Staff conducts community presentations on crime, online safety, and fraud education, as well as uses social media to inform community about trending scams and provide safety tips. BPD hosts an annual Citizens Academy in which citizens learn about crime prevention and protection of personal property/information. BPD conducted evacuation routes presentation in coordination with the Fire Department.
- f. CHS Goal 4.6.5: Install emergency power supplies at city-owned and operated critical facilities. Emergency power supplies can include power generators and battery storage and should prioritize energy systems where feasible.
 - i. *Status*: The Police Department has been re-vamping a vacant space within the former youth center, located adjacent to the investigations offices, using Supplemental Law Enforcement Grant Funds. The Police Department lacks sufficient meeting and training space that accommodates more than a dozen people. The new space will be well equipped to function as an operations center for BPD during critical incidents and incidents that require the collaboration with outside agencies; however, the facility does not have back-up power. It is requested that a back-up energy source be installed at this to ensure that the investigations unit and the new training/critical incidents space (as well as IT) will be functional during power outages.
- g. CHS Goal 4.6.6: Ensure that communication systems used by emergency responders and key city staff have sufficient redundancy and resiliency to meet the city needs during and after a hazard event.
 - i. *Status*: Currently, the only switch to activate the city-wide sirens (per CHS Program 4.7.1) used during an emergency is located in the server room at the Police Department. Consideration should be given to having a secondary switch located at the Emergency Operations Center (EOC) at Fire Department Station 11 so that it can be deployed by a member of the EOC team when Dispatch may be overwhelmed with emergency calls.

7. Public Works Department:

- a. C Program 2.14.7: Safely accommodate all modes of travel, including

private vehicles, bus transit, bicyclists, and pedestrians.

i. Status: The Engineering Division has submitted a “Request for Authorization to Construct” package to Caltrans including final plans and specs for release of federal construction funds in January 2026 for frontage improvements at the former Scout House property using Federal OBAG 3 funds as part of the East 5th Street Affordable Housing Streetscape project. Construction is scheduled for 2026. The City completed pedestrian/bicycle safety improvements using Federal Highway Safety Improvement Program and Transportation Development Act (TDA) grant funding for intersection upgrades at East 5th and Military East Streets, Military West and West 3rd Streets, Kearney Street and Rose Drive, Southampton and Hastings Drives, and 900 linear feet of 5’ wide sidewalk on the north side of Military West between West 5th and West 3rd Streets. In 2025, The City repaved and restriped 1.2 miles of the major E-W arterial roadway, Military, between the Mary Farmar Elementary School and East Second Street including striping of bike lanes throughout for increased safety. In 2025 the City installed the Military West Pedestrian Bridge providing safe passage for the community and area schools over the busy Military West arterial roadway. Additionally, the Engineering Division is working on an update of the City’s Standard Plans and Engineering Standards.

b. C Goal 2.15: Provide a comprehensive system of pedestrian and bicycle routes which link employment centers, residential areas, commercial areas, schools, parks, and open space.

Status: One Highway Safety Improvement Project (HSIP) grant-funded pedestrian improvement projects and two Transportation Development Act (TDA) grant funded pedestrian/bicycle improvement projects were completed in 2025, including improvements to Military West for increased bike and pedestrian safety. In 2025, the City installed the Military West Pedestrian Bridge providing safe passage for the community and area schools over the busy Military West arterial roadway. Two Transportation Fund for Clean Air (TFCA) grants were approved in 2024 that will install ADA compliant curb ramps and high visibility crosswalks at three intersections on the west side of town in 2026.

c. C Program 2.17.H: Provide transit shelters with good visibility and benches, thus enhancing the pedestrian-transit interface.

i. Status: In 2025, the Public Works Department continued

implementation of the First and Last Mile Commuter Program, which connects the public with Solano County transit hubs for the “first and last leg” of their trip, with 80% off Lyft rides (up to \$25) to all Solano County transportation centers, train stations and Solano Express bus stops.

- d. C Program 2.20.2: Seek alternative to road widenings.
 - i. *Status*: PW Engineering installed bulb outs on a number of roads through HSIP and TDA grant funding in 2025 that will continue into 2026.
- e. C Program 2.20.1: Coordinate traffic signal improvements and synchronization and continue to implement timing changes.
 - i. *Status*: PW Engineering constructed traffic signal improvements/timing changes at the Military West and West 7th intersection in 2025.
- f. C Program 2.20.J: Develop adequate funding for keeping streets, alleys, and sidewalks in good repair.
 - i. *Status*: In 2025, the City continued to invest its gas tax related funds into rehabilitating the City’s road network with completion of the 2025 Citywide Rehabilitation Project including repaving of 1.2 miles of the City’s main E-W arterial roadway, Military. In November 2024, Measure F was approved by voters. The ballot measure established a ½ cent sales tax solely for the purpose of road related repairs. The first Measure F project is scheduled for construction in 2026 including and approximately \$5M street rehabilitation project. A \$1.5M design services contract was awarded by City Council in November 2025 for the first 3 years of the program.
- g. C Program 2.20.3: Maintain Lake Herman Road as a rural, two-lane, curving scenic route.
 - i. *Status*: Installation of safety enhancements on Lake Herman Road, including re-striping at one curve along Lake Herman Road near the Police Department Shooting range completed in 2025.
- h. C Program 2.22.C: Adjust phasing/timing of signal lights on routes to schools and consider providing increased crossing guards and/or police direction of traffic.
 - i. *Status*: Crossing guards were placed at Mary Farmar Elementary School and Benicia High School in response to the loss of the pedestrian bridge over Military West in 2024, which continued through the end of 2025. The new replacement pedestrian bridge that spans Military West was set in place in mid-September 2025.

Public works staff ensured the quality work of the contractors, Leonida Builders, who set the bridge. Five to six weeks of additional work occurred following pedestrian bridge placement to make the bridge ready for utilization. A Pedestrian Bridge Crossing Ribbon-Cutting Ceremony was held on October 30, 2025, with the first steps fittingly reserved for Mary Farmer students.

- i. C Goal 2.24: Continue to provide safe and direct access to the Industrial Park.
 - i. *Status*: The Public Works Department continued to provide safe access by repaving Park Road, between Elm Street and Bayshore Road, as part of the Citywide Pavement Rehabilitation Project constructed in 2025.
- j. C Program 2.24.1: Continue to ensure public access to private roads in the industrial and Port areas.
 - i. *Status*: The City received a \$750,000 grant for preparation of a Port of Benicia Facilities and Infrastructure Modernization Plan. The Consultant Agreement was awarded on October 1, 2024. The project kicked off in November 2024, and a number of deliverables were received by the City in 2025 including Task 1: Infrastructure Assessment, Task 2: Port Demand, Capacity and Circulation/Transportation Analysis, Task 3: Decarbonization and Resiliency Pathways, and Task 4: Capital Improvement Plan. These deliverables formulate the City's plan for ensuring complete and effective access to the Port and Industrial Area in support of the various land uses.
- k. C Goal 2.25: Improve auto and non-auto access into the Old Arsenal.
 - i. *Status*: In March 2025, the City identified the Military East Sidewalk Gap Closure project between East Second and Adams Street as the no. 2 Active Transportation Program (ATP) project for STA's Comprehensive Transportation Plan (CTP). The CTP serves as the primary long range planning document that guides and prioritizes STA's investments in transportation. This project has been identified as a Tier 1 priority project by the Active Transportation Committee creating a high likelihood for funding in 2026. The City continues to pursue complete and effective access into the Port and nearby old Arsenal Areas through the Port Modernization Plan development.
- l. CS Goal 2.36: Ensure an adequate water supply for current and

future residents and businesses

- i. Status:* The Utilities Division is working with water portfolio consultant to assess and develop short and long-term strategies to ensure adequate water supplies. Funding for this work is paid through the Water Treatment Plant Operations & Maintenance budget.
- m. CI Goal 4.17: Work to secure and maintain a sustainable and resilient water supply for Benicia.
 - i. Status:* The Utilities Division is working with a water portfolio consultant to assess and develop short and long-term strategies to ensure adequate water supplies. Funding for this work is paid through the Water Treatment Plant's Operations and Management budget.

Review of Grant Administration for Land Use Planning Activities

The Planning Division continues to consider grants for land use planning activities when opportunities to fund implementation of Council policies arise. To be more competitive for future planning and infrastructure funding, the City has applied for and received Priority Development Area Designation (PDA) designation for its downtown and an area around the intersection of Military East and East Fifth Street, known as the Eastern Gateway. These designations, awarded by Association of Bay Area Governments (ABAG) and Metropolitan Transportation Commission (MTC), position Benicia for future funding opportunities. In addition, the City's Industrial Park and Port areas were designated as a Priority Production Area in 2020. The City sought planning grants for both the Eastern Gateway PDA (\$312,500) and Port vicinity PPA (\$750,000), which were awarded in 2023. Implementation of both grants via the EG-IMP and Benicia Port Modernization Project began in Fall 2024. Complementing the PDA grant was the award of \$261,000 from the Solano Transportation Authority SubHIP grant program for streetscape improvements at the "Scout Property", a housing opportunity site located at East 4th Street and East L Street.

The City applied for grant funds under the Permanent Local Housing Allocation (PLHA) Program in November 2022. This program provides funding to local governments throughout California for projects and programs that address housing needs in their communities and is administered by the State's Housing & Community Development Department. The Program provides specific funding amounts that each city and county in the State may be eligible for during the Notice of Funding Availability period (2019 – 2023), once an application package is submitted. The City's application package included a detailed "Five-Year Plan" demonstrating how the allocated funds

are anticipated to be distributed and included a request for funds to be made available to Benicia for years 2019, 2020 and 2021. Under the Five-Year Plan, funds will be allocated for the following eligible activities: \$418,959.80 towards providing grants for “predevelopment” and rehabilitation of existing Affordable, age-restricted Rental Housing (Casa De Vilarrasa); \$387,356.50 towards providing grants for “predevelopment” and structural rehabilitation establishing transitional housing facilities (House of Hope); and \$42,438 towards Program Administration. The Planning Division received grant application approval in early February 2023 and continues to administer funds following execution of the grant agreement. In 2025, the City applied for and was awarded the final year of PLHA funding (2023 funds) in the amount of \$88,637 for Activities 1 and 6. The City also disbursed \$149,776.00 from prior years’ PLHA funds to the Benicia Housing Authority to reimburse the rehabilitation efforts of their senior housing facilities, Casa de Vilarrasa I & II (Activity 1). Rehabilitation of the facility included new exterior windows and doors, carpeting, ADA-compliant handrails and upgrades throughout the complex, and new HVAC heating and air conditioning units for all common areas. The City was also awarded an additional \$141,459.00 by HCD on March 26, 2024 for the rehabilitation and development of both House of Hope and Casa de Vilarrasa.

Technological Review, GIS, and Website

Permitting. In 2025, the City continues ongoing GoBenicia.org, an online resource hub for zoning, permitting, business license and building permit cost estimate information. This process has streamlined the permit research and planning process for citizens and saves staff time. GoBenicia calculates detailed land use codes, permit and license requirements, as well as application fees, so applicants can obtain a comprehensive overview of their proposed project and begin the process by being more informed to avoid potential development obstacles.

With the technological transition to a virtual permit center, the customer service experience has been enhanced with the use of readily available web-based resources such as Microsoft Bookings (via Microsoft Teams) for preapplication, applicant and other meeting requests and the expanded range of options for immediate contact and interaction between the general public and staff.

Service Requests. The City of Benicia continues ongoing implementation of the SeeClickFix app to submit non-emergency requests, in a proactive effort to improve customer service and provide citizens with an additional resource to report neighborhood issues, such as potholes, damaged trees, graffiti, and other issues that need immediate attention. The app uses GPS to recognize location, provides a menu of common conditions to select from, and allows citizens to upload pictures of the concern that will assist City staff upon a submitted request. The app provides the

capability to comment on a submission, and City staff can provide notification on when an issue's status is updated. Not only does the app improve immediate reporting, but also serves to improve citizen-concern feedback and quick resolution of most complaints.

Records Management. The City of Benicia continues ongoing implementation of the LaserFiche system. Laserfiche will be utilized to house all documents requiring retention in one central location. The implementation of Laserfiche and automation of importing records has been completed; many city departments are currently converting old records and importing them into LaserFiche. On November 19, 2024, the Council awarded the contract for scanning of records in the Development Services Department and City Manager's Office. Scanning will occur in 2025 and into 2026 with future phases planned to include integration with outside software vendors such as OpenGov and DocuSign.

Geographic Information Systems. The City continues to participate in the County of Solano REGIS consortium, which provides GIS- based property information through the County website. Additional efforts have been underway and ongoing since 2023 to complete up-to-date GIS mapping of various conditions that can be combined with parcel information to improve information to the community as well as coordinated city services. The Planning Division's online GIS Zoning and General Plan Land use map are available for searching and viewing online at <https://www.ci.benicia.ca.us/planning>.

Reformatted General Plan for Easier Access and Use. The Planning Division has fully reformatted the 1999 plan to improve readability, organization, and visual presentation, making the 337-page document more accessible to the public, applicants, and staff. Key updates include:

- Integrated Amendments: Includes recent Housing Element updates and Eastern Gateway study area changes.
- Improved Usability: Reorganized layout enhances clarity and navigation.
- Future-Ready: Supports ongoing and future updates, including the Circulation Element.
- Now Online: View the updated plan at [General Plan - Planning Division - Benicia, California](#)

Appendix A

Housing Element Annual Progress Report

Housing Element Implementation

Please Start Here	
General Information	
Jurisdiction Name	Benicia
Reporting Calendar Year	2025
Contact Information	
First Name	Hugo
Last Name	McMillan
Title	Assistant Planner
Email	hmcmillan@ci.benicia.ca.us
Phone	707-746-4276
Mailing Address	
Street Address	250 East L Street
City	Benicia
Zip code	94510

Jurisdiction	Benicia
Reporting Year	2025 (January 1 - December 31)
Planning Period	6th Cycle 01/31/2023 - 01/31/2031

Acronym Reference Table	
VLI	Very Low Income (30% to 50% of Area Median Income)
LI	Low Income (50% to 80% of Area Median Income)
MI	Moderate Income (80% to 100% of Area Median Income)
AMI	Above Moderate Income (Over 100% of Area Median Income)
DR	Deed Restricted Affordable Housing
NDR	Non-Deed Restricted

Table A – Housing Development Applications Submitted

APN #	Street Address	Project Name/Local Jurisdiction Tracking ID	Unit Category	Tenure R= Renter O= Owner	Date Application Submitted	Above Moderate-Income (AMI)	Total Proposed	Total Approved	Total Dis-approved	Streamlining provisions?	Is this project located on a site with an associated historical designation?	Incentives or concessions sought pursuant to Gov Code Section 65915?	Were incentives or concessions approved?	Application Status	Ministerial or discretionary?	Notes*
						20	20	7	0							
0087-052-280	521 Gloria Way	B-25-35	ADU	R	2/5/25	1	1	1		NONE	No	No	No	Approved	Ministerial	
0089-023-040	560 West J Street	B-25-90	ADU	R	3/27/25	1	1	1		NONE	No	No	No	Approved	Ministerial	
0089-021-290	686 West J Street	B-25-98	ADU	R	4/7/25	1	1	1		NONE	No	No	No	Approved	Ministerial	
0089-341-100	180 East H Street, Unit 1	B-25-105	ADU	R	4/16/25	1	1	1		NONE	No	No	No	Approved	Ministerial	
0089-341-100	184 East H Street, Unit 1	B-25-106	ADU	R	4/17/25	1	1	1		NONE	No	No	No	Approved	Ministerial	
0088-091-220	321 East N Street	B-25-169	ADU	R	6/12/25	1	1	1		NONE	No	No	No	Approved	Ministerial	
0086-231-110	431 Larkin Drive	B-25-220	ADU	R	7/18/25	1	1			NONE	No	No	No	Pending	Ministerial	
0088-116-050	234 Military East	B-25-234	ADU	R	7/29/25	1	1			NONE	No	No	No	Pending	Ministerial	
0087-333-160	213 Radnor Court	B-25-249	ADU	R	8/6/25	1	1	1		NONE	No	No	No	Approved	Ministerial	
0083-501-050	690 Kearney Street	B-25-305	ADU	R	9/19/25	1	1			NONE	No	No	No	Pending	Ministerial	
0089-026-020	840 Elane Way	B-25-359	ADU	R	10/29/25	1	1			NONE	No	No	No	Pending	Ministerial	
0086-083-070	1131 West Thirteenth Street	B-25-364	ADU	R	10/31/25	1	1			NONE	No	No	No	Pending	Ministerial	
0086-053-630	1293 Church Street, Unit	B-25-383	ADU	R	11/14/25	1	1			NONE	No	No	No	Pending	Ministerial	

	1															
0086-250-050	1449 Plaza De Oro	B-25-391	ADU	R	11/24/25	1	1			NONE	No	No	No	Pending	Ministerial	
0086-191-080	438 Turner Drive	B-25-396	ADU	R	12/5/2025	1	1			NONE	No	No	No	Pending	Ministerial	
0088-224-070	1888 Casa Grande Street	B-25-405	ADU	R	12/17/2025	1	1			NONE	No	No	No	Pending	Ministerial	
0083-511-100	684 Addison Court	B-25-407	ADU	R	12/17/2025	1	1			NONE	No	No	No	Pending	Ministerial	
0086-171-200	427 O'Farrell Drive	B-25-412	ADU	R	12/18/2025	1	1			NONE	No	No	No	Pending	Ministerial	
0087-134-340	1130 West Ninth Street	B-25-414	ADU	R	12/18/2025	1	1			NONE	No	No	No	Pending	Ministerial	
0087-154-110	349 West J Street	B-25-416	ADU	R	12/19/2025	1	1			NONE	No	No	No	Pending	Ministerial	

Table A2

Annual Building Activity Report Summary - New Construction, Entitled, Permits, and Completed Units

Project Identifier			Unit Types		Affordability by Household Income - Completed Entitlement								
Current APN	Street Address	Project Name/Tracking ID	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	Tenure R=Renter O=Owner	VLI DR	VLI NDR	LI DR	LI NDR	MI DR	MI NDR	AMI	Entitlement Date Approved	# of Units issued Entitlements
					0	0	0	0	0	0	0		0
0087-531-270	1458 Drolette Way	BLD-23-362	ADU	R									0
0087-071-090	1429 O'Hare Drive	B-23-221	ADU	R									0
0083-232-090	666 Belvedere Drive	B-24-13	ADU	R									0
0087-052-280	521 Gloria Way	B-25-35	ADU	R									0
0089-023-040	560 West J Street	B-25-90	ADU	R									0
0089-021-290	686 West J Street	B-25-98	ADU	R									0
0089-341-100	180 East H Street, Unit 1	B-25-105	ADU	R									0
0089-341-100	184 East H Street, Unit 1	B-25-106	ADU	R									0
0088-091-220	321 East N Street	B-25-169	ADU	R									0
0087-333-160	213 Radnor Court	B-25-249	ADU	R									0

Table A2 (cont.)

Annual Building Activity Report Summary - New Construction, Entitled, Permits, and Completed Units

Project Identifier		Affordability by Household Income - Building Permits									Affordability by Household Income - Certificates of Occupancy								
Street Address	Project Name/ Tracking ID	VLI DR	VLI NDR	LI DR	LI NDR	MI DI	MI NDR	AMI	Building Permits Date Issued	# of Units Issued Building Permits	VLI DR	VLI NDR	LI DR	LI NDR	MI DR	MI NDR	AMI	Certificates of Occupancy Date Issued	# of Units issued Certificates of Occupancy
		0	2	0	2	0	2	1		7	0	1	0	1	0	1	0		3
1458 Drolette Way	BLD-23-362											1						3/11/2025	1
1429 O'Hare Drive	B-23-221												1					9/9/2025	1
666 Belvedere Drive	B-24-13														1			5/13/2025	1
521 Gloria Way	B-25-35		1						11/13/2025	1									
560 West J Street	B-25-90		1						8/4/2025	1									
686 West J Street	B-25-98				1				6/24/2025	1									
180 East H Street, Unit 1	B-25-105				1				11/12/2025	1									
184 East H Street, Unit 1	B-25-106						1		10/31/2025	1									
321 East N Street	B-25-169						1		9/25/2025	1									
213 Radnor Court	B-25-249							1	10/22/2025	1									

Table A2 (cont.)

Annual Building Activity Report Summary - New Construction, Entitled, Permits, and Completed Units

Project Identifier		Streamlining	Infill	Housing with Financial Assistance and/or Deed Restrictions		Housing without Financial Assistance	Term of Affordability or Deed Restriction	Demolished/Destroyed Units			Density Bonus				Notes
		14	15	16	17	18	19	20			21	22	23	24	25
Street Address	Project Name/Tracking ID	Please select the state streamlining provision the project was APPROVED pursuant to	Infill Units? Y/N*	Assistance Programs for Each Development	Deed Restriction Type	How did the locality determine unit affordability?	Term of Affordability or Deed Restriction (years)	Number of Demolished/Destroyed Units	Demolished or Destroyed Units	Demolished/Destroyed Units Owner or Renter	Total Density Bonus Applied to the Project	Number of Other Incentives, Concessions, Waivers, or Other Modifications	List the incentives, concessions, waivers, and modifications	Did the project receive a reduction or waiver of parking standards?	Notes*
1458 Drolette Way	BLD-23-362	NONE	Y					0							
1429 O'Hare Drive	B-23-221	NONE	Y												
666 Belvedere Drive	B-24-13	NONE	Y												
521 Gloria Way	B-25-35	NONE	Y												
560 West J Street	B-25-90	NONE	Y												
686 West J Street	B-25-98	NONE	Y												
180 East H Street, Unit 1	B-25-105	NONE	Y												
184 East H Street, Unit 1	B-25-106	NONE	Y												
321 East N Street	B-25-169	NONE	Y												
213 Radnor Court	B-25-249	NONE	Y												

Table B
Regional Housing Needs Allocation Progress
Permitted Units Issued by Affordability

		1	2										3	4	
Income Level		RHNA Allocation by Income Level	Projection Period (06/30/2022 - 01/30/2023)	2023	2024	2025	2026	2027	2028	2029	2030	2031	Total Units to Date (all years)	Total Remaining RHNA by Income Level	
Acutely Low	Deed Restricted		-	-	-	-	-	-	-	-	-	-	-	-	
	Non-Deed Restricted	--	-	-	-	-	-	-	-	-	-	-	-	-	
Extremely Low	Deed Restricted		-	-	-	-	-	-	-	-	-	-	-	-	
	Non-Deed Restricted	--	-	-	-	-	-	-	-	-	-	-	2	-	
Very Low	Deed Restricted		-	-	-	-	-	-	-	-	-	-	4		
	Non-Deed Restricted	212	-	-	-	2	-	-	-	-	-	-	-	208	
Low	Deed Restricted		-	-	-	-	-	-	-	-	-	-	2		
	Non-Deed Restricted	127	-	-	-	2	-	-	-	-	-	-	-	125	
Moderate	Deed Restricted		-	-	-	-	-	-	-	-	-	-	-		
	Non-Deed Restricted	123	4	-	-	2	-	-	-	-	-	-	4	119	
Above Moderate		288	2	8	17	1	-	-	-	-	-	-	28	260	
Total RHNA		750													
Total Units			6	8	17	7	-	-	-	-	-	-	38	712	

Table C

Sites Identified or Rezoned to Accommodate Shortfall Housing Need and No Net-Loss Law

Project Identifier				Date of Rezone	RHNA Shortfall by Household Income Category				Rezone Type	Sites Description							
1				2	3				4	5	6	7	8		9	10	11
APN	Street Address	Project Name ⁺	Local Jurisdiction Tracking ID ⁺	Date of Rezone	Very Low-Income	Low-Income	Moderate-Income	Above Moderate-Income	Rezone Type	Parcel Size (Acres)	General Plan Designation	Zoning	Minimum Density Allowed	Maximum Density Allowed	Realistic Capacity	Vacant/ Non vacant	Description of Existing Uses
Summary Row: Start Data Entry Below					0	0	0	0							0		

Table D
Program Implementation Status pursuant to GC Section 65583

Housing Programs Progress Report

Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.

Name of Program	Objective	Projected Completion Date in HE	HE Cycle	Status of Program Implementation	Program Implementation Details	Outcome Category	Quant. Outcome - Count	Supporting Documents
Program 1.01	Work with the Benicia Housing Authority to coordinate affordable housing activities and maintain good working relations with other non-profit housing providers	12/31/2031	6th Cycle	Continuous	This effort is ongoing. The City works with BHA in a number of capacities including administration of PLHA grant funds	Units	150	None
Program 1.02	Support the Benicia Housing Authority in their administration of the Section 8 housing voucher program.	12/31/2031	6th Cycle	Continuous	The City is working to develop information on the Housing Choice Voucher program for landlords to support BHA's administration of the program.	Households	16	None
Program 1.03	Explore how to leverage financial resources and partner with the development community to assist first-time homebuyers with down payments. This may include partnering with the Benicia Housing Authority or hiring a consultant to administer the program.	12/31/2031	6th Cycle	Continuous	The City continues to evaluate funding opportunities and has an existing relationship with the Benicia Housing Authority. Information and resources for homebuyer assistance programs has been provided on the City's website. In addition, the Solano County REAP Collaborative prepared a memo for all the jurisdictions discussing options for exploring funding sources for a countywide first-time homebuyer program. The County and the cities will continue to discuss and track funding sources that could become viable options in the future	Persons	5	https://www.ci.benicia.ca.us/housing

					including Bay Area Housing Finance Authority (BAHFA) funds.			
Program 1.04	Work with the Public Works Department (City's Water and Sewer provider) in order to ensure adequate services to accommodate the housing needs.	12/31/2031	6th Cycle	Continuous	This is a continuing effort between the City's Public Works and Development Service Departments. A copy of the Housing Element and the adopted amendments have been provided to the City's Public Works Department. Quantified objectives were not established for this program.	Other		None
Program 1.05	Facilitate greater housing mobility by providing information at City Hall, other public locations, and on the City's website to promote private, state, and federal homebuyer assistance programs to the public.	12/31/2031	6th Cycle	Continuous	Information and resources for homebuyer assistance programs has been provided on the City's website.	Persons	5	https://www.ci.benicia.ca.us/housing
Program 1.06	Amend the General Plan and Zoning Ordinance to address the 2023-2031 RHNA by increasing densities at sites identified throughout the city. This will include changing the General Plan and zoning density and text as needed to allow for the increased densities through rezoning. An overlay zone, adopted on January 24, 2023, has addressed the zoning changes needed for some of the sites citywide.	12/31/2025	6th Cycle	Completed	The city has amended its general plan and zoning ordinance as of January 2023. Additional efforts are ongoing and were completed in December 2025. In December 2025, the City Council adopted the objective standards for clarification of scenic views and vistas citywide at the same level of detail as those already adopted for the Arsenal. The City aims to facilitate opportunities for 1,576	Units	1576	None

					mixed income units through redesignation and rezoning/zoning text amendments to promote the creation of housing in the commercial and Downtown zones to improve housing mobility, reduce displacement, reduce concentration of poverty and lower-income households, and increase the supply of affordable housing in higher opportunity and higher income areas.			
Program 1.07	Vacant parcels have been included in the land inventories of the 5th Round and 4th Round Benicia Housing Elements as suitable for lower-income units to address the City's RHNA allocation. The City will commit to update all required Zoning Ordinance and General Plan provisions to allow projects that have at least 20 percent affordable units (extremely low, very low, or low) without discretionary review or "by right."	1/31/2023	6th Cycle	Completed	Completed. The City has amended its general plan and zoning ordinance and identified the vacant parcels suitable for development of affordable housing as of January 2023.	Units	118	None
Program 1.08	Update Title 16, Subdivisions, of the Benicia Municipal Code to provide objective standards for subdivisions and streamline the parcel map requirements and review process.	12/31/2024	6th Cycle	Completed	Title 16, Subdivisions, of Benicia Municipal Code was amended in December 2024. The City aims to encourage development on consolidated parcels to support development of 112 units, with at least 30 units in areas of concentrated affluence.	Units	112	https://www.coderepublishing.com/CA/Benicia/#!/Benicia16.html

Program 1.09	Provide technical pre-application assistance by the Planning, Building Safety, Engineering, Utilities Divisions and Fire Department to affordable housing providers to determine project feasibility and address zoning compliance issues.	12/31/2031	6th Cycle	Continuous	Ongoing, pre-application review of all development projects including those pertaining to housing is regularly provided and coordinated through Planning Division staff for this program. Quantified objectives were not established for this program.	Other		None
Program 1.10	Educate the public on affordable housing through annual reporting to the Planning Commission and City Council. Current housing issues and recent accomplishments towards reaching the City's Quantified Objective will be addressed. The report will also serve as the annual report required by State law for progress in implementing the City's General Plan, including the Housing Element.	12/31/2031	6th Cycle	Continuous	The 2024 annual report was brought to the Planning Commission on March 14, 2024 and the City Council on March 19, 2024. The 2025 annual report will be brought to the Planning Commission in February 2026 and the City Council in March 2026. This is an annual and continuing effort - quantified objectives were not established for this program. The Solano County REAP Collaborative created a GIS based building permit tracker for the City to track building and ADU permits by year and map them for use in their Housing Element Annual Progress Report (APR) that is submitted to HCD each year.	Other		https://www.ci.benicia.ca.us/housingelement
Program 1.11	The City defers to State Density Bonus Law in its local ordinance. The City will review and amend the Zoning Ordinance as necessary to comply with changes to the State Density Bonus Law and post	12/31/2024	6th Cycle	Completed	The City's Density Bonus ordinance was amended to comply with SDBL in December 2024. The City, through the Solano County REAP	Units	5	https://www.codpublishing.com/CA/Benicia/#!/Benicia17/Benicia1770.html#17.70.270

	information about state density bonus on the City's website.				Collaborative, prepared a marketing brochure to promote the use of density bonuses for lower-income units. Marketing materials are available on the City's website.			https://www.ci.benicia.ca.us/housingdevelopment
Program 1.12	To encourage the development of accessory dwelling units (ADUs), develop new public information and technical assistance to promote the development of ADUs in Benicia and encourage a greater range of housing types in areas of concentrated affluence to promote housing mobility for lower- and moderate-income households. The City will also update the Zoning Ordinance, as needed, to comply with State law. The City shall update and maintain its ADU webpage with information to increase public awareness and promote the construction of ADUs, and provide additional information through City newsletters and other widely-distributed information sources, particularly in areas with higher median incomes and concentrated affluence and where there are existing single-family homes, through means such as inserting informational flyers in monthly bills and providing additional information on the City's website.	12/31/2031	6th Cycle	Continuous	ADU amendments were adopted on March 19, 2024. ADU information on the City's website was published in 2024, including access to an ADU "Can You Build it?" collaborative planning tool, which combines zoning and ADU regulations to determine the type of ADU that can be built on each lot that allows ADUs in the City.(www.solanoadu.org) . Additional amendments were adopted in December 2025. The City's quantified objective aims to issue 44 building permits (20 in higher-resource neighborhoods) over the planning period. The City, as part of the Solano County REAP Collaborative, prepared an ADU incentives brochure to promote ADU development. Marketing materials are available on the City's website.	Other	44	https://solanoadu.org/
Program 1.13	Monitor ADU permitting throughout the planning period to track whether permits are keeping up with the ADUs anticipated in the Housing	12/31/2031	6th Cycle	Continuous	ADU permitting is continually tracked and will be monitored throughout the remainder	Other	10	None

	Element, including their affordability. Implement additional actions if targets are not met.				of the planning period. ADUs are included and reported on in the annual Housing Element APR. The City's quantified objective aimed to issue 10 building permits between June 2022 and December 2024; 28 building permits were issued for ADU construction in this timeframe.			
Program 1.14	Continue to reduce the cost of providing affordable housing and increase the supply of affordable opportunities, particularly in higher resource areas. Promote incentives to developers of affordable housing on the City's website and during the application process.	12/31/2031	6th Cycle	Continuous	Ongoing. The Solano County REAP Collaborative partnered with Solano Economic Development Corporation to host a Developers Perspectives Webinar on October 31, 2025 to discuss the recent housing laws that have passed and what policies jurisdictions should consider including to help further incentivize development in their community. Speakers including Michelle Boyd from Turner Labs, who lead the design and launch of the Housing Venture Lab, Jonathan Fearn from Signature Development Group, who specializes in acquisition and development of commercial, residential and mixed-use reuse properties based out of Oakland, Keith Rogal, Rogal Associates who is	Units	20	None

					<p>managing partner of the Napa Pipe mixed-use development project and Nicolas Ruhl, Regional Director at A.G. Spanos Corporation who specializes in developing multifamily apartment projects.</p> <p>Quantified objective aims to construct 20 extremely low-, very low-, or low-income units.</p>			
Program 1.14	<p>The City processes applications for eligible affordable housing projects within the timeframes specified in Government Code Section 65913.4(c). The City will continue to implement the City's streamlined review process for projects eligible for SB 35 streamlining. The City will also provide training on SB 35 to the Planning Commission and City Council every two years if the City is subject to SB 35. The City also enforces SB 330 to comply with State law. Annually, update the permit fee schedule in relation to the consumer price index; and defer, waive, or reduce certain development fees, portions of fees, or combinations of fees for the affordable portion of any project. Benicia will promote these incentives to developers on the City's website and during the application process.</p>	12/31/2031	6th Cycle	Continuous	<p>Ongoing. Senate Bill 35 trainings for the Planning Commission and City Council are planned for 2026. Quantified objective aims to construct 20 extremely low-, very low-, or low-income units. The permit fee schedule is updated annually, with changes effective July 1st of each year.</p>	Units	20	None

Program 1.15	Help facilitate lot consolidations to combine small lots identified as part of a larger site in the Housing Element (including lots on slopes) into larger developable lots to create additional opportunities for infill development and affordable housing. The City will meet with local developers and property owners to discuss development opportunities and incentives for lot consolidation to accommodate affordable housing units and consider additional incentives brought forth by developers.	12/31/2031	6th Cycle	Continuous	Lot consolidations have been completed on 2 smaller City-owned sites for future development of affordable housing. The City's quantified objective aims to support 5 lot consolidations during the planning period to increase the supply of affordable housing in higher opportunity areas.	Other	5	None
Program 1.16	Utilize City-owned sites to develop 100% affordable housing projects (including units in a range of sizes and types), mixed income housing projects and projects without affordable units. The process to make City-owned sites available will include outreach to create partnerships with affordable housing developers that can maximize the opportunities and number of units. Nine of the City-owned sites (comprised of 17 total parcels) included in the sites inventory will require more focus through this program either because they include lower income units in the inventory or are non-vacant or because they require rezoning (opportunity sites). There are some additional vacant City-owned sites with moderate and/or moderate units assigned to them that are already suitably zoned. The City will make such parcels available to developers building affordable housing or otherwise ensure the development of housing	12/31/2031	6th Cycle	Continuous	The City created a list of vacant publicly-owned sites to post on the City's website and market to developers in 2025. The City issued an RFP for the development of affordable housing on city-owned sites in 2024, and has selected a local affordable housing developer for two sites. Lot consolidations have been completed on two of the City-owned sites identified in the Housing Element sites inventory. The City's quantified objective aims to issue 3 building permits for these sites during the planning period.	Other	3	https://www.ci.benicia.ca.us/housingrfp

	<p>on such sites. This process will begin with a review of assets to create a City-owned site affordable housing inventory (will include list of surplus properties) by December 31, 2023. The process to make City-owned sites available will include outreach to create partnerships with affordable housing developers that can maximize the opportunities and number of units. This will include facilitation of lot consolidation (as described in Program 1.15) on any city sites in the list below that could benefit from lot consolidation to create a project. This process will be undertaken by June 2024. The City will initiate the Surplus Lands Act (SLA) process to pursue affordable housing projects in the city. The City will require an affordability covenant recorded against the land stipulating a specified percent of the total units developed will be affordable to lower-income households, in accordance with State law.</p>							
<p>Program 1.17</p>	<p>Annually monitor housing development applications to determine if objective development standards constrain the ability to develop housing projects. In addition, every two years the City will meet with developers of housing projects to identify potential constraints to development and based on that consultation, will amend the zoning ordinance or objective standards as necessary to remove constraints that inhibit the development of projects at the capacity assumed in the housing</p>	<p>12/31/2031</p>	<p>6th Cycle</p>	<p>Continuous</p>	<p>Due to a limited volume of applications beyond single family and ADUs, comprehensive monitoring of housing applications is not yet underway. Constraints related to design review in historic districts have been reduced by a comprehensive update to design review procedures (approved 2023). This program is ongoing. The City's quantified objective</p>	<p>Other</p>		<p>None</p>

	element.				aims to continually monitor permit issuance to achieve as many residential units as possible and amend zoning to address constraints as needed.			
Program 2.01	The City has an existing Inclusionary Housing Ordinance. It is currently being updated. Update the inclusionary Housing Ordinance. As the City updates the existing ordinance, they will: 1) Potentially increase the range of affordability levels from moderate to very low; and 2) Include income verification and monitoring in the ordinance. The City provides incentives and regulatory concessions in the Community Benefits chapter of the Eastern Gateway Study citywide.	6/30/2023	6th Cycle	Continuous	Completed. The City coordinated with developers and adopted updates to its Inclusionary Housing Ordinance in September 2023. The City's quantified objective aims to construct 150 units, particularly in areas of concentrated affluence, to reduce displacement, promote mobility, diversify types of units, and increase the affordable housing supply.	Units	150	None
Program 2.02	As part of its next General Plan Update, the City shall build on the work completed in the Eastern Gateway Study to continue to work to establish efficient land use and development patterns that conserve resources, such as fuel, water, and land, and allow for higher-density development in the vicinity of major transit nodes, set forth pedestrian-oriented development patterns, and preserve open space areas in an effort to promote healthy	12/31/2031	6th Cycle	Continuous	Planning efforts for the Eastern Gateway Infrastructure Master Plan (EG-IMP) are underway, beginning in Fall/Winter 2024 and are anticipated to be completed in Spring 2026. The EG-IMP will establish a strategy for addressing infrastructure constraints and provide a path for realizing the community's vision for a	Other		https://www.ci.berkeley.ca.us/easterngateway

	environmental and living conditions with improved access to resources.				walkable and bike-friendly neighborhood. As part of this project, the General Plan Circulation Element will also be amended to align with the Infrastructure Master Plan, in addition to the countywide Active Transportation Plan and applicable requirements of State Law. Quantified objectives were not established for this program.			
Program 2.03	Annually evaluate the sites inventory identifying the zoning, size, and number of vacant and underutilized parcels suitable for residential development for each income category. If the sites inventory indicates a shortage of available sites to accommodate the remaining RHNA for an income category, the City shall rezone sufficient sites with appropriate densities to accommodate its remaining RHNA for each income category.	12/31/2031	6th Cycle	Continuous	Ongoing. The City's sites inventory does not currently indicate a shortage of sites to accommodate the remaining RHNA. Quantified objectives were not established for this program.	Other		None
Program 2.04	Identify an additional 75 lower-income units on sites suitably zoned to accommodate lower-income housing (allowing at least up to 30 du/ac to promote housing choices). Additionally, the City may revise current income designations on Site 35, to meet a portion of this need. Development standards will be established or modified as appropriate to facilitate achieving maximum allowable densities.	1/31/2025	6th Cycle	Completed	One city-identified vacant site (Site 28) was rezoned in January 2025 for increased density of up to 75 units/acre. The City's quantified objective aims to construct 75 units of lower-income housing through the planning period.	Units	75	Business Item 15.A - https://granicus-production-attachments.s3.amazonaws.com/benicia/db9da2db5a195d54cdd95ee21f1a16080.pdf

<p>Program 2.05</p>	<p>Establish a Religious and Institutional Facility Housing Overlay or similar zoning text amendment with the following potential provisions: • Expanding the provisions of Section 65913.6 to other institutional uses including property under the ownership of institutional uses, such as schools and hospitals. • Allowing religious and institutional uses to construct up to four ADUs and JADUs onsite when an affordable housing development may not be feasible.</p>	<p>3/31/2025</p>	<p>6th Cycle</p>	<p>Completed</p>	<p>The City hosted stakeholder meetings with interested Religious/Institutional parties in July 2024. A Religious and Institutional Overlay zone was established in February 2025. The City's quantified objective aims to construct 50 lower-income units citywide, with a target of 50% of the units (25 units) in areas of high median income/concentrated affluence. The City, in partnership with the Solano County REAP Collaborative, prepared a list of faith-based owned properties and sent letters to engage with the faith-based organizations to gauge their interest in affordable housing. The jurisdictions invited all the faith-based organizations in their communities to attend the MTC/ABAG North Bay Sacred Land/SB 4 Workshop held on October 29th in Novato. Solano Economic Development Corporation in partnership with the Solano REAP Collaborative also held a Faith-Based Housing: Innovative Solutions for Community Growth in Solano Webinar on</p>	<p>Units</p>	<p>50</p>	<p>Business Item 13.A - https://granicus-production-attachments.s3.amazonaws.com/benicia/0a2e564e4ba9b769a06911dfd33423cc0.pdf</p>
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					November 13, 2025.			
Program 2.06	Amend the Zoning Ordinance to eliminate the discretionary design review requirement for mixed use and multifamily housing of up to 4 residential units citywide, outside of a historic district. Adopt an ordinance to increase the permitted residential density of single family (RS) parcels (“upzone”) to fifteen dwelling units per acre for sites located adjacent to minor arterial roadways in Census Tracts 2521.4, 2521.5, 2521.6, and 2521.7 (Rose Drive, Cambridge Drive, Hastings Drive, Panorama Drive, Chelsea Hills Drive). Establish objective development standards to facilitate maximum densities. The ordinance will include a map demarcating the parcels subject to this upzoning. In addition, develop a fair housing factsheet to be included in the SB 9 application packet. Develop outreach materials to educate the community regarding SB 9 opportunities, particularly in higher resource neighborhoods. Distribute materials through social media and other platforms.	12/31/2031	6th Cycle	Continuous	In November 2023, the city adopted an ordinance updating its design review ordinance to allow for objective ministerial approval of multifamily and mixed-use projects of up to 4 units outside of historic districts. Fair Housing and SB-9 fact sheets were developed and posted online in June and November 2024. Zoning amendments to increase density (15 du/ac) along minor arterials were adopted by the City Council in December 2025. The City's quantified objective aims to achieve 10 SB-9 permit applications in the planning period; and 50 units constructed along minor arterials in the census tracts identified in Program 2.06.	Other	50	https://www.ci.benicia.ca.us/housing ¹ https://legistarweb-production.s3.amazonaws.com/uploads/attachment/1. Proposed Ordinance Amending the Benicia Municipal Code.pdf
Program 2.07	Monitor available funding sources and activities to pursue based on competitive funding considerations, the funding cycles of various State and federal sources, and housing provider interest. The City will contact these funding sources to make sure they are on all pertinent distribution lists for funding	12/31/2031	6th Cycle	Continuous	This program is on-track. The City is on distribution lists for key funding agencies and has obtained PLHA funds for rehabilitation of affordable housing and new transitional housing. Ongoing. Quantified	Other		None

¹ [1. Proposed Ordinance Amending the Benicia Municipal Code.pdf](https://legistarweb-production.s3.amazonaws.com/uploads/attachment/1. Proposed Ordinance Amending the Benicia Municipal Code.pdf)

	opportunities. The City will keep these funding sources updated on appropriate contact persons at the City.				objectives aim to secure funding for a variety of new residential units/uses citywide throughout the planning period.			
Program 2.08	Consult with ABAG and apply for financial assistance from the One Bay Area (OBAG) program for projects within priority development areas in the City.	12/31/2031	6th Cycle	Continuous	This is an ongoing effort and the city will continue to seek funding as applicable. The City applied for and received PDA funding in 2023 for the Eastern Gateway/East 5th Street priority development area. Quantified objectives aim to secure OBAG funding for a variety of new residential units/uses in all priority development areas of the City throughout the planning period.	Other		None
Program 3.01	Amend the Zoning Ordinance to comply with SB 2 under the Housing Accountability Act to limit the standards applying to emergency shelters to only those that comply with state law. Amend the Zoning Ordinance to allow supportive housing in compliance with AB 2162. In addition, to comply with AB 101, the City will amend the Zoning Ordinance to define and specifically reference low-barrier navigation centers as permitted without discretionary review in areas zoned for mixed use and nonresidential zones permitting multifamily uses.	12/31/2024	6th Cycle	Completed	The City updated its zoning ordinance (BMC Title 17) to comply with this program in March 2024. Quantified objectives were not established for this program.	Other		https://www.codpublishing.com/CA/Benicia/#!/Benicia17/Benicia17.html

Program 3.02	The City adopted a reasonable accommodation ordinance addressing rules, policies, practices, and procedures that may be necessary to ensure equal access to housing for those with disabilities. The City will review and update the reasonable accommodation procedure findings in Chapter 17.132 of the Zoning Ordinance for constraints and conflicts with State law.	12/31/2024	6th Cycle	Completed	The City updated its zoning ordinance (BMC Title 17) to comply with this program in March 2024. Quantified objectives were not established for this program.	Other		None
Program 3.03	The City will assist the Community Action Council (CAC) in promoting the availability of resources by posting notifications on the City's website (www.ci.benicia.ca.us). Continue to refer persons in need of transitional housing assistance to the CAC. Meet annually with the CAC to determine the need for transitional housing facilities.	12/31/2031	6th Cycle	Continuous	The City updates its webpage with housing resources as updates become available, and provides referrals to the Community Action Council when requested. Outreach efforts to discuss transitional housing facility needs have not yet been successful. Quantified objectives were not established for this program.	Other		None
Program 3.04	The City will require the provision of needed social services in all City-funded affordable housing projects. If necessary, the zoning ordinance will be amended to allow these uses at project locations. Study options to incentivize on-site childcare in mixed use and multifamily development as a community benefit; and to promote intergenerational facilities (by 2026) and establish a program (2027).	12/31/2031	6th Cycle	Continuous	Efforts are underway and on track to meet the 2026 and 2027 target dates. The City aims to address this program in 2026 and beyond. Quantified objectives aim to integrate support services in housing projects developed on City-owned sites.	Other		None

<p>Program 3.05</p>	<p>Work with housing providers to ensure that special housing needs and the needs of lower income households are addressed for persons with disabilities, seniors, large families, single parent-headed households with children, and extremely low-income households. Identify opportunities to reach out to developers of special-needs housing through the Surplus Lands Act process to pursue housing projects in the city. In addition, as appropriate, the City will assist and/or provide support for funding applications under state and federal programs designated specifically for special needs groups. The City will monitor the migrant student population in the Benicia Unified School District and take additional actions to serve the farmworker population if an increase in the population occurs. The City will amend the Zoning Ordinance to comply with the Employee Housing Act, specifically Health and Safety Code Section 17021.5 that requires employee housing for six or fewer employees to be treated as a single-family structure and permitted in the same manner as other dwellings of the same type in the same zone. The City will specifically define this type of employee housing in the Zoning Ordinance and permit it in all zoning districts that allow single-family residences. The City will also amend the Zoning Ordinance as necessary to comply with Health and Safety Code Section 17021.6 to allow employee</p>	<p>12/31/2024</p>	<p>6th Cycle</p>	<p>Continuous</p>	<p>In March 2024, the City participated in a countywide developers forum and established contact with various housing providers and developers. In addition to established partnerships, these contacts will provide a baseline for future implementation including Surplus Lands Act process. The City established monitoring procedures for migrant student populations, completed in December 2024. The City updated its zoning ordinance (BMC Title 17) to comply with this program in March 2024. Quantified objectives aim to assist with the creation of 30 units for those with special needs to reduce displacement risk and expand mobility opportunities citywide.</p>	<p>Units</p>	<p>30</p>	<p>None</p>
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	housing/farmworker housing as an accessory use to the permitted agricultural uses in the Open Space District.							
Program 3.06	The City shall prioritize the creation of housing that includes units for persons with disabilities in areas with access to transit, services and amenities to reduce displacement risk for this population and facilitate mobility. The City will continue to work with disability service providers to identify and address gaps in housing that meets the special needs of persons with disabilities.	12/31/2031	6th Cycle	Continuous	The City held an outreach meeting with local disability service providers in September 2024 to discuss challenges and opportunities to providing housing for people with disabilities. Quantified objectives aim to provide 30 units accessible to residents with disabilities during the planning period.	Units	30	None
Program 3.07	To comply with State law and to affirmatively promote more inclusive communities, the City will review and revise the City's requirements for residential care facilities with less than seven and seven or more persons and permit them as a residential use subject only to those uses. These types of facilities are still subject to State licensing requirements if it is a facility that requires a state license.	12/31/2024	6th Cycle	Completed	The City updated its zoning ordinance (BMC Title 17) to comply with this program in March 2024. Quantified objectives aim to provide 10 residential care beds in areas of concentrated affluence.	Other	10	None
Program 3.08	To comply with State law, amend the Zoning Ordinance to clearly define single-room occupancy units as a use under the definition for Group Residential housing.	12/31/2024	6th Cycle	Completed	The City updated its zoning ordinance (BMC Title 17) to comply with this program in March 2024. Quantified objectives aim to provide 20 units of SRO, 10 of	Units	20	None

					which are within areas of concentrated affluence.			
Program 4.01	<p>Establish a rehabilitation grant or reimbursement program to assist homeowners, particularly for mobile home park residents and lower-income households, with rehabilitation needs to provide weatherization, accessibility retrofits, or other rehabilitation services. The City will announce the availability of such funds through noticing on the City's website, local government access channel, through several display ads, advertisements at the Benicia Library, and at the Planning Counter. Also, the City will create and provide flyers to the Community Action Council, Benicia Housing Authority, and other affordable housing affiliates.</p>	12/31/2031	6th Cycle	Continuous	<p>To implement this program, the City reviewed Notices of Funding Availability (NOFAs), program guidelines, and examples of established rehabilitation programs to identify feasible funding sources for a local rehabilitation grant or reimbursement initiative. As a part of this effort, five funding sources were identified to implement a rehabilitation grant or reimbursement program (HOME investment partnerships, CalHome, Pro-housing Incentive Program, CDBG program, and Manufactured Housing Opportunity and Revitalization (MORE)). Once established, the City will announce the availability of housing assistance funds through multiple outreach methods, including the City's website, the local government access channel, display advertisements, and postings at the Benicia Library and Planning Counter. Quantified objectives aim to assist 40 units citywide with rehabilitation</p>	Units	40	None

					opportunities to reduce displacement and foster place-based revitalization during the planning period. In addition, the Solano County REAP Collaborative prepared a memo for all the jurisdictions discussing options for exploring funding sources for a countywide housing rehabilitation program. The County and the cities will continue to discuss and track funding sources that could become viable options in the future including BAHFA funds.			
Program 4.02	Implement procedures applicable to inclusionary for sale units, such as the resale control mechanism, equity recapture, qualifications for subsequent buyers, and other relevant issues that are not listed in the inclusionary housing ordinance, to ensure ongoing affordability.	12/31/2031	6th Cycle	Continuous	The affordable housing agreements were updated in 2024. Quantified objectives were not established for this program.	Other		None

<p>Program 4.03</p>	<p>Monitor the list of all dwellings in Benicia that are subsidized by government funding or low-income housing developed through local regulations or incentives. Identify units which are at risk to convert to market-rate dwellings. The City will work to reduce the potential conversion of any units to market rate to reduce the potential for displacement and placement of additional constraints on the existing affordable housing stock through monitoring the status of affordable projects, rental projects, and manufactured homes in Benicia. Should the property owners indicate the desire to convert properties, the City will consider providing technical and financial assistance, when possible, to incentivize long-term affordability. If conversion of units is likely, the City will work with local service providers as appropriate to seek funding to subsidize the at-risk units in a way that mirrors the HUD Housing Choice Voucher (Section 8) program.</p> <p>Owners of deed restricted affordable projects are required to provide notice of restrictions that are expiring to all prospective tenants, existing tenants, and the City within 3 years, 12 months, and 6 months before the scheduled expiration of rental restrictions. In addition, the City or owner will provide notice to HUD, HCD, and the local legal aid organization. When necessary, the City shall continue to work with property</p>	<p>12/31/2031</p>	<p>6th Cycle</p>	<p>Continuous</p>	<p>Ongoing/annual. Ongoing monitoring completed and no affordable units were identified as at risk for conversion to market rate. Quantified objectives aim to continue monitoring the 24 assisted units and develop strategies to maintain or replace those units should they become at-risk for conversion to market rate.</p>	<p>Units</p>	<p>24</p>	<p>None</p>
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	<p>owners of deed-restricted affordable units who need to sell within 55 years of the unit's initial sale. The City shall continue tracking all residential projects that include affordable housing to ensure that the affordability is maintained for at least 55 years for owner-occupied units and 55 years for rental units, and that any sale or change of ownership of these affordable units prior to satisfying the 45- or 55-year restriction shall be "rolled over" for another 45 or 55 years to protect "at-risk" units.</p>							
Program 4.04	<p>Work with the owners of the mobile home parks to determine future plans and the feasibility of continuing mobile home park use. The City will work with the owners to ensure maintenance, upkeep, and compliance with State regulations.</p>	12/31/2031	6th Cycle	Continuous	<p>Ongoing/annual. Outreach completed in 2025. PlaceWorks will create a list of the existing mobile home parks that will include owner information and demographics of the park, including the number of units and occupancy information.</p>	Units	238	None

				<p>PlaceWorks will contact the owners to find out their future plans for the park and provide them with information on any State and federal grant programs available to assist with maintenance, as identified in Task 8.3. This memorandum describes the activities conducted as part of Task 8.3, Mobile Home Park Outreach, to implement the City of Benicia's (City) Housing Element Program 4.04, while also describing other information, such as funding and eligible activities for the different funding sources. The City conducted mobile home park (MHP) operator outreach with two of the three MHP operators in the city in June 2025. Neither operator required assistance with improvements at the time of outreach. Additionally, the Rancho Benicia and Holiday Lodge parks do not appear to be at risk of converting to non-MHP uses at this time. Recent improvements, ownership structure, and park capacity were all factored into this determination. One of the City's MHPs could be converted if the property were sold,</p>			
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					however, the property is not currently for sale nor are there plans to put the property on the market at this time. Quantified objectives aim to work with mobile home park owners to maintain 238 units of affordable housing to prevent displacement.			
Program 4.05	As new projects, code enforcement actions, and other opportunities arise, the City will continue to investigate ways to meet its housing needs through rehabilitation and preservation of existing units. This will include working with the Housing Authority and other local agencies to develop a program that invests in Benicia's existing multifamily housing stock and creates a path to the permanent affordability of these units.	12/31/2025	6th Cycle	Continuous	Implementation of this program is underway. The City's recent update to the Inclusionary Housing Ordinance includes an alternative means of compliance to rehabilitate and extend affordability for existing income-restricted units, as well as an option to rehabilitate and establish affordability restrictions on existing market rate units. The City coordinated with the Benicia Housing Authority (BHA) on review of the program language prior to adoption of the ordinance. The City reached out to BHA in April 2025 to check on the status of BHA and other local agency efforts to develop a program that invests in Benicia's existing multifamily housing stock and creates a path to the permanent affordability of these units. BHA	Units	20	None

					mentioned they work with various local community non-profit organizations (e.g. Families in Transition, St. Vincent De Paul, Benicia Action Council) to provide housing support services such as helping unhoused individuals locate affordable units and case-by-case financial assistance for rent payment arrears due to extenuating circumstances in order to foster self-sufficiency and help low-income individuals maintain permanent housing. Also, city staff reached out to BHA in September 2025 to provide general information and updates re: notification/status of Prohousing Designation application, Fire Museum/Senior Center/Scout Property RFPs re: potential upcoming housing development opportunities. Quantified objectives aim to support rehabilitation and/or preservation of at least 20 affordable units as needed.			
Program 4.06	To reduce displacement risk, the City will require replacement housing units subject to the requirements of California Government Code Section	12/31/2031	6th Cycle	Continuous	Ongoing. The replacement requirement has been implemented and is applied as applications of identified	Other		None

	65915(c)(3) on sites identified in the sites inventory when any new development occurs on a site that has been occupied by or restricted for the use of lower-income households at any time during the previous five years.				sites are received and processed. Quantified objectives were not assessed for this program.			
Program 4.07	Continue to enforce City Codes on property development and maintenance, including on foreclosed homes, to promote place-based revitalization. Conduct a windshield survey of substandard homes twice during the planning period, and use the Code Enforcement program as the primary tool for the City to identify and confirm dwelling units that are unsafe to occupy.	12/31/2031	6th Cycle	Continuous	This program is on track. The first round of windshield surveys is planned for 2027 as part of a broader effort to update the seismic safety inventory. A subsequent survey will be scheduled for completion by 2030. Quantified objectives aim to survey 10 substandard homes during each survey to facilitate place-based revitalization.	Units	10	None
Program 4.08	The City will amend the Zoning Ordinance to permit reconstruction of non-conforming multi-family residential structures if a hazardous event results in destruction of such units.	12/31/2025	6th Cycle	Completed	The City amended the zoning ordinance section regarding reconstruction of nonconforming multifamily structures in December 2025. Quantified objectives were not assessed for this program.	Other		None
Program 5.01	Develop a plan to “affirmatively further fair housing” (AFFH). The AFFH plan shall take actions to address significant disparities in housing access and needs for all persons under the California Fair Employment and Housing Act, Government Code Section 65008, and any other state and federal fair housing and planning law.	12/31/2031	6th Cycle	Continuous	The Solano County REAP Collaborative created a factsheet on Solano Mobility programs. The City posted this information on their website, social media, and public buildings. This program will be implemented on an ongoing basis through various specific actions of the Housing Element and	Other		https://www.ci.benicia.ca.us/vertical/Sites/%7BF991A639-AAED-4E1A-9735-86EA195E2C8D%7D/uploads/Solano_Mobility_Programs_Flyer_Benicia_March_2025.pdf

					related outreach. Quantified objectives for this program are identified in Programs 1.01, 1.03, 1.05, 1.06, 1.11, 2.01, 3.06, 3.07, 3.08, 4.01, 4.07, 5.02, 5.03.			
Program 5.02	The City will implement multilingual communication and outreach strategies for City-funded affordable housing developments through surveying residents by December 2023 to determine whether there is a need for translation services at public meetings and in public materials. The City will then reassess translation needs every two years, updating public materials accordingly. The City will also provide translation services for languages identified through the survey at all public meetings by July 2024 and ensure all public materials are translated and made available.	12/31/2031	6th Cycle	Continuous	An assessment of translation needs was completed in 2024. A Spanish-language translation services survey/informational flyer is being prepared for distribution in the Benicia Unified School District. Quantified objectives aim to provide translation services for languages identified in the survey at future public meetings.	Other		None
Program 5.03	The City will consider adoption of residential standards in the City's Building Code to encourage universal design features in new homes, and expand consumer awareness by providing information on universal design features at the City's Permit Center and develop resource information for the City's website.	12/31/2031	6th Cycle	Continuous	Ongoing. Due to recent State housing law legislation, adoption of residential standards in the City's Building Code to implement this program are not permitted through December 2026. Quantified objectives aim to encourage construction of 5 universal design housing units accessible to occupants with disabilities.	Units	5	None

Program 5.04	<p>The City will facilitate environmental health-oriented place-based revitalization of neighborhoods, particularly for housing in closer proximity to the Valero Refinery and other industrial uses on the eastern side of the city through the following strategies: Continue to enhance parks, open space, and tree plantings in these areas to improve environmental health. Facilitate safe pedestrian and bicycle access to parks or open space to reduce environmental health disparities across the city. Work with Port lessees and Caltrans to reduce regional air quality impacts. Increase active transportation facilities in eastern Benicia to reduce dependence on automobiles and enhance safe connections to existing pedestrian and bicycle routes. Review and update the City's planning standards to address proximity disclosures for residences within ¼ mile of industrial districts. Additionally, The City will post additional information about flood related resources on the flood maps page on the City's website.</p>	12/31/2031	6th Cycle	Continuous	<p>Ongoing. Updated FEMA and floodplain information has been posted on the City's website. The City is currently working to identify active transportation projects in the city's Eastern Gateway. Enhancement of parks and open space is an ongoing task. Quantified objectives were not established for this program.</p>	Other		None
Program 6.01	<p>The City will continue to implement the latest version of the California Green Building Standards Code (last adopted by reference in 2019 by City Council Ordinance 19-14). The City will evaluate opportunities for integrating additional green building standards into the Zoning Ordinance and Landscape Code.</p>	12/31/2031	6th Cycle	Continuous	<p>This effort is ongoing throughout the planning period through permit review procedures. Quantified objectives were not established for this program.</p>	Other		None

Program 6.02	Continue to implement the Property Assessed Clean Energy (PACE) and Residential Solar Rebate Programs. Continue to maintain partnerships with MCE and local solar vendors in promoting the Residential Solar Rebate Program. These programs will help finance energy efficiency and renewable energy upgrades to buildings.	12/31/2031	6th Cycle	Continuous	This is an ongoing established program and partnership. Quantified objectives aim to connect 20 eligible residents with energy- and cost-saving programs through the planning period.	Other	20	None
Program 6.03	Promote water conservation by continuing to partner with the Solano County Water Agency (SCWA) to provide rebates for the Turf Replacement Program. Continue to promote SCWA's water-efficiency rebate programs.	12/31/2031	6th Cycle	Continuous	This is an ongoing established program and partnership. The City promotes rebates as funding is available. Quantified objectives aim to connect 10 eligible residents with water conservation programs to reduce overpayment on housing costs.	Other	10	None
Program 6.04	Continue to distribute information from PG&E, MCE, and others that detail energy conservation measures for existing buildings and new construction.	12/31/2031	6th Cycle	Continuous	Ongoing effort. Quantified objectives were not established for this program.	Other		None
Program 6.05	Continue to expand digital outreach and education through comprehensive web-based resources and regular electronic newsletters.	12/31/2031	6th Cycle	Continuous	Digital outreach is continually being expanded. Ongoing effort. Quantified objectives were not established for this program.	Other		None

Table E – (No Data)
Commercial Development Bonus Approved pursuant to GC Section 65915.7

Project Identifier				Units Constructed as Part of Agreement				Description of Commercial Development Bonus	Commercial Development Bonus Date Approved
1				2				3	4
APN	Street Address	Project Name ⁺	Local ID	VLI	LI	MI	AMI	Description of Commercial Development Bonus	Commercial Development Bonus Date Approved
Summary Row: Start Data Entry Below				0	0	0	0		

Table F – (No Data)

Units Rehabilitated, Preserved and Acquired for Alternative Adequate Sites pursuant to Government Code Section 65583.1(c)

Please note this table is optional: The jurisdiction can use this table to report units that have been substantially rehabilitated, converted from non-affordable to affordable by acquisition, and preserved, including mobile home park preservation, consistent with the standards set forth in Government Code section 65583.1, subdivision (c). Please note, motel, hotel, hostel rooms or other structures that are converted from non-residential to residential units pursuant to Government Code section 65583.1(c)(1)(D) are considered net-new housing units and must be reported in Table A2 and not reported in Table F.

Activity Type	Units that Do Not Count Towards RHNA ⁺ Listed for Informational Purposes Only				Units that Count Towards RHNA ⁺ Note - Because the statutory requirements severely limit what can be counted, please contact HCD at apr@hcd.ca.gov and we will unlock the form which enable you to populate these fields.				The description should adequately document how each unit complies with subsection (c) of Government Code Section 65583.1 ⁺ . For detailed reporting requirements, see the checklist here:
	Extremely Low-Income ⁺	Very Low-Income ⁺	Low-Income ⁺	TOTAL UNITS ⁺	Extremely Low-Income ⁺	Very Low-Income ⁺	Low-Income ⁺	TOTAL UNITS ⁺	https://www.hcd.ca.gov/community-development/docs/adequate-sites-checklist.pdf
Rehabilitation Activity				0				0	
Preservation of Units At-Risk				0				0	
Acquisition of Units				0				0	
Mobilehome Park Preservation				0				0	
Total Units by Income	0	0	0	0	0	0	0	0	

Table F2 – (No Data)
Above Moderate Income Units Converted to Moderate Income Pursuant to Government Code
Section 65400.2

For up to 25 percent of a jurisdiction’s moderate-income regional housing need allocation, the planning agency may include the number of units in an existing multifamily building that were converted to deed-restricted rental housing for moderate-income households by the imposition of affordability covenants and restrictions for the unit. Before adding information to this table, please ensure housing developments meet the requirements described in Government Code 65400.2(b).

Project Identifier					Unit Types		Affordability by Household Incomes After Conversion						Units credited toward Moderate Income RHNA		Notes	
Prior APN*	Current APN	Street Address	Project Name*	Local Jurisdiction Tracking ID	Unit Category (2 to 4,5+)	Tenure R=Renter	VLI-DR	VLI-NDR	LI-DR	LI-NDR	MI-DR	MI-NDR	AMI	Total	<u>Date Converted</u>	<u>Notes</u>
Summary Row: Start Data Entry Below							0	0	0	0	0	0	0	0		

Table G – (No Data)

Locally Owned Lands Included in the Housing Element Sites Inventory that have been sold, leased, or otherwise disposed of

Project Identifier						
1				2	3	4
AP N	Street Address	Project Name ⁺	Local Jurisdiction Tracking ID ⁺	Realistic Capacity Identified in the Housing Element	Entity to whom the site transferred	Intended Use for Site
Summary Row: Start Data Entry Below						

Table H – Locally Owned Surplus Sites

Parcel Identifier				Designation	Size	Notes
1	2	3	4	5	6	7
APN	Street Address/Intersection	Existing Use	Number of Units	Surplus Designation	Parcel Size (in acres)	Notes
Summary Row: Start Data Entry Below						
0089-053-110	900 East Second Street	Public Facilities		Surplus Land	0.43	Three adjacent parcels declared as surplus
0089-053-100	900 East Second Street	Public Facilities		Surplus Land	0.22	Three adjacent parcels declared as surplus
0089-053-090	900 East Second Street	Public Facilities		Surplus Land	0.22	Three adjacent parcels declared as surplus
0088-124-130	East 4th and East L Street	Vacant		Exempt Surplus Land	0.52	
0088-141-060	230 East L Street	Public Facilities		Exempt Surplus Land	0.45	Five adjacent parcels declared exempt surplus
0088-141-070	150 East L Street	Public Facilities		Exempt Surplus Land	0.22	Five adjacent parcels declared exempt surplus
0088-113-010	187 East L Street	Public Facilities		Exempt Surplus Land	0.37	Five adjacent parcels declared exempt surplus
0088-113-030	187 East L Street	Public Facilities		Exempt Surplus Land	0.11	Five adjacent parcels declared exempt surplus
0088-113-020	187 East L Street	Public Facilities		Exempt Surplus Land	0.17	Five adjacent parcels declared exempt surplus

Table J – Student Housing Development for Lower-Income Students (No Data)

Student housing development for lower income students for which was granted a density bonus pursuant to subparagraph (F) of paragraph (1) of subdivision (b) of Section 65915

Project Identifier				Date	Units (Beds/Student Capacity) Approved						Units Granted Density Bonus		Notes
APN	Street Address	Project Name ⁺	Unit Category (SH - Student Housing)	Date	VLI – DR	VLI-NDR	LI-DR	LI-NDR	MI-DR	MI-NDR	AMI	Total Additional Beds Created Due to Density Bonus	Notes
Summary Row: Start Data Entry Below					0					0	0	0	

Table K – Local Tenant Preference Policy (No Data)

<p>Local governments are required to inform HCD about any local tenant preference ordinance the local government maintains when the jurisdiction submits their annual progress report on housing approvals and production, per Government Code 7061 (SB 649, 2022, Cortese). Effective January 1, 2023, local governments adopting a tenant preference are required to create a webpage on their internet website containing authorizing local ordinance and supporting materials, no more than 90 days after the ordinance becomes operational.</p>		
<p>Does the Jurisdiction have a local tenant preference policy?</p>	<p>No</p>	
<p>If the jurisdiction has a local tenant preference policy, provide a link to the jurisdiction's webpage containing authorizing local ordinance and supporting materials.</p>		
<p>Notes</p>		

Local Early Action Planning (LEAP) Reporting

(CCR Title 25 §6202)

Please update the status of the proposed uses listed in the entity’s application for funding and the corresponding impact on housing within the region or jurisdiction, as applicable, categorized based on the eligible uses specified in Section 50515.02 or 50515.03, as applicable.

Total Award Amount	\$ 6,000.00	<i>Total award amount is auto-populated based on amounts entered in rows 15-26.</i>			
Task	\$ Amount Awarded	\$ Cumulative Reimbursement Requested	Task Status	Other Funding	Notes
Housing - State Review and Certification	\$6,000.00	\$6,000.00	Completed	Local General Fund	Housing Element reviewed and certified in April 2024

Summary of entitlements, building permits, and certificates of occupancy (Populated from Table A2)

Completed Entitlement Issued by Affordability Summary		
Income Level		Current Year
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	0
Above Moderate		0
Total Units		0

Certificate of Occupancy Issued by Affordability Summary		
Income Level		Current Year
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	0
Above Moderate		3
Total Units		3

Building Permits Issued by Affordability Summary		
Income Level		Current Year
Very Low	Deed Restricted	0
	Non-Deed Restricted	2
Low	Deed Restricted	0
	Non-Deed Restricted	2
Moderate	Deed Restricted	0
	Non-Deed Restricted	2
Above Moderate		1
Total Units		7

Summary Tables

Building Permits Issued by Affordability Summary		
Income Level		Current Year
Very Low	Deed Restricted	0
	Non-Deed Restricted	2
Low	Deed Restricted	0
	Non-Deed Restricted	2
Moderate	Deed Restricted	0
	Non-Deed Restricted	2
Above Moderate		1
Total Units		7

Note: Units serving extremely low-income households are included in the very low-income permitted units totals

Units by Structure Type	Entitled	Permitted	Completed
Single-family Attached	0	0	0
Single-family Detached	0	0	0
2 to 4 units per structure	0	0	0
5+ units per structure	0	0	0
Accessory Dwelling Unit	0	7	3
Mobile/Manufactured Home	0	0	0
Total	0	7	3

Infill Housing Developments and Infill Units Permitted	# of Projects	Units
Indicated as Infill	7	7
Not Indicated as Infill	0	0

Housing Applications Summary	
Total Housing Applications Submitted:	20
Number of Proposed Units in All Applications Received:	20
Total Housing Units Approved:	7
Total Housing Units Disapproved:	0

Use of SB 423 Streamlining Provisions - Applications	
Number of SB 423 Streamlining Applications	0

Number of SB 423 Streamlining Applications Approved	0
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Units Constructed - SB 423 Streamlining Permits			
Income	Rental	Ownership	Total
Very Low	0	0	0
Low	0	0	0
Moderate	0	0	0
Above Moderate	0	0	0
Total	0	0	0

Streamlining Provisions Used - Permitted Units	# of Projects	Units
SB 9 (2021) - Duplex in SF Zone	0	0
SB 9 (2021) - Residential Lot Split	0	0
AB 2011 (2022)	0	0
SB 6 (2022)	0	0
SB 423 (2023)	0	0

Ministerial and Discretionary Applications	# of Applications	Units
Ministerial	20	20
Discretionary	0	0

Density Bonus Applications and Units Permitted	
Number of Applications Submitted Requesting a Density Bonus	0
Number of Units in Applications Submitted Requesting a Density Bonus	0
Number of Projects Permitted with a Density Bonus	0
Number of Units in Projects Permitted with a Density Bonus	0

Housing Element Programs Implemented and Sites Rezoned	Count
Programs Implemented	51
Sites Rezoned to Accommodate the RHNA	0

Appendix B

Benicia General Plan Goals, Policies & Programs 2024-2025

LAND USE AND GROWTH MANAGEMENT

Goal 2.0 Comply with the Travis Air Force Base Airport Land Use Compatibility Plan

2.0.1 : Review all proposed land uses for consistency with the compatibility policies of the Travis Air Force Base Airport Land Use Compatibility Plan (ALUCP).

Goal 2.1 Preserve Benicia as a small-sized city

2.1.1: Ensure that new development is compatible with adjacent existing development and does not detract from Benicia's small town qualities and historic heritage, (and to the extent possible, contributes to the applicable quality of life factors noted above).

Program 2.1.A: Adopt development guidelines that retain the scale and character of the city, preserve public view corridors, and reflect the subdivision and development patterns within existing neighborhoods.

2.1.2: Make efficient use of land in new development areas consistent with the surrounding neighborhood.

2.1.3: Maintain a visual and physical separation from the cities of Fairfield and Vallejo.

2.1.4: Strive to preserve significant areas of vegetation and open space when approving development projects.

2.1.5: An Urban Growth Boundary is established as shown on the General Plan Land Use Diagram in order to separate the City's urban area from its surrounding greenbelt of open lands and to maintain lands near Lake Herman and north of Lake Herman Road in permanent agriculture/open space use. No urban development is allowed beyond the Urban Growth Boundary.

2.1.6: No urban development beyond the Urban Growth Boundary shall be served by City water and/or sewer services.

2.1.7: The City shall promote compact urban development within the UGB and shall encourage development of public, semipublic, active recreational, and all other uses deemed desirable for the community inside the UGB.

2.1.8: Prior to December 31, 2023, the Urban Growth Boundary designated on the Land Use Diagram, this policy, Policies 2.1.5, 2.1.6, and 2.1.7 and the definition of Urban Growth Boundary in the Glossary, may be amended only by a vote of the people or pursuant to the procedures set forth below:

Exception I - Takings. The City Council may amend the Urban Growth Boundary if it finds, by at least a four-fifths vote and based on substantial evidence in the record, that: (1) The application of the Urban Growth Boundary policies would constitute an unconstitutional taking of a landowner's property, and (2) The amendment and associated land use designation will allow additional land uses only as necessary to avoid said unconstitutional taking of the landowner's property.

Exception II - Housing Supply. The City may grant an exception from the requirements of the Initiative where it determines that doing so is necessary to comply with State law governing the provision of housing. The City may do so only if it first makes each of the following findings based on substantial evidence in the record: (1) A specific provision of State law requires the City to accommodate the proposed housing, and (2) No feasible alternative exists that would allow for the required units to be

built without siting some or all of them outside the Urban Growth Boundary.

Exception III - Reorganization. The General Plan may be reorganized, readopted in different text and/or format, and individual provisions may be renumbered or reordered, in the course of ongoing updates of the General Plan in accordance with the requirements of State law, but Land Use Element policies relating to the Urban Growth Boundary shall continue to be included in the General Plan until December 31, 2023, unless earlier repealed or amended pursuant to the procedures set forth above or by the voters of the City.

Goal 2.2 Maintain lands near Lake Herman and north of Lake Herman Road in permanent agriculture/open space use

2.2.1: Protect and maintain agricultural and rural land uses, hillsides, two-lane curving roads, watershed, riparian corridors and upland grasslands.

2.2.2: Avoid health risks associated with the inactive IT Panoche Hazardous Waste Facility and land use conflicts with the Syar Quarry.

Program 2.2.A: Initiate a variety of planning, regulatory, and financial measures to ensure permanent protection of agricultural and open space uses near Lake Herman and north of Lake Herman Road.

Program 2.2.B: Acquire property, development rights, or easements to preserve open space.

Program 2.2.C: Evaluate incorporating the Northern Area into the Tri-City and County Open Space Area.

Goal 2.3 Ensure orderly and sensitive site planning and design for large undeveloped areas of the City

2.3.1: Require a Master Plan for new industrial and business park developments on properties under

common or single ownership which aggregate to more than 40 acres.

Program 2.3.A: Ensure adequate funding is available for the long-term maintenance of undeveloped areas preserved when approving land divisions.

2.3.2: Support land divisions where existing buildings with historic or architectural significance are retained and/or improved rather than demolished.

Goal 2.4 Ensure that development pays its own way

2.4.1: Ensure any new development to be fiscally and financially sound and pay its own way with respect to City and School District capital improvements.

Program 2.4.A: Monitor development to ensure it does not overburden the City's infrastructure.

ECONOMIC DEVELOPMENT

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.

2.5.1: Diversify the mix of economic development programs in the city to include new programs that address Downtown revitalization, tourism, waterfront development, and clusters of related businesses.

Program 2.5.A: The City works with Solano Economic Development Corporation and Solano Workforce Development Board to provide information on labor force costs by occupation and industry sector, turnover rates, productivity, reliability, and other factors. Maintain and update the database annually.

Program 2.5.B: Target business attraction

efforts toward firms that pay high wages and with jobs that relate to the skills and education levels of Benicia residents.

Program 2.5.C: Evaluate future uses on a cost/revenue basis, taking into account economic diversity for the long term and environmental and community costs and benefits.

Program 2.5.D: Continue to offer incentives for locating in Benicia to businesses that maximize jobs or long-term net revenues to the City of Benicia, or both.

Program 2.5.E: Develop business incentives that can be used to attract new businesses (e.g., fee deferral program, use of public financing when appropriate) and performance criteria to ensure that benefits are generated in line with incentives provided.

Program 2.5.F: Continue to maintain and update an economic development strategy which focuses on both the acquisition of new businesses and retention of existing businesses.

Program 2.5.G: Continue to implement the programs and actions proposed in the City's latest Economic Development Strategy.

Program 2.5.H: Develop an "economic development web page" for Benicia with pertinent economic and demographic information, and profiles of key development sites and vacant buildings available for new businesses.

Program 2.5.I: Conduct a bi-annual review of fee burdens for key land uses in Benicia and competing jurisdictions in the region to ensure that Benicia's fees are sufficient and competitive and do not create a deterrent to beneficial development.

Program 2.5.J: Expand the City's economic development strategy to address the potential for eco-tourism (e.g., related to marshlands), recreation, artists, cultural, and historic elements. Conduct a study of the relative merits and strengths of each of these assets in Benicia.

Goal 2.6 Attract and retain a balance of different kinds of industrial uses

2.6.1: Preserve industrial land for industrial purposes and certain compatible "service commercial" and ancillary on-site retail uses.

2.6.2: Other land uses should not adversely affect existing industrial and commercial land uses.

Program 2.6.A: Where General Plan amendments propose to convert industrial land to non-industrial or non-commercial uses, require the preparation of a fiscal and economic impact analysis to ensure that the conversion does not adversely affect the city's long-term economic development, or the economic vitality of existing industrial/commercial uses.

Program 2.6.B: Develop criteria for evaluating whether a proposed non-industrial/non-commercial use would impact the viability of existing industrial/commercial uses. Use the criteria to evaluate non-industrial and non-commercial projects proposed in the Industrial Park.

2.6.3: Facilitate continued development of the Industrial Park. Especially encourage general industrial uses to locate in the basin northeast of Downtown (around Industrial Way between East Second and the freeway).

Program 2.6.C: For lands designated limited industrial, reduce the length of time and

number of steps required for development proposals to proceed, consistent with CEQA, community development policies and ordinances, and the design review process for general industrial lands.

2.6.4: Link any expansion of Industrial land use to the provision of infrastructure and public services that are to be developed and in place prior to the expansion.

Program 2.6.D: Continue to update the overall Capital Improvements Program and infrastructure financing plan for the Industrial Park and other major industrial areas.

Program 2.6.E: Develop Industrial Park infrastructure and public services standards, as approved by the City Council. (See also Program 2.28.A.)

2.6.5: Establish and maintain a land buffer between industrial/commercial uses and existing and future residential uses for reasons of health, safety, and quality of life.

Program 2.6.F: Use topography, landscaping, and distance as a buffer between Industrial Park uses and residential uses.

Goal 2.7 Attract and retain industrial facilities that provide fiscal and economic benefit to Benicia

2.7.1 Attempt to attract high-wage and high-revenue producing companies to Benicia, e.g., high tech jobs

Program 2.7.A: Conduct a study of the City's competitiveness for high-wage businesses. Based on the results, determine which types of high-wage businesses could realistically be attracted to Benicia and develop an appropriate business attraction strategy.

Goal 2.8 Maintain the viability of the Port to

benefit the City.

2.8.1: Avoid encroachment by future incompatible uses, and where possible, reduce encroachment from existing incompatible uses, in concert with Policy 2.11.1.

Program 2.8.A: Ensure that definitions of "water-related industrial" and "waterfront" land uses are consistent with "water dependent "uses as defined in the Seaport Plan.

Goal 2.9 Ensure adequate land for port activity.

Program 2.9.A: Work with the Port to evaluate the future level of port activity and need for land in order to sustain an economically viable Port operation.

2.9.1: Encourage and create opportunities and methods for cooperative planning of the Port, Arsenal, and Pine Lake.

Goal 2.10 Provide for carefully defined visual and physical public access where security and safety considerations permit.

Program 2.10.A: Explore the feasibility of public access to and providing recreation use in the Port in a manner which does not compromise the economic viability or safe operation of the Port.

Goal 2.11 Encourage retention and continued evolution of the lower Arsenal into historic/cultural/commercial/industrial center of mutually compatible uses.

2.11.1: Retain and expand the mix of compatible and balanced uses in the lower Arsenal area.

2.11.2: Continue to allow live/work uses in the lower Arsenal where it can be demonstrated that adequate buffers exist, including noise buffers, and that the presence of residents would not significantly constrain industrial operations,

including the flow of goods and materials.

2.11.3: Require protection of dramatic views of the strait and the incorporation of a gateway/water feature into any development plans for the Pine Lake area.

Program 2.11.A: Require protection of dramatic views of the strait and the incorporation of a gateway/water feature into any development plans for the Pine Lake area.

Goal 2.12 Strengthen the Downtown as the City's central commercial zone

- Mixed use one block east and west of First Street
- Social, recreational, economic anchor at end of First Street waterfront
- Permanent green south of B Street
- West side Marina

2.12.1: Emphasize retail sales and service businesses along First Street, preferring retail commercial on the street level and encouraging other commercial, office, and housing as important supporting uses on upper floors.

Program 2.12.A: Consider improvements to Solano Square to make it more pedestrian friendly.

Program 2.12.B: Work to attract economically viable businesses that will create night-life Downtown such as restaurants, cafes, movie theaters, and other entertainment uses.

Program 2.12.C: Continue business recruitment and marketing efforts for Downtown. Provide promotional information on Benicia's economic and demographic profile, available sites and building space, a directory of support services, and an expedited approvals program.

Program 2.12.D: Develop public/private

partnerships to implement financing mechanisms such as a Business Improvement District to fund capital improvements and repairs to Downtown.

Program 2.12.E: Retain a permanent Main Street Program.

Program 2.12.F: Promote additional civic and compatible public and private uses in the Civic Center area.

2.12.2: Permit a mix of residential and commercial uses including detached single-family homes and live/work quarters in the first row of blocks east and west of First Street. Allow small retail commercial businesses on parcels closest to First Street, and small, less intense uses (such as offices, personal services, and bed-and-breakfast establishments) anywhere within the block.

Program 2.12.G: Review and modify the zoning ordinance, as needed, to accommodate a mix of uses in the blocks immediately east and west of First Street.

2.12.3: Seek to make Downtown a thriving and vigorous community center offering a variety of activities and attractions for residents and visitors.

Program 2.12.H: Continue to promote special events in the Downtown such as a farmers' market, street fairs, art and music festivals. Encourage events that remain open in the early evening. (See policies in Noise section.)

Program 2.12.I: Work with existing restaurants and cafes to provide sidewalk food service where the service will not impede pedestrian flow and where adequate sidewalk space exists.

Program 2.12.J: Maintain public parks, streets, and sidewalks located Downtown in a clean and safe condition.

Program 2.12.K: As the budget allows, provide amenities such as additional benches along First Street and in adjacent public areas; drinking fountains, public art, shade trees and arbors.

2.12.4: Create a social, recreational, and economic anchor at the waterfront end of First Street.

Program 2.12.L: Use the Urban Waterfront Restoration Plan to guide the planning and development of public waterfront improvements; when siting private development; and when designing public access between commercial uses and the waterfront.

Program 2.12.M: Investigate the feasibility of a multi-use Community Center.

Program 2.12.N: By the end of the year 2000, decide on the feasibility of restoring three City-owned structures - the former Southern Pacific Railway Depot and Jurgensen's Saloon, and the Von Pfister Adobe.

Program 2.12.O: Establish a permanent public green on the waterfront south of B Street at Second Street.

Program 2.12.P: Investigate the possibility of developing a west-side marina.

Program 2.12.Q: Develop a tourist oriented

web page that includes photos and information about Benicia as a tourist destination, such as information on lodging, historic places, restaurants, artists galleries and studios, and recreational and natural resources.

Program 2.12.R: Continue to support promotional maps for visitors that identify locations of restaurants, services, specialty retail, recreational, and other facilities that cater to visitors and tourists.

Goal 2.13 Support the economic viability of existing commercial centers

2.13.1: Direct new commercial ventures first, towards Downtown, and second, to other existing economic centers (instead of dispersing resources to new areas).

Program 2.13.A: As part of the Business Attraction, Expansion, and Retention Program, maintain an available commercial space and site database with information on size, lease rates, tenant improvements, etc., and make it readily available to prospective businesses.

2.13.2: Preclude extension of the existing commercial development east along Military East and south along East Fifth Street.

CIRCULATION

Goal 2.14 Establish a mixed-use activity center with new multifamily housing and commercial uses in the Eastern Gateway Area..

2.14.1: Maintain and enhance a mix of housing, shops, and service businesses that support a diverse and thriving community.

Program 2.14.A: On Military East and East Fifth Street, encourage the development of new mixed-use projects with multifamily units above

neighborhood-serving ground floor commercial uses.

Program 2.14.B: Monitor land use in the Eastern Gateway Area as existing uses change and properties are developed. Amend the Zoning Ordinance as needed to ensure that the desired mix of commercial and residential uses is maintained.

2.14.2: Provide for a variety of housing types, affordable to a range of household incomes, including workforce housing, older-adult housing, artist housing and a mix of rental and owner-occupied units.

Program 2.14.C: Establish a citywide policy or program to ensure the availability of deed-restricted below-market-rate dwelling units to qualifying households.

Program 2.14.D: Encourage applicants to incorporate a variety of building heights, sizes, and architectural details into proposed projects to create visual interest and provide a diversity of building forms.

2.14.4: Increase outdoor amenities and open space in the Eastern Gateway Area.

Program 2.14.E: Identify opportunities to increase access to parks and recreational amenities within the immediate vicinity of the Eastern Gateway Area.

Program 2.14.F: Explore options to enhance public access to and enjoyment of the East N. Street Creek.

Program 2.14.G: Encourage applicants to incorporate enhanced landscaping, courtyards, outdoor seating, and green infrastructure features into proposed projects.

2.14.5: Allow increased intensity for development projects that incorporate community benefits beyond minimum requirements. Ensure community benefits are provided within or near to the Eastern Gateway Area.

Program 2.14.H: Periodically review the community benefit program in the Zoning Ordinance and assess if revisions are needed to improve program effectiveness.

Program 2.14.I: Consider if the Community Benefit Program should be expanded to other areas and types of projects in the city.

2.14.6 Invest in public infrastructure needed to accommodate the development envisioned for the Eastern Gateway Area.

Program 2.14.J: By 2025, adopt an Infrastructure Master Plan with specific infrastructure improvements and funding mechanisms identified to address public realm needs and serve the uses envisioned for the Eastern Gateway Area. Under this Plan, the City will assume a leadership role to provide an integrated and coordinated system of infrastructure improvements. The City will consider ways to optimize available funds, including public and matching fund sources, to provide the needed public infrastructure.

2.14.7 Safely accommodate all modes of travel, including private vehicles, bus transit, bicyclists, and pedestrians.

Program 2.14.K: By 2025, adopt an Infrastructure Master Plan with specific facilities, improvements, and funding mechanisms identified for high-quality bicycle and pedestrian infrastructure within the Eastern Gateway Area and connecting it to other areas, such as downtown and the civic center campus.

Program 2.14.L: Explore new funding sources to improve sidewalk conditions, enhance pedestrian safety, install street trees, provide public art, and make other public realm improvement in the study area.

Program 2.14.M: Participate in regional planning to finalize the preferred alignment of the Carquinez Strait Scenic Loop Trail in Benicia and through the Eastern Gateway Area.

Ensure that new development and infrastructure improvements in the Eastern Gateway Area are consistent with and do not interfere with this alignment. Construct improvements to connect trails and bikeways in the Eastern Gateway Area with regional trails and other destinations in Benicia.

Program 2.14.N: Consider traffic calming features, as warranted and feasible, to reduce vehicle speeds and enhance public safety.

Program 2.14.O: Encourage creative parking solutions that allow for desired forms of development, support transportation alternatives, and minimize adverse impacts on neighboring properties.

Program 2.14.P: Explore options for establishing a transportation demand management program to reduce vehicle trips and parking demand.

Program 2.14.Q: As part of the Infrastructure Master Plan, study possible new uses for excess right-of-way, including for bicycle and pedestrian facilities, landscaping and open space, and public parking.

Goal 2.15 Provide a comprehensive system of pedestrian and bicycle routes which link employment centers, residential areas, commercial areas, schools, parks, and open space.

2.15.1: Make pedestrian and bicycle circulation, and safety improvements a high priority for transportation funding, utilizing locally generated revenues and State and federal grants.

Program 2.15.A: Construct public improvements that accommodate and enhance pedestrian and bicycle access.

Program 2.15.B: Provide additional trails along the shoreline.

Program 2.15.C: Provide proper signing for improved trails, fire break trails, and interpretive trails.

Program 2.15.D: Improve safety and pedestrian movement by building curb extensions that narrow the overall width required by pedestrians to cross the street at major pedestrian waiting areas at street intersections, sidewalks, and landscaped areas.

Program 2.15.E: Identify areas where adequate lighting for pedestrians in urban areas is needed. Install additional lighting as appropriate.

Program 2.15.F: Widen the Rose Drive/State Park Road at I-780 overpass to accommodate pedestrians and bicycle traffic.

Program 2.15.G: Create a protected landscaped sidewalk for West 7th Street between I-780 and Military West.

2.15.2: Encourage the development of pedestrian paths in hill areas as a way to link neighborhoods to schools, parks, employment centers, and convenience commercial destinations.

Program 2.15.H: Continue to implement the pedestrian pathway system in the City's Parks, Trails and Open Space Master Plan

especially linkages between the City's residential neighborhood and commercial districts.

Program 2.15.I: Facilitate the connection of future Benicia-Martinez Bridge pedestrian/bike lanes to the city pedestrian/bike network. Connect paths from existing and proposed regional trail systems to the Boundary Hills and Benicia-Martinez Bridge.

Program 2.15.J: Improve pedestrian and bike access between Downtown and Southampton.

Goal 2.16 Ensure access needs of individuals with disabilities

2.16.1: Provide for adequate public access in all forms (walks, buildings, transportation) in conformance with the Americans for Disabilities Act (ADA).

Program 2.16.A: In places that accommodate the public, remove barriers to access or provide alternative services when barriers cannot be removed.

Program 2.16.B: Require that publicly sponsored programs, activities and transportation facilities are accessible to individuals with disabilities (including employees).

2.16.2: Encourage private entities to maintain places of business that are physically accessible to all.

Program 2.16.C: Assess the cost and feasibility of Policy 2.16.2, including any changes in opportunities or costs for businesses to occupy historic structures.

Goal 2.17 Provide an efficient, reliable, and convenient transit

system

2.17.1: Continue to provide transit service to all—and subsidized paratransit service to all qualified—potential users, including youth, the elderly and the disabled, modifying routes and schedules as demand changes.

Program 2.17.A: Preserve the personal service provided by Dial-a-Ride.

Program 2.17.B: Subsidize transit at a level justified by a cost/benefit study.

Program 2.17.C: Institute a continuing program to evaluate the transit system to ensure it meets the public's needs.

Program 2.17.D: Allow preferential parking for public transit vehicles.

Program 2.17.E: Set local priorities and needs for future service, taking into account funding uncertainties for Benicia's and other transit systems.

Program 2.17.F: Improve inter-modal coordination of transit services.

Program 2.17.G: Provide attractive and pedestrian-friendly transit stops and buses, including bike racks on buses.

Program 2.17.H: Provide transit shelters with good visibility and benches, thus enhancing the pedestrian-transit interface.

2.17.2: Consider nontraditional use of the existing transit system for tours, shuttles, and special events, (e.g., First Street shuttle, First Street to Community Park shuttle, First Street to Arsenal shuttle, State Park shuttle).

Program 2.17.I: Optimize the use of existing transit equipment.

Program 2.17.J: Consider a shuttle service between large commercial centers.

2.17.3: Coordinate transit service and trip reduction efforts with other agencies.

Program 2.17.K: Provide intercity bus service to Vallejo and Fairfield commensurate with available funding.

Program 2.17.L: Coordinate school district/city bus schedules for optimum efficiency.

Program 2.17.M: Coordinate transit planning with the Contra Costa Transportation Authority (CCTA) and Solano County, and coordinate future mass transit planning with all other regional efforts.

Program 2.17.N: Participate in Major Investment Studies (MIS) to assure that transit alternatives are fully considered.

Goal 2.18 Encourage convenient rail service to Benicia with a station near the Benicia Bridge

2.18.1: Work with BART, Caltrans, BCDC, the Solano Transportation Authority, and MTC in planning a rail station near the Benicia-Martinez Bridge.

Program 2.18.A: Consider mixed use, commercial and industrial uses that compliment the train station.

Program 2.18.B: Plan for convenient auto and transit access to and auto parking at the train station to encourage its use.

Goal 2.19 Promote a regional (San Francisco, Oakland, Alameda) and local (Martinez, Port Costa, Crockett) ferry service

2.19.1: Work with MTC to establish ferry service. Communicate regularly with them regarding plans

and funding for ferry service.

Program 2.19.A: Identify ferry service market potential and terminal location options.

Goal 2.20 Provide a balanced street system to serve automobiles, pedestrians, bicycles, and transit

2.20.1: Maintain at least Level of Service D on all city roads, street segments, and intersections.

Program 2.20.A: Identify areas where it would be beneficial to reduce and divert through vehicular traffic from local residential streets. Implement appropriate neighborhood traffic control programs in these areas.

Program 2.20.B: Locate new development where there is adequate existing or planned future road and highway capacity and where local residential streets will not be significantly impacted.

Program 2.20.C: Encourage use of alleys for commercial loading activities when it will not block driveways or mid-block access to the street.

2.20.2: Seek alternatives to road widenings

Program 2.20.D: Continue to identify and implement acceptable alternatives to in-town roadway widening, extensions, and large intersections.

Program 2.20.E: Identify streets where traffic should be slowed.

Program 2.20.F: Consider lane narrowing, driver education, traffic speed alert trailers, and other traffic calming remedies.

Program 2.20.G: Advertise the use of transit, bicycling, and walking for commuting, shopping, recreation, and school trips.

Program 2.20.H: Reserve right-of-way for new alternate transportation facilities that contribute to street and roadway congestion relief.

Program 2.20.I: Coordinate traffic signal improvements and synchronization and continue to implement timing changes.

Program 2.20.J: Develop adequate funding for keeping streets, alleys and sidewalks in good repair.

Program 2.20.K: Identify and prioritize transportation facilities maintenance projects for roadways, sidewalks, and off-street trails and paths.

Program 2.20.L: Identify areas of the city that are pedestrian-unfriendly and develop corrective plans.

2.20.3: Maintain Lake Herman Road as a rural, two-lane, curving scenic route.

Goal 2.21 Encourage Benicia resident and employees to use alternatives to the single-occupant automobile

2.21.1: Provide and promote a range of travel alternatives to the use of the private automobile.

Program 2.21.A: Advertise the benefits of Transportation Demand Management (TDM) measures and conduct public outreach programs to educate the public about options available within the city.

Program 2.21.B: Implement Transportation Control Measures (TCMs) appropriate to Benicia.

2.21.2: Encourage new development patterns that facilitate bicycling, walking, and transit for commute, shopping, recreation, and school trips.

Program 2.21.C: Consider denser, mixed-use developments, particularly in the Downtown area.

Program 2.21.D: Consider the feasibility of extending East Second Street from East “L” Street to East “K” Street.

Goal 2.22 Alleviate traffic congestion near school sites

2.22.1: Work closely with the School District in addressing traffic congestion near schools.

Program 2.22.A: Develop a plan jointly with the School District for reducing traffic congestion at and near school sites.

Program 2.22.B: Encourage the School District to continue the comprehensive crossing guard program.

Program 2.22.C: Adjust phasing/timing of signal lights on routes to schools, and consider providing increased crossing guards and/or police direction of traffic.

Program 2.22.D: Encourage the School District to implement citywide busing and promote carpools for trips to school.

Program 2.22.E: Promote School District provision of adequate off-street parking, drop-off and pickup facilities, and designated carpool parking at each school.

Program 2.22.F: Study the need for and feasibility of a pedestrian bridge linking the middle school and high school.

Goal 2.23 Ensure adequate parking while maintaining aesthetic landscape features.

2.23.1: Provide adequate on-street and off-street parking.

Program 2.23.A: Continue to allow on-street

parking where needed for abutting uses (e.g., Military East).

Program 2.23.B: Preserve and improve the East Second and “E” Street parking lot. Consider double-deck parking if need warrants.

Program 2.23.C: Allow flexible parking requirements for uses smaller than 2,000 square feet.

Program 2.23.D: Update parking requirements based on actual local parking generation studies wherever, appropriate, and consider parking proximity to transit corridors.

2.23.2: Reduce the visibility of parking lots.

Program 2.23.E: Allow future parking to be divided into smaller lots with generous internal and perimeter landscaping.

Program 2.23.F: Recommend parking to be located behind or alongside (but not in front of) buildings, where possible.

Goal 2.24 Continue to provide safe and direct access to the Industrial Park

2.24.1: Continue to ensure public access to private roads in the industrial and Port areas.

Program 2.24.A: Investigate establishment of Industrial Park bus service.

Program 2.24.B: Investigate alternate routes that would better accommodate access from the freeway to the Port and Industrial Park.

Program 2.24.C: Identify solutions to circulation problems associated with truck traffic by maintaining a database of truck-related citizen or business complaints in combination with truck counts and accident data.

Goal 2.25 Improve auto and non-auto access into the Old Arsenal.

2.25.1: Consider alternative modes of transportation to the auto in planning new access and in improving existing routes into the Arsenal.

Program 2.25.A: Improve access into the Arsenal from I-680.

Program 2.25.B: Depending on City's determination of need and impacts, decide whether to connect the Lower Arsenal with the Downtown, such as through East "H" Street, including bike, pedestrian, and emergency access.

Goal 2.26 Ensure that scenic and environmental amenities of I-680 and I-780 are not compromised.

2.26.1: Promote the use of freeway right-of-way for alternative commute methods (e.g., carpool lanes, transit, and off-road bike paths).

2.26.2: Encourage the preservation of I-780 as four lanes, but support spot widenings at selected locations (e.g., the approach to the Benicia-Martinez Bridge on/off merge lanes) to address future capacity problems while still maintaining a four-lane mainline freeway.

2.26.3: Support Caltrans' Benicia–Martinez Bridge project, advocating the following: (1) continued toll collection in the northbound direction with the toll plaza located at the southern end of the bridge; (2) elimination of existing lane merge problems at the I-680/I-780 interchange; (3) retaining direct access to existing interchanges at East 2nd and East 5th Streets, (4) accommodating

rail transit on the bridge in the future, and (5) only widen I-680 upon evaluation of alternatives.

2.26.4: Ensure that the Benicia–Martinez Bridge project adequately reflects the community’s concerns.

Program 2.26.A: Continue to monitor and comment on Caltrans planning activities and documentation as the bridge planning process continues.

Goal 2.27 Ensure an active community deliberation process in response to Caltrans proposals now and in the future.

2.27.1: Monitor Caltrans’ planning process for I-680 and I-780 improvements and communicate the City’s concerns and priorities to Caltrans.

2.27.2: Ensure the continuation of the following City policies in discussions with Caltrans about changes to I-680 and I-780:

- A) Preserve the Lake Herman interchange vista look-out and rest area.
- B) Relocate the Industrial interchange northbound off-ramp and southbound on-ramp from the south end of the Sulphur Creek overcrossing at Bayshore Road to the north end at Industrial Way.
- C) Use the existing toll building at the existing Benicia-Martinez Bridge for a passenger train station for the UP rail line. Provide adequate access to and automobile parking at the station. Provide for the station to accommodate a light rail passenger line on the new bridge.
- D) Preserve direct access to and from I-780 at East Second and East Fifth Streets.
- E) Preserve the existing westbound exit from I-780 at Columbus Parkway and ensure that existing commercial buildings are not removed.
- F) Keep I-780 four lanes. Support spot widenings at selected locations (e.g., the approach to the Benicia-Martinez Bridge on/off merge lanes) to address future capacity problems while still

- maintaining a four-lane mainline freeway.
- G) Only support the widening of I-680 to six lanes upon evaluation of alternatives.
 - H) Do not permit sound walls or retaining walls along I-780. Permit sound walls and retaining walls that the community believes would provide benefits that outweigh drawbacks.

2.27.3: Ensure that the Benicia residential and business community is informed about Caltrans' project planning activities, and solicit public input on Caltrans projects.

Program 2.27.A: Review existing plans and work with Caltrans to develop proposals that reflect the consensus.

COMMUNITY SERVICES

Goal 2.28 Improve and maintain public facilities and services.

2.28.1: Require that new development not reduce the levels of service in existing neighborhoods below City standards.

Program 2.28.A: Establish standards for city services and facilities, as approved by the City Council (see also Program 2.6.E).

Goal 2.29 Provide for churches to locate where conflicts with adjacent land uses will be minimized.

2.29.1: Inside the Urban Growth Boundary, allow churches outright in community commercial zones and as a conditional use in other zones. Make every effort to provide land for needed religious assembly when planning large new projects in these zones.

2.29.2: Encourage the location and design of church facilities to be compatible with neighboring properties.

2.29.3: In any future developments, consider earmarking land for quasi-public uses.

Goal 2.30 Maintain and improve existing parks and recreation

programs 2.30.1: Enhance existing city recreation facilities and programs.

Program 2.30.A: Develop programs that promote higher and better use of Benicia's recreation facilities and programs. [Recreation facilities include parks and buildings.]

Program 2.30.B: Conduct periodic surveys about ways to improve City recreation facilities and programs

Program 2.30.C: Direct the Parks, Recreation & Cemetery Commission to annually audit and recommend additions to and updates of the Parks Master Plan.

Program 2.30.D: Establish cooperative relationships with public agencies and applicable public interest groups in developing plans for parks and recreation programs.

Program 2.30.E: Distribute special park features (e.g., gazebos, bandstands, fountains, sculpture, overlooks, etc.) at key locations in neighborhood and community parks to enhance neighborhood character, provide a focus for a park, or create a place for viewing.

Program 2.30.F: Continue to share City park facilities with the School District and consolidate park and school lands wherever feasible.

Program 2.30.G: Develop a process to evaluate existing facilities and determine their utilization.

2.30.2: Increase resident awareness of the available recreational opportunities in the city.

Program 2.30.H: Develop public information materials (including a color map and table of citywide recreation facilities), and a comprehensive sign system about parks and recreational opportunities.

2.30.3: Incorporate water conservation into park planning and design.

Program 2.30.I: Use primarily native plant species and other drought tolerant plants in all parks and open space areas.

Program 2.30.J: Use drip irrigation and other water efficient irrigation methods in all parks.

2.30.4: Protect plant and animal life as part of any park improvement project involving sensitive habitat areas of local or regional significance.

2.30.5: Design park improvements to facilitate accessibility and maintenance.

Program 2.30.K: Regulate concessions stands in park and recreation areas consistent with the Parks, Trails, and Open Space Master Plan.

2.30.6: Continue to establish appropriate uses and programs for Lake Herman Regional Park that (a) preserve and maintain its natural condition and scenic value while providing for increased, passive, low impact recreational opportunities and (b) maintain and/or enhance Lake Herman's wetlands to attract a variety of wildlife to the area; (c) preserve rock outcroppings and creekside vegetation.

Goal 2.31 Maintain safety at parks/open space.

2.31.1: Improve and maintain safety in existing parks and design park improvements to facilitate security and policing.

Program 2.31.A: Continue coordination with the City police department to provide mobile patrol of parks and open space areas.

Program 2.31.B: Regularly monitor County, State, and federal funding sources and apply for loans and grants to acquire, develop, and rehabilitate park land and facilities.

Program 2.31.C: Identify and incorporate the needs of neighborhoods in developing new parks and facilities.

Program 2.31.D: Coordinate with the Benicia Unified School District regarding safety concerns at joint use facilities.

Goal 2.32 Expand the City's park system to accommodate future community needs.

2.32.1: Establish new parks/recreation areas.

Program 2.32.A: Ensure that lands dedicated for park land are of sufficient in size to accommodate the uses and facilities proposed, graded for those uses, and free of

hazardous and toxic waste materials for each park site.

Program 2.32.B: Regularly monitor County, State, and federal funding sources and apply for loans and grants to acquire, develop, and rehabilitate park land and facilities.

Program 2.32.C: Identify and incorporate the needs of neighborhoods in developing new parks and facilities.

2.32.2: Continue to develop and enhance recreational benefits of the shoreline and seek public access along the waterfront.

Program 2.32.D: Explore public access on private waterfront through collaborative planning or a development review process.

Goal 2.33 Assure long-term maintenance of the State Parks.

Program 2.33.A: Develop a Strategic Plan for addressing State park issues.

Program 2.33.B: Work with the State to maintain and improve both parks and identify needed improvements. [For example, utility lines that cross the State Recreation Area should be re-routed.]

Program 2.33.C: Work with the State to keep the State Recreation Area open to the public for day use.

Program 2.33.D: Work with the State to assure that the Capital maintains maximum opening hours for public enjoyment and use.

Goal 2.34 Ensure adequate school facilities to serve all residential areas.

2.34.1: Approve new residential projects only if adequate school facilities are available or will be available when needed.

Program 2.34.A: Continue to work with the School District to identify appropriate sites if needed for future expansion and new construction of public schools.

Goal 2.35 Cooperate with the School District to provide opportunities for citizen use of the schools

2.35.1: Continue to seek innovative ways for the City to use school facilities and grounds jointly with the School District.

Program 2.35.A: Continue to maintain and implement the joint-use agreement between the City and BUSD.

Program 2.35.B: Maintain zoning that, in the event any schools are closed or relocated, will support the reuse of closed school sites for public or quasi-public uses.

Goal 2.36 Ensure an adequate water supply for current and future residents and businesses.

2.36.1: Approve development plans only when a dependable and adequate water supply to serve the development is assured.

2.36.2: Continue to pursue and secure adequate water sources of the highest quality available.

Program 2.36.A: Pursue use of reclaimed wastewater— especially for major industrial users—where feasible.

2.36.3: Implement measures to reduce water consumption.

Program 2.36.B: Initiate water conservation programs and conduct drought contingency planning.

Program 2.36.C: Continue to implement City-adopted water conservation Best Management Practices (BMP). (see Glossary)

Program 2.36.D: Continue to require development to utilize adopted City standards for low-water-use landscaping.

2.36.4: Encourage public and private uses to minimize water use and to recycle processed water whenever and wherever feasible.

Program 2.36.E: Promote the retrofitting of public buildings with water conservation features.

Program 2.36.F: Assist hospitality-related businesses to actively promote water conservation.

Goal 2.37 Identify and preserve groundwater resources.

2.37.1: Work with the RWQCB to protect groundwater quality

2.37.2: Ensure the cleanup of groundwater contamination resulting from the IT Panoche Hazardous Waste Facility.

Goal 2.38 Protect water quality.

2.38.1: Continue to require the use of feasible and practical Best Management Practices (BMP) to protect receiving waters from adverse effects of construction and urban runoff.

Program 2.38.A: Continue the Storm Water Pollution Prevention Program (SWPPP) and the Industrial Pretreatment Program and continue to implement the Erosion Control Ordinance.

Goal 2.39 Provide safe drinking water and improve its taste and odor.

2.39.1: Ensure that water quality goals are consistently met.

Program 2.39.A: Continue to cooperate in regional efforts by organizations such as the CALFED

Program to improve the quality of the City's source water.

Program 2.39.B: Continue to optimize treatment operations in conjunction with the implementation of the City's five- and 10-year Capital Improvements Programs.

Program 2.39.C: Educate the public about City efforts to improve the taste and odor of its drinking water.

Goal 2.40 Ensure adequate wastewater treatment capacity to serve all development shown in the General Plan.

2.40.1: Approve changes in land use designations for new development only if adequate wastewater treatment capacity is assured.

2.40.2: Promote use of reclaimed wastewater where feasible.

Program 2.40.A: Prepare, adopt, and implement a sewer maintenance and replacement program.

Program 2.40.B: Continue to implement the City's Wet Weather Management Plan.

2.40.3: Encourage developments with projected high strength discharges to reduce pollutants directly to the City's wastewater system.

Program 2.40.C: Educate developers about recycling and other technological methods where feasible.

Program 2.40.D: Continue to pursue the City's Pollution Prevention Program for all users of the City's wastewater system including commercial, industrial, and residential.

Program 2.40.E: Continue to pursue the City's pretreatment program for industrial dischargers.

Goal 2.41 Minimize WWTP operational upsets, potential discharge of inadequately treated wastewater, and the emission of odor and noise.

2.41.1: Continue efforts to replace the gaseous chlorine system with a less hazardous chemical (such as a liquid chlorine system) that will address the potential safety impacts to the neighborhood surrounding the WWTP.

2.41.2: Continue to work with neighbors to implement programs that minimize odor, noise, and potential safety impacts to the neighborhood surrounding the WWTP.

Goal 2.42 Enhance the recycling of solid waste.

2.42.1: Strive to accomplish the mandated objectives of the California Integrated Waste Management Act.

Program 2.42.A: Adopt and implement a Source Reduction and Recycling Plan (SRRP) and Hazardous Household Waste Plan (HHWP) which include components for waste characterization, source reduction, recycling, composting, special waste diversion, education, public information, disposal facility capacity, funding, and the safe use, disposal, and recycling of household hazardous materials.

Program 2.42.B: Encourage local recycling facilities to be available to the public.

Program 2.42.C: Pursue establishment of curbside service that would pick up and compost yard waste and make it available to City residents for a reasonable cost.

Goal 2.43 Allow installation of telecommunications equipment and distribution networks that maintain and protect

health, safety, and quality of life and avoid visual clutter

2.43.1: Minimize the visual impacts of siting exposed commercial antenna structures in scenic corridors and residential and historic districts.

Program 2.43.A: Establish design requirements for commercial antennas and associated equipment and distribution networks.

COMMUNITY IDENTITY

Goal 3.1 Maintain and enhance Benicia's historic character.

3.1.1: Encourage reuse of historic buildings; if feasible, encourage relocation rather than demolition.

Program 3.1.A: Continue to maintain a current inventory of historic and architectural resources in the city.

3.1.2: Enhance the economic potential of historic and architectural assets.

3.1.3: Preserve historic trees and landscapes. (Refer to the Arsenal Historic Conservation Plan, November 1993, for guidance on historic trees and landscaping.)

Program 3.1.B: Become a Certified Local Government (CLG) by applying to the State Department of Historic Preservation.

Program 3.1.C: Define the boundaries necessary to preserve the historical significance of the Camel Barn complex.

Program 3.1.D: Continue to work and cooperate with the Benicia Historical Society on historic preservation issues.

3.1.4: Promote the preservation and

enhancement of historic neighborhoods, commercial areas, and governmental districts.

3.1.5: Permit new development, remodeling and building renovation in historic districts when consistent with the policies of the applicable Historic Conservation Plan.

3.1.6: Promote restoration of public and privately-owned historic and architecturally significant properties.

Program 3.1.E: Develop a program for inspections of historic structures.

Program 3.1.F: Seek public and private funding for historic preservation and maintenance.

Program 3.1.G: Develop a program for property tax incentives.

Program 3.1.H: Consider waiving or reducing building permit fees for qualified work necessary to rehabilitate or restore historic structures.

Program 3.1.I: Publicize opportunities and incentives for historic preservation to owners of historic buildings.

Program 3.1.J: Continue to assist owners of historic homes in lower-income areas with low interest loans through Community Development Block Grants (CDBG), when available.

Program 3.1.K: Establish a Historic Preservation Commission.

Program 3.1.L: Adopt and maintain a landmarks ordinance.

Program 3.1.M: Inform title companies that properties in Benicia may be affected by historic preservation regulations.

Goal 3.2 Protect archaeological (including underwater) sites and resources.

3.2.1: Ensure the protection and preservation of artifacts in known, and as yet unidentified, areas.

Program 3.2.A: Work with the California Archaeological Inventory to develop an inventory of existing and potential archaeological sites.

Program 3.2.B: Refer development proposals that may adversely affect archaeological sites to the California Archaeological Inventory.

Program 3.2.C: Develop City regulations regarding inspections, code enforcement, and regulation of pot hunters.

Program 3.2.D: Require that all sites with archaeological resources likely to be disturbed by a proposed project be analyzed by a qualified archaeologist and an appropriate program developed to mitigate any impacts from the project.

Goal 3.3 Increase public awareness of cultural resources and activities.

3.3.1: Preserve and enhance cultural organizations, resources and activities.

Program 3.3.A: Utilize the City's web page and other information sources to advertise cultural activities.

Program 3.3.B: Continue City funding of cultural activities and the Camel Barn Museum.

Program 3.3.C: Require periodic reports of the results of City funding.

Program 3.3.D: Investigate the creation of a City-appointed cultural commission.

Program 3.3.E: Develop promotional materials that increase community awareness of the Camel Barn museum.

Program 3.3.F: Expand the museum to include other historic buildings.

Goal 3.4 Support the library and the services it provides to the community

3.4.1: Maintain and expand library services.

Program 3.4.A: Keep the library up-to-date with electronic and other technological developments.

Program 3.4.B: Plan for expanding library services into existing unfinished lower level, with space allocated according to the needs of the community.

3.4.2: New development will be required to underwrite additional library materials.

Program 3.4.C: Maintain an adequate "book fee." (See Glossary for definition.)

Goal 3.5 Promote events with wide community attraction

3.5.1: Support community-wide and special events, such as arts in the park, a farmers' market, and open studios.

3.5.2: Plan special events while keeping in mind the need to minimize noise and traffic congestion.

Goal 3.6 Support and promote the arts as a major element in Benicia's community identity.

3.6.1: Attract and retain art-related businesses.

3.6.2: Continue to allow and encourage live/work spaces for artists.

Program 3.6.A: Evaluate where live/work spaces are allowed and what restrictions are

placed on them.

Program 3.6.B: Encourage expansion of art retailing on First Street.

3.6.3: Enhance public places with art.

Program 3.6.C: Work with developers and builders to incorporate public art into projects, where applicable.

Goal 3.7 Maintain and reinforce Benicia's small-town visual characteristics.

3.7.1: Ensure that new development is compatible with the surrounding architectural and neighborhood character.

3.7.2: Encourage "place-making"—the arrangement of built elements to create indoor or outdoor spaces that are recognizable and suitable for a specific function or functions.

Program 3.7.A: Develop design guidelines for public works and private development that encourage place-making.

Program 3.7.B: Prepare a citywide urban design plan that addresses landscaping, street trees, landmarks, gateway definitions, vista preservation/enhancement, and protection of shoreline and hillsides.

Program 3.7.C: Develop citywide requirements for screening service entrances and equipment.

Program 3.7.D: Develop a schedule and financing plan for undergrounding power and telephone lines.

3.7.3: Encourage consistent street tree planting, other types of landscaping, and neighborhood gardens.

Program 3.7.E: Advertise the existence of guidelines for tree preservation, planting, and removal guidelines.

3.7.4: Where feasible, install and maintain landscape (planter) strips that separate sidewalks from the streets.

Program 3.7.F: Establish an adequate minimum width for landscape strips so that plant materials (especially trees) do not damage the sidewalk, curb, or gutter.

Program 3.7.G: Modify the City's street improvement standards to accommodate landscape strips.

3.7.5: Preserve the grid pattern of Benicia streets.

Program 3.7.H: Require that land use and circulation plans for property along arterials minimize the need for sound walls.

Goal 3.8 Preserve First Street as the community focal point of Benicia.

3.8.1: Design new and renovated buildings along First Street to accommodate ground level retail commercial.

Program 3.8.A: Develop urban design improvements to unify Solano Square with City Park and the Civic Center.

3.8.2: In the transition areas east and west of First Street, encourage the adaptive re-use, rather than replacement, of existing residential structures.

Goal 3.9 Protect and enhance scenic roads and highways

3.9.1: Preserve vistas along I-780 and I-680.

Program 3.9.A: Inventory scenic resources along I-780 and I-680.

Program 3.9.B: Investigate and apply for State Scenic highway designation of Interstate Highways I-780 and I-680.

Program 3.9.C: Develop a sign enforcement program along the freeways.

3.9.2: Work with the State to complete and maintain landscaping of I680 and I-780.

Program 3.9.D: Preserve the trees on the northern edge of former Pine Lake.

3.9.3: Orient individual building/business signage toward city streets, not toward I-780.

3.9.4: Develop the City's five identified gateways to provide a sense of entry and exit.

Program 3.9.E: Prepare land use and design guidelines to direct the nature and character of development at the city's five gateways.

3.9.5: Establish definable neighborhoods in future development and revitalization projects.

Goal 3.10 Enhance the streetscape along Military East and West

Program 3.10.A: Develop a concept and streetscape plan for Military.

Goal 3.11 Enhance the East Side

3.11.1: Focus public investment toward undergrounding utilities, completing sidewalks, adding walking paths, park amenities, landscaping, and street trees on the East Side.

Goal 3.12 Improve the appearance of the Industrial Park

3.12.1: Encourage additional attractive, quality development in industrial areas.

Program 3.12.A: Continue to implement and revise as necessary the Industrial Design Guidelines.

Program 3.12.B: Adopt an ordinance establishing minimum standards for outdoor storage and yard maintenance within public view.

Goal 3.13 Improve urban design qualities of the waterfront and public access to the shoreline

3.13.1: Enhance waterfront vistas.

Program 3.13.A: Incorporate public visual areas in new development.

3.13.2: Improve pedestrian amenities along waterfront streets and walkways.

3.13.3: Take advantage of water orientation for recreation and industrial uses.

Program 3.13.B: Develop a plan for public and pedestrian access to and along the waterfront and shoreline.

Program 3.13.C: Complete the pathway system from Point Benicia along the entire shoreline to the intersection of West Second and G Street.

Program 3.13.D: Use privately dedicated walkways to link to the waterfront.

Goal 3.14 Provide a buffer between Benicia and adjacent communities

3.14.1: Continue to implement the provisions of the Tri-City and County Cooperative Plan for Agriculture and Open Space Preservation and the 1979 Benicia/Vallejo Memorandum of Understanding to Preserve the Buffer (often referred to as the Benicia-Vallejo Open Space Buffer).

Goal 3.15 Provide buffers throughout the community

3.15.1: Preserve and protect, through a variety of methods, a pattern of open space buffers and greenbelts throughout the Planning Area.

Program 3.15.A: Identify and evaluate open spaces (by function, location, size, connectivity, and views of open space).

Program 3.15.B: Adopt an open space preservation program aimed at acquiring or assisting in acquiring rights to open space within the Planning Area.

Program 3.15.C: Utilize existing land trusts.

3.15.2: Preserve public views of public open space and maintain existing vistas (including the Northern Area vistas) wherever possible.

Program 3.15.D: Where applicable, require that new developments include view corridors that allow viewing open space from public roadways and public use areas.

3.15.3: Avoid creating difficult-to-use residual open space in new development areas

Program 3.15.E: Evaluate each proposed open space area to ensure it is large enough to meet its intended purpose.

3.15.4: Use open space as a buffer against natural or man-made hazards.

Program 3.15.F: Require open space buffers around known hazardous areas, such as the Exxon Refinery and the IT site.

3.15.5: Encourage the landscaping of existing open spaces, and landscape new open spaces with native plants.

3.15.6: Restore and maintain natural landscapes in a natural manner.

Program 3.15.G: Develop a landscape master plan for open space areas.

Goal 3.16 Preserve key landforms which separate Benicia physically and visually from adjacent communities

3.16.1: Maintain visual and physical separation from Vallejo and Fairfield.

Program 3.16.A: Use the westernmost parcels designated as open space to provide a buffer with Vallejo.

3.16.2: Work with Vallejo to minimize visible development along the Boundary Hills.

3.16.3: Allow no additional access roads between Columbus Parkway and Lake Herman Road.

Goal 3.17 Link regional and local open spaces

3.17.1: Attempt to link existing regional and local open spaces using trails and open space corridors.

Program 3.17.A: Acquire open space corridors that link existing regional and local open spaces, where feasible.

Program 3.17.B: Construct trails in open space corridors linking regional and local open spaces.

Goal 3.18 Protect agricultural use

3.18.1: Preserve rangeland north of Lake Herman Road.

Program 3.18.A: Investigate land trusts and other mechanisms to ensure continuity of agricultural uses in the northern portion of the Planning Area.

Goal 3.19 Preserve and enhance habitat for special-status plants and animals

3.19.1: Protect essential habitat of special-status plant and animal species.

Program 3.19.A: Require biological assessments in sensitive habitat areas as part of environmental review of proposed development.

Program 3.19.B: Require retention of essential habitat for special status species. If infeasible, require adequate mitigation for loss of special status species and/or habitat in compliance with State and federal regulations.

Goal 3.20 Protect and enhance native vegetation and habitats

3.20.1: Protect native grasslands, oak woodlands, and riparian habitat.

3.20.2: Restore native vegetation, such as birch grasses and oaks, wherever possible for open spaces of existing developed areas.

Program 3.20.A: Encourage community groups to carry out native plant restoration efforts.

Program 3.20.B: Limit the loss of native vegetation or require mitigation, or both.

Program 3.20.C: Require native and compatible non-native plant species, especially drought-resistant species, to the extent possible in landscaping new development and public areas.

3.20.3: Encourage preservation of existing trees. Especially preserve and protect mature, healthy trees whenever practicable, particularly where such trees are of significant size or are of significant aesthetic value to the immediate vicinity or to the community as a whole.

Program 3.20.D: Strive to incorporate existing mature, healthy trees into proposed

developments.

3.20.4: Require protection of movement corridors.

Program: 3.20.E: Require preservation of open space corridors between Lake Herman, Sulphur Springs Mountain, the Northern Area, the northeast hills, the Benicia State Recreation Area, and the marshlands east of I-680.

Goal 3.21 Permanently protect and enhance wetlands so that there is not net loss of wetlands

3.21.1: Encourage avoidance and enhancement of sensitive wetlands as part of future development.

Program 3.21.A: Continue to require wetland delineation and mitigation as part of environmental review of proposed development.

3.21.2: Require replacement for wetlands eliminated as a result of development at a higher wetlands value and acreage than the area eliminated.

Program 3.21.B: Continue to coordinate with the California Department of Fish and Game, United States Fish and Wildlife Service, and the United States Army Corps of Engineers in reviewing proposed wetland modifications.

3.21.3: Encourage development of a Suisun Marsh interpretive center near the I-680/Lake Herman Road interchange.

Program 3.21.C: Work with responsible agencies to develop the Suisun Marsh interpretive center near Lake Herman Road and I-680.

3.21.4: Restore and increase marshland areas.

Program 3.21.D: Prepare a Local Protection Program (LPP) for the portion of the Suisun Marsh Secondary Management Area within the Benicia General Plan Planning Area.

Program 3.21.E: Identify small wetlands and require their protection, restoration, and enhancement as part of open space dedication in proposed development and in citywide open space improvements.

Goal 3.22 Preserve water bodies

3.22.1: Avoid development that will degrade existing lakes and streams.

Goal 3.23 Preserve Lake Herman as a municipal water resource

3.23.1: Ensure the biological, chemical, and physical integrity of Lake Herman.

Program 3.23.A: Continue to monitor water quality in Lake Herman and at upstream sources of potential pollution.

3.23.2: Prohibit uses that would adversely affect water quality (such as motorized boats or swimming).

Goal 3.24 Protect watersheds

3.24.1: Identify the Benicia watersheds to preserve.

Goal 3.25 Conserve and develop the mineral resources of regional significance within the Planning Area

3.25.1: Maintain in open space the mineral resource area of regional significance designated on Sulphur Springs Mountain until a mineral resource extraction and reclamation plan that addresses all potentially significant impacts of extraction has been approved by the responsible agencies.

Goal 3.26 Minimize environmental impacts of mineral production

3.26.1: Minimize exposure of the quarry face from residential areas.

3.26.2: Allow extraction of mineral resources within the Planning Area but beyond the currently permitted quarry area on Sulphur Springs Mountain, only upon approval by the appropriate agencies.

3.26.3: Maintain a variable ridgeline and natural landform representative of the scenic character of the Planning Area.

Program 3.26.A: Work with adjacent jurisdictions to establish mineral resource management measures.

3.26.4: Prohibit extraction of mineral resources outside the State designated mineral resource area, and permit extraction of mineral resources inside the State-designated mineral resource area only if applicable policies, mitigation measures, performance standards, rules, and regulations are met.

3.26.5: Require mitigations, setbacks, buffers, and screening.

3.26.6: Require that residential buildings to be constructed within 2,000 feet of the ultimate mineral extraction boundary be analyzed by a qualified engineer to ensure economically feasible measures that minimize the amplification of ground vibration.

Goal 3.27 Improve energy efficiency

3.27.1: Promote energy conservation in all new development and during rehabilitation of existing homes.

Program 3.27.A: Distribute information on weatherization and energy conservation.

Program 3.27.B: Implement State energy conservation requirements in new housing.

COMMUNITY HEALTH AND SAFETY

Goal 4.1 Make community health and safety a high priority for Benicia.

4.1.1: Strive to protect and enhance the safety and health of Benicians when making planning and policy decisions.

4.1.2: Promote a wide range of health-related services.

Program 4.1.A: Develop a citizen input planning process with the Human Services Fund Board to address locally identified community health and health-related concerns.

4.1.3: All City departments should attempt to address the underlying causes of health, social, and safety issues.

Program 4.1.B: Promote measurable health goals and work with health-related agencies to monitor their implementation.

4.1.4: Compile available information pertinent to the health and safety of Benicians.

Program 4.1.C: Require the Human Services Fund Board to report annually to the City Council and public on the health, well-being, and safety of the community, along with recommendations for improvements.

4.1.5: Clarify City role in providing health services.

Program 4.1.D: Inventory health needs, identify holes in the network, and focus on those issues not being addressed.

Program 4.1.E: Delegate a formal group (e.g., Human Services Fund Board) to be responsible for community health promotion,

and require the group to coordinate with a broad range of community representatives.

Program 4.1.F: Expand the role of the City staff person liaison to the Human Services Fund Board, as needed to support additional tasks assigned to the Board.

Goal 4.2 Improve access to medical, mental health, and social services, for all including the elderly and low-income

4.2.1: Fully utilize and coordinate available resources and efforts through the City's Human Services Fund Board and other governmental and non-governmental agencies.

Program 4.2.A: Work with existing health care providers, neighboring cities, and the county, State and federal governments.

Program 4.2.B: Provide and maintain affordable transportation services to and from health facilities (in and out of town), especially for the elderly and disabled.

Goal 4.3 Attract additional health services to Benicia

4.3.1: Promote preventive health care in line with the Child and Adult Preventive Care Guidelines published by the US Public Health Service (1994).

Program 4.3.A: Support the development of a "Center for Human Services".

4.3.2: Evaluate the need for and feasibility of new medical facilities in Benicia including a branch of the County Health and Social Services Department.

Program 4.3.B: Promote prenatal care, health care for children, teen activities, education and counseling, and intergenerational activities.

Program 4.3.C: Investigate the feasibility of

utilizing existing City buildings to deliver health-related services, and expand the scope of the buildings' uses in conjunction with established neighborhood groups.

4.3.3: Promote establishment of demonstration gardens at schools, churches, fire stations, and other sites.

Program 4.3.D: Consider utilizing vacant City property for gardening of fruits and vegetables.

Goal 4.4 Reduce the incidence of substance abuse and strive for a drug-free community

4.4.1: Support the development of the education of all age groups in the prevention of substance abuse.

Program 4.4.A: Include law enforcement, the School District, and proprietors of nicotine, alcohol, and prescription drugs in planning and operating substance abuse prevention programs.

Program 4.4.B: Identify at-risk populations and work to develop programs and services to address their needs.

4.4.2: Promote safe driving by youth.

Goal 4.5 Prevent and reduce crime in the community.

4.5.1: Encourage building designs that help to reduce crime.

Program 4.5.A: Review the design of new and rehabilitated buildings for ways to increase resident safety.

4.5.2: Develop a corrective action plan to deal with high crime areas.

Program 4.5.B: Strengthen and expand neighborhood watch programs. Include businesses.

Program 4.5.C: Promote the education of citizens on how not to be a victim.

4.5.3: Maintain an adequate officer-to population ratio in all areas, as approved by the city council.

4.5.4: Establish after-school programs and other constructive activities for youth.

Program 4.5.D: Work with the School District on appropriate after-school youth activities.

Goal 4.6 Minimize threats to public health, safety, and welfare resulting from natural and human-caused hazards.

4.6.1: Incorporate by reference the current Solano County Multi-Jurisdictional Hazard Mitigation Plan and subsequent local or multi-jurisdiction updates into the Community Health and Safety Element.

Program 4.6.A: Work with Solano County to provide alerts about emergency situations through early warning and notification systems in multiple languages and formats. Connect residents with the communications of county and state public health agencies to ensure that the community receives alerts during emergency situations.

Program 4.6.B: Assess the need for local emergency communications to be provided in multiple languages and formats, including formats for people with access and functional needs, and incorporate into City operations as appropriate.

Program 4.6.C: Provide the public with information and training on what to do until help arrives in emergency situations.

4.6.2: When feasible, coordinate with public health agencies and community-based organizations to facilitate assistance to low-income residents and residents who may lack access to

health insurance by providing healthcare resources.

4.6.3: Maintain inter-jurisdictional cooperation and coordination, including mutual-aid agreements, with fire protection agencies.

4.6.4: Locate critical facilities outside of mapped hazard zones, including floodplains, areas at risk of sea level rise, dam hazard inundation zones, high landslide hazard areas, alquist-priolo fault zones, liquefaction hazard zones, tsunami inundation areas, and the wildland-urban interface. If critical facilities must be in these zones, design and site them to minimize the potential for damage as a result of natural hazards, and ensure their ability to remain operational during and after hazard events.

4.6.5: Install emergency power supplies at city-owned and -operated critical facilities. Emergency power supplies can include power generators and battery storage and should prioritize renewable energy systems where feasible.

4.6.6: Ensure that communication systems used by emergency responders and key city staff have sufficient redundancy and resiliency to meet city needs during and after a hazard event.

4.6.7: Work with local and regional transportation agencies to help protect primary evacuation routes from being blocked or damaged by a hazard event.

4.6.8: Use the reported data and findings of applicable local, regional, or state documents or plans pertaining to climate-related hazards that could impact Benicia to inform decision making and foster increased community resilience to climate-related hazards.

4.6.9: Require the disclosure of any known or potential fire and/or inundation or flooding hazards at the time of sale for properties in the wildland-urban interface or projected sea level rise areas in the city, as illustrated in figure 13, wildland-urban interface, and figures 3 through 6, which show sea level rise projections for 2050 and 2100. Provide reference information on the city website for potential purchasers to consider when reviewing disclosures.

Goal 4.7 Update and maintain the city's emergency response plan.

4.7.1: Provide an early community alert and notification system and safe evacuation plan for emergency incidents.

4.7.2: Develop at least two exit routes, where feasible, for new developments. one of the exits could be a pedestrian route.

4.7.3: Provide the public with information on specified emergency evacuation routes.

Program 4.7.A: Prepare and maintain a list of accessible physical locations, print media, and online sites for posting information. This list may include, but is not limited to, the library, senior center, City website, City newsletter, and any resilience hubs.

Goal 4.8 Increase community-wide resilience to natural disasters and other hazardous conditions.

4.8.1: Encourage and support residents, landlords, and business owners to increase the resilience of their buildings and properties and reduce health risks through retrofits, weatherization, and other improvements. retrofits may include, but are not limited to, efforts that address extreme heat, poor air quality, flood protection, water and energy efficiency, geologic and seismic safety, and fire safety.

Program 4.8.A: Offer educational materials, rebates, and/or incentives for property owners looking to retrofit their buildings and properties to improve efficiency, resiliency, or safety.

Program 4.8.B: Evaluate current City policy and procedures to determine whether any impediments exist to retrofitting or adapting buildings and properties. If such impediments are identified, the City shall work to make appropriate amendments to further climate adaptation goals and better prepare for future hazards.

4.8.2: Evaluate vulnerabilities to climate change and natural hazards in the downtown historic district and prioritize adaptation strategies that increase resilience to known hazards, including seismic hazards, flooding, extreme heat, and sea level rise.

4.8.3: Establish one or more equitably located community resilience hub(s) in Benicia. ensure that resilience hub(s) are not in areas at risk from hazard impacts, to the extent possible. they should offer refuge from extreme heat and extreme weather events as well as poor air quality and disasters. they should be equipped with

renewable energy generation and backup power supplies. such facilities should be in easily accessible locations and available to all community members. resilience hubs should provide shelter, water, and electricity during hazard events or disasters.

4.8.4: Encourage new and existing development to incorporate sustainable and energy-efficient features into their facilities, landscapes, and structures.

4.8.5: Expand participation in programs and services that provide funding resources for economically disadvantaged households and businesses to conduct energy-efficiency, weatherization, and code compliance retrofits.

4.8.6: Work to underground power lines throughout the community, as feasible, especially in high-risk areas, and coordinate with the pacific gas and electric company (PG&E) to fund and implement efforts in mapped wildfire risk areas.

4.8.7: Conduct a public education campaign to increase awareness of hazards in the community, such as geologic and seismic risks, flooding and sea level rise, wildfire, drought, and extreme heat. educational campaigns could offer residents information on ways to protect their property and preserve personal health and safety from various hazards.

4.8.8: Continue to coordinate with neighboring jurisdictions and county agencies to support regional resilience.

Goal 4.9 Minimize and accommodate runoff from existing and future development.

4.9.1: Increase the use of stormwater management, including use and restoration of natural systems and green infrastructure throughout the city, and create a Flood Mitigation Plan.

4.9.2: Encourage use of green infrastructure and permeable paving materials to reduce flood risk on public and private property.

Program 4.9.A: Where appropriate, promote the use of stormwater retention basins rather than standard engineering modifications to natural channels.

Program 4.9.B: Encourage use of meandering drainage channels in all new developments and wherever channels are replaced.

4.9.3: Regulate runoff from new development so that post-development site peak-flow rates are no greater than pre-development levels.

4.9.4: Upgrade existing drainage facilities as necessary to correct localized drainage problems.

4.9.5: Ensure that new development pays its fair share cost of drainage system improvements.

Program 4.9.C: Prepare a new citywide Storm Drain Master Plan.

Program 4.9.D: Adopt a combination of drainage improvement fees and other mechanisms to fund drainage improvements.

Program 4.9.E: Accelerate implementation of the existing Storm Drain Master Plan.

Program 4.9.F: Evaluate the feasibility of adding stormwater detention basins at City parks and open space.

Goal 4.10 Avoid the risk of loss of life and injury and minimize the risk of damage to property resulting from flooding.

4.10.1: Pursue funding to improve and retrofit the Benicia marina to withstand king tide events, shoreline flooding, and sea level rise. work with marina owners and lessees to improve marina facilities to withstand king tide events, shoreline flooding, and sea level rise.

4.10.2: Pursue funding to retrofit city infrastructure in 100-year floodplains as needed and ensure they conform to existing 100-year floodplain elevation standards.

Program 4.10.A: Seek opportunities to conduct flood fighting training for appropriate City staff in coordination with the Benicia Community Emergency Response Team.

4.10.3: Assist community residents who face barriers to addressing

flood risks, including low-resources residents and residents with access and functional needs, to install flood-control measures on their properties where feasible, prioritizing those in residential areas of lower Downtown Benicia.

4.10.4: Continue to implement the floodplain management policy currently followed by the City.

Program 4.10.B: Require all potential developers in the Sulphur Springs Creek floodplain to provide flood hazard mitigation measures that ensure the subject properties are not at risk of flooding during the FEMA-designated 100-year base flood.

Goal 4.11 Safeguard Benicia from the impacts of sea level rise and anticipated inundation events with an emphasis on protecting the downtown area and industrial park.

4.11.1: Coordinate with the San Francisco Bay Conservation and Development Commission and other relevant state or federal agencies to monitor and respond to changes in sea level.

4.11.2: Coordinate with external agencies and pursue funding to inform the public about risks pertaining to sea level rise and flooding through interactive maps, community outreach efforts, and other efforts.

4.11.3: Prepare a sea level rise and flooding adaptation plan for the downtown area and industrial park. the plan should offer strategies for effective sea level rise adaptation and flood protection, identify potential funding opportunities, assess the threshold of sea level rise that the community should plan for, identify and prioritize short-term infrastructure improvements to address flooding, and offer recommendations for capital projects and development standards.

4.11.4: Partner with the adapting to rising tides program, property owners, and community-based organizations to conduct a managed retreat feasibility study that identifies specific assets at risk and evaluates the cost of facilitating managed retreat or alternative approaches to preparing for sea level rise. the study should be used as a guide to assist the City in prioritizing riparian and marshland restoration projects and other natural infrastructure projects to protect against both inland and shoreline flooding.

Goal 4.12 Prevent ground and surface water contamination.

4.12.1: Implement non-point source pollution strategies.

Program 4.12.A: Provide information to the public on provisions of the City's Stormwater Pollution Prevention Plan program and preparation of SWPPPs for all construction projects of five acres or more. Implement best management practices for stormwater runoff and erosion controls for all development.

Program 4.12.B: Conduct an outreach program to industry and residents on how to reduce stormwater-related pollution.

Goal 4.13 Avoid the loss of life and injury and minimize property damage from seismic and geologic hazards.

4.13.1: Encourage the installation of seismic shut-off valves on gas fixtures on city-owned critical facilities and gas lines on city property.

4.13.2: Explore transitioning city facilities from natural gas to electric, as feasible, where the transition to natural gas would not compromise delivery of services.

4.13.3: Identify city infrastructure with seismic vulnerabilities and pursue funding to conduct appropriate seismic retrofits.

Program 4.13.A: Develop and adopt a standard for new development that, if met, would reduce landslide risks to negligible levels. Following adoption, require new development in high landslide risk areas, as mapped in Figure 11 [of Safety Element adopted 1/24/23], to submit studies and plans demonstrating that the development will meet this standard.

Program 4.13.B: Encourage retrofitting of existing City-owned buildings, including unreinforced masonry buildings identified by the Building Safety Division, to improve resiliency to geologic and seismic hazards.

4.13.4: Develop a program to implement state laws aimed at identification, inventory, and retrofit of existing vulnerable unreinforced masonry structures.

- 4.13.5: Require geotechnical engineering reports to address site stability and building foundation integrity for projects involving substantial grading.

Program 4.13.C: Develop guidelines for site-specific geologic and geotechnical reports.

Program 4.13.D: Require peer review of geotechnical engineering reports if it is determined that City staff does not have the technical expertise to review such reports.

- 4.13.6: Prepare a planning-level geologic hazards map of the city as needed.

Program 4.13.E: Update the geologic hazards map as new information becomes available.

Program 4.13.F: Develop a planning area database of geologic information for use when making planning decisions and as a resource for the community.

- 4.13.7: Continue and expand the program for unreinforced masonry buildings.

- 4.13.8: Consider financial assistance for retrofitting of unreinforced masonry buildings.

- 4.13.9: Promote public awareness of earthquake-related hazards and safety that includes training of the populace to provide stop-gap emergency services following earthquakes.

Program 4.13.G: Consider implementing a citizen earthquake response system based on the San Francisco model. The San Francisco model involves hands-on training and practice by all citizens on how to respond during an earthquake. Funding may come from private contributions.

Goal 4.14 Reduce the risk and threat from urban and wildland fire hazards.

- 4.14.1: Require new developments consisting of 10 dwelling units or more in the wildland-urban interface to provide fire protection plans that include a risk analysis, evacuation plan, defensive

space requirements, fire safety requirements for infrastructure, building ignition resistance, fire-protection maintenance, and assess fire response capabilities.

4.14.2: Provide or connect elderly residents and persons with access and functional needs assistance, with resources for maintaining defensible space around their homes.

4.14.3: Continue to conduct vegetation management and fire risk reduction in the open space areas of the community.

4.14.4: Develop a Wildland-Urban Interface ordinance requiring defensible space measures in the wildland-urban interface, as illustrated in Figure 13, Wildland-Urban Interface.

4.14.5: Work with local agencies and community-based organizations to provide resources to help residents respond to poor air quality events (e.g., transportation to resilience centers and N95 masks).

4.14.6: Promote the creation and maintenance of natural and artificially constructed fuel breaks between development and open space areas through the use of fire-resistant landscaping, weed abatement, discing, and other methods.

Program 4.14.A: Continue and expand routine fire inspections for businesses for compliance with the International Fire Code and the California Fire Code.

Program 4.14.B: Continue the yearly weed abatement program.

4.14.7: Promote the use of fire-resistant landscaping in public and private developments.

Goal 4.15 Ensure that the community is safe from risks to public health that could result from exposure to hazardous materials.

4.15.1: Actively recruit industries and businesses that sustain environmental quality and have sound, responsible environmental practices and policies, such as “best available control technology,” source reduction, reduced use of hazardous materials in production, and reduced waste.

4.15.2: Establish a “Community Right-to-Know” program to promote general public understanding of Benicia’s toxics problems as they affect current and future generations. The Federal Environmental Protection Agency, under the Emergency Planning Community Right to Know Act and the Superfund Amendments Re-Authorization Act Title 3, 1986, mandated the right of the public to information which would affect emergency response and preparedness for “credible worst case scenarios” from potential industrial hazards.

Program 4.15.A: Using documents that are already publicly available, make available in the Benicia Public Library a list of all known contaminated sites in Benicia, their chemical contents and conditions, and how contamination occurred.

Program 4.15.B: Provide readers with easy directions on how to access information about contaminated sites in Benicia.

Program 4.15.C: Consider establishing an ad hoc environmental task force to collect and disseminate information on environmentally sensitive sites in Benicia. The task force would help gather information on community toxic problems to inform and safeguard public health and safety.

Program 4.15.D: Identify, inventory, and update sources of hazards in Benicia.

Program 4.15.E: Assess and evaluate Benicia’s preparedness to respond to hazard emergencies. This program should be a part of the “Community Right-to-Know” program and conform with the Emergency Planning Community Right to Know Act.

4.15.3: Protect existing and future development from contaminated sites, hazardous landfill waste and debris, chemical spills, and other hazards including unexploded ordnance and explosive waste. information on unexploded ordnance on arsenal properties can be found in the army archives search report for the Benicia Arsenal and other federal documents.

Program 4.15.F: Work with state and federal agencies to require that unauthorized hazardous substances be removed from neighborhoods or that other appropriate measures are taken to ensure that such substances do not present health risks to the neighborhood.

- 4.15.4: Promote enforcement of regulatory requirements over the entire term of monitoring of identified hazardous sites within the city limits, especially sites in residential neighborhoods and near school playing fields and parks.
- 4.15.5: Require that all sites known or suspected to have unexploded ordnance and/or a toxic history be tested and remediated before any development can occur.
- 4.15.6: Prohibit residential development on any land formerly operated as landfill or dump, including land formerly owned or used by the military for military wastes, until the waste and contamination is removed with proper agency oversight or remediated as required by the appropriate regulatory agencies.
- 4.15.7: Where environmental testing has been required by state regulatory agencies but is not yet completed, withhold city approvals for site grading and other construction activities until a site evaluation is available that provides a reasonable basis for determining that it is safe to commence such activities.
- 4.15.8: Establish buffer zones between sensitive land uses and land uses that involve the significant use, storage, or disposal of hazardous materials, hazardous waste, or toxic air contaminants.

Program 4.15.G: Maintain and designate land along East Second Street for nonresidential purposes.

Program 4.15.H: Follow siting criteria for treatment, storage, and disposal (TSD) facilities in the Solano County Hazardous Waste Management Plan (State Health and Safety Code § 25201.)

Program 4.15.I: Evaluate the potential for requiring risk assessment for any new TSD facility, and if indicated by the risk assessment, require a larger buffer zone that will be protective of human health.

Program 4.15.J: Review building applications for any proposed TSD facilities to ensure that the requirements of the Solano County Hazardous Waste Management Plan are met.

Program 4.15.K: Coordinate with Solano County

Environmental Management Department to ensure enforcement of community Right-to know laws. (Health and Safety Code, Chapter 6.95, § 25500 et seq.)

Program 4.15.L: Enforce the Hazardous Waste Property and Border Zone Property Law. (Health and Safety Code, §§ 25241 – 25520).

- 4.15.9: Monitor and participate in the remedial planning process for major hazardous waste sites within the city and monitor implementation of any selected remedial actions to ensure that human health and the environment are protected over the long term.

Program 4.15.M: Continue to work with the California Department of Toxic Substances Control to expedite the proper and thorough cleanup of waste in the Rose Drive area.

Goal 4.16: Reduce health and safety hazards associated with hazardous materials users, hazardous waste generators, hazardous waste disposal sites, and toxic air contaminants. discourage development of new hazardous waste storage facilities in areas at risk of flooding or sea level rise, including emergent flooding, when feasible.

- 4.16.1: Continue to coordinate with local industries to reduce the risk of hazardous materials releases during anticipated hazard events to ensure continued operations and to prevent the release of hazardous materials.
- 4.16.2: Coordinate with the department of toxic substances control on new development projects and significant grading proposals on documented contaminated sites to avoid the risk of hazardous materials releases within the city.
- 4.16.13: Support the Solano County Hazardous Waste Management Plan and its goals, policies, and implementation guidelines for hazardous waste reduction, hazardous waste facility siting, hazardous waste handling and disposal, public education and involvement, and program coordination with regulatory requirements.

Program 4.16.A: As part of the permitting process, ensure that the County reviews the design and operating plans for handling and disposal of hazardous wastes for existing and proposed new businesses.

Program 4.16.B: Contact the Solano County Environmental Management Department annually to confirm that hazardous waste generators in Benicia have been granted permits for handling hazardous substances in compliance with federal and State laws, that they dispose of their wastes in accordance with applicable laws, and that they have filed Hazardous Materials Management Plans and Risk Management and Prevention Plans.

Program 4.16.C: Continue reviewing monitoring records for new and existing hazardous waste storage areas for compliance with federal and State law.

- 4.16.14: Control and collect water runoff that comes from hazardous substance handling or that enters hazardous substance handling areas.

Program 4.16.D: Investigate the potential for the collection and testing of industrial area surface runoff prior to discharge to prevent discharge of hazardous substances into the environment.

Goal 4.17: Work to secure and maintain a sustainable and resilient water supply for Benicia.

- 4.17.1: Work with regional water providers to implement water conservation measures and ensure sustainable water supplies in the face of future drought conditions.
- 4.17.2: Explore opportunities to purchase additional water rights to help ensure sustainable water supplies in the face of future drought conditions.
- 4.17.3: Promote water conservation measures in all public and private development.

Program 4.17.A: Replace irrigated landscaping with drought-resistant vegetation to the extent feasible, and consider use of graywater or rainwater harvesting for irrigation in City-owned facilities.

Program 4.17.B: Amend the zoning ordinance, engineering design standards, and historic conservation plans to encourage the use of drought-tolerant green infrastructure and drought-resistant landscaping throughout the city as part

of water conservation efforts and cooling strategies in public and private spaces.

Program 4.17.C: Provide information about native and drought-resistant species to community members and applicants who seek to install new or replacement landscaping.

- 4.17.4: Renovate existing city-owned assets and design future facilities to incorporate renewable energy generation systems, battery storage systems, and energy-efficient design and features, as feasible.

Goal 4.18: Protect community members and critical infrastructure from high temperatures.

- 4.18.1: Establish a temperature threshold triggering citywide notification and coordination for opening designated cooling centers to the public.

- 4.18.2: Coordinate with the Solano Transportation Authority to increase shading and heat-mitigating materials on pedestrian walkways and at transit stops.

Program 4.18.A: Evaluate, and as needed revise, City requirements for landscaping and tree planting to provide increased shade for sidewalks, parking lots, plazas, and other open space.

Goal 4.19: Reduce damage from severe weather events.

- 4.19.1: Increase the resiliency of city-owned structures to severe weather events, including strong winds and lightning.

- 4.19.2: Replace dying or dead evergreen vegetation with wind-resistant vegetation on city-owned property and implement an annual tree trimming program.

Goal 4.20: Reduce significant hazards associated with pipelines and high voltage transmission lines.

- 4.20.1: Establish whether a significant air pollution problem exists in Benicia and the city's role in resolving it.

Program 4.20.A: Continue to implement existing adopted

policies governing development near pipelines.

Goal 4.21: Ensure clean air for Benicia residents.

4.21.1: Establish whether a significant air pollution problem exists in Benicia and the city's role in resolving it.

4.21.2: Support implementation of the Bay Area Clean Air Plan. The Bay Area Clean Air Plan provides a strategy for attaining all the air quality standards in the nine-county Bay Area Air Quality Management District. Benicia would demonstrate consistency with the Bay Area Clean Air Plan by implementing transportation control measures, including expanding employer assistance programs, improving bicycle access and facilities, improving arterial traffic management, establishing transit use incentives, and adopting a local clean air plan, policies, and programs.

Program 4.21.A: Coordinate air quality planning efforts with other local, regional, and State agencies.

Program 4.21.B: Require that projects with identified significant air quality impacts include all feasible mitigation measures needed to reduce impacts to less than significant levels.

4.21.3: Encourage designs and land use strategies that reduce automobile use and promote mixed use, jobs/housing balance, telecommuting, bicycle, and pedestrian facilities, and transit.

Goal 4.22 Update and maintain the City's Emergency Response Plan

4.22.1: Provide an early community alert and notification system and safe evacuation plan for emergency incidents.

Program 4.22.A: Provide the public with information and training on what to do until help arrives in emergency situations.

Program 4.22.B: Develop a siren system to alert and notify the community in an emergency.

Program 4.22.C: Request voluntary donations from identified sources of hazards to implement the Emergency Response

Plan.

Program 4.22.D: Consider a City radio station to inform residents in the event of an emergency.

4.22.2: Develop at least two exit routes, where feasible, for new developments. One of the exits could be a pedestrian route.

4.22.3: Provide the public with information on specified emergency evacuation routes.

Program 4.22.E: Provide an evacuation route from the Arsenal in addition to Military East.

Goal 4.23: Reduce or eliminate the effects of excessive noise.

4.23.1: Evaluate the compatibility of proposed projects with respect to existing and future transportation noise levels by utilizing tables 3 and 4.

Program 4.23.A: Investigate and implement techniques to reduce traffic noise.

4.23.2: Use noise dampening building standards, site design, landscaping, and setbacks instead of sound walls, wherever possible.

4.23.3: Use available techniques such as building insulation, berms, building design and orientation, buffer yards, and staggered operating hours to minimize noise at the source.

4.23.4: Control development of noise-sensitive land uses in areas exposed to existing or projected noise which exceed the levels specified in tables 3 and 4 unless the project includes specific, effective mitigation measures to reduce interior and exterior noise levels to those specified in tables 3 and 4.

Program 4.23.B: Investigate conditioning construction of live/work units with a requirement to record a “notice of special restrictions” which would acknowledge the noisy nature of existing adjacent industrial uses.

4.23.5: Accommodate roadway improvement projects for build-out of the general plan by recognizing that existing noise-sensitive uses may be exposed to increased noise levels from roadway

repairs, increased traffic, and increased travel speeds. when it is not practical to reduce traffic noise levels to those in Table 4, the following criteria will be used as a test of significance for the environmental review of roadway improvement projects:

(A) Where existing noise levels are less than 60 db Ldn at the outdoor activity area of a noise-sensitive use, a 5 db Ldn increase in noise levels due to a roadway improvement project will be considered significant;

(B) Where existing noise levels range between 60 and 65 db Ldn at the outdoor activity area of a noise-sensitive use, a 3 db Ldn increase in noise levels due to a roadway improvement project will be considered significant; and

(C) Where existing noise levels are greater than 65 db Ldn at the outdoor activity area of a noise-sensitive use, a 1.5 db Ldn increase in noise levels due to a roadway improvement project will be considered significant.

Program 4.23.C: If needed, revise the City's noise ordinance, and consider incorporating the noise level performance standards in Table 4.

4.23.6: Attempt to reduce noise in areas already highly impacted by excessive noise.

Program 4.23.D: Identify sources of noise in the community (such as flight patterns, construction noise, traffic, railroads, industrial, and amplified sound). Develop measures to reduce excessive noise to acceptable levels.



AGENDA ITEM
CITY COUNCIL MEETING DATE – MARCH 17, 2026
BUSINESS ITEM

TO : City Manager

FROM : Finance Director

SUBJECT : **FY 2025/26 MIDYEAR BUDGET REPORT**

EXECUTIVE SUMMARY:

The City's midyear (Q2) budget report for the current fiscal year (FY) is an essential part of ongoing fiscal oversight. The FY 2025/26 Midyear Budget Report primarily covers the General Fund. Based on actual revenue and expenditures from the first half of the fiscal year, the Finance Department has determined that year-end revenue may fall short of the levels projected during budget adoption. However, expenditures are expected to remain under budget, mainly due to personnel vacancy savings, and there is no anticipated need to use reserves to balance this year's budget.

RECOMMENDATION:

1. Move to adopt a resolution (Attachment 1) approving the budget amendments listed in Exhibit A.
2. Accept, by minute order, the FY 2025/26 Midyear Budget Report and the report on posted budget amendments based on delegated authority related to contractual obligations and Capital Improvement Projects (CIP) (Attachment 2).

BUDGET INFORMATION:

There are no direct costs associated with the preparation of this budget report. Staff time expenses are included in the adopted FY 2025/26 (FY26) budget. A list of proposed budget amendments is included in Exhibit A of Attachment 1. Carryover budget amendments for contractual obligations and capital projects are reported in Attachment 2, which identifies budget changes that have occurred with delegated authority in accordance with Resolution 25-81.

BACKGROUND:

The Midyear Budget Report is part of the City's annual budget cycle and provides a review of financial activity during the first six months of the current fiscal year, from July 1, 2025 through December 31, 2025. The budget cycle includes the planning, adoption, administration, and reporting processes that occur throughout the year. The City's biennial budget for Fiscal Years 2025/26 and 2026/27 was adopted on June 17, 2025. As the fiscal year progresses, staff review General Fund budget activity at quarterly intervals to monitor financial performance, identify potential issues early, and address them proactively to avoid unexpected outcomes. No budget amendments are being proposed in the General Fund, and staff have identified three funds requiring a budget

amendment to increase expense appropriations for unbudgeted costs included in Exhibit A of Attachment 1.

This report does not include expense reductions directly related to the planned idling, restructuring or cease of operations of the Valero Benicia Refinery. As outlined in the City Manager State of City address, planned use of the reserve for fiscal uncertainty is recommended in FY26 and FY27 while the impacts of the refinery changes and status of the revenue enhancement efforts materialize. Staff expect no use of the reserve for fiscal uncertainty in FY26 due to projected savings in personnel expenses to offset the imbalance between budgeted revenue and expenses.

General Fund revenue and expenditures recorded as of December 31, 2025 are reported as Q2 Actuals. Year-end forecast revenues and expenses are reported as Forecast and are developed using trends of revenue and expenditures, planned expenses in the remainder of the fiscal year, and economic forecasts from industry partners. Throughout this report the FY26 Revised Budget is referenced and reflects the revised budget as of December 31, 2025.

Budget adjustments have been completed administratively, per the Budget Control Policy, with net-zero impact to the total General Fund expenditure appropriations. These budget adjustments are made to align account level budgets with actuals and forecasts so that sufficient appropriation authority at the account level remains and expenditures can be recorded accurately and consistently. The active management and completion of budget adjustments support fiscal transparency and ensures the City’s budget accurately reflects the financial activity associated with the budget.

As of Q2 the City’s revenues and expenditures are within bounds of historical trends. However, a decline in sales tax revenue is not offset with revenue increases in other categories and results in a total revenue forecast lower than that assumed at budget adoption. However, expenditures are expected to remain under budget, mainly due to personnel vacancy savings, and there is no anticipated need to use reserves to balance this year’s budget. Total General Fund Revenue received at the end of second quarter was \$28.1 million and total General Fund expenditures were \$34.6 million as illustrated in Table 1. The total General Fund Revenue forecast is \$64.9 million, and the total General Fund expenditure forecast is \$64.6 million as illustrated in Table 2.

Table 1

	FY 2025/26 Revised Budget	FY 2025/26 Q2 Actuals	% of Budget
Total Revenue	65,860,886	28,137,770	43%
Total Expenditures	66,349,911	34,640,979	52%

Table 2

	FY 2025/26 Revised Budget	FY 2025/26 Forecast	% of Budget	\$ Variance to Budget
Total Revenue	65,860,886	64,883,750	99%	977,136
Total Expenditures	66,349,911	64,603,033	97%	1,746,878

At budget adoption, both the revenue and expenditure budgets were balanced as illustrated in Table 3. Since then, there have been two council-approved amendments and carryover budget amendments. These include Resolution 25-96 for the first amendment to the City’s Custodial Services Contract with United Global Logistic Holding Corporation which increased the expense appropriations, and Resolution 25-115 related to an increase in revenue budget for accepting the NorthNet Library System allocation for staff training and professional development and a corresponding increase in expense appropriations. The carryover budget amendments impacting the General Fund total \$320,245 and are reported in Attachment 2 along with carryover amendments for other funds. The revenue forecast is under budget by approximately \$1.0 million and the expense forecast is under budget by approximately \$1.7 million as illustrated in Table 2. The forecasted net result of General Fund Revenue and Expenditure is \$280,717.

Table 3

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

Revenues

Table 4 shows total General Fund revenue received as of Q2 is \$28.1 million, 43% of the revenue budget, and this percentage of revenue received is consistent with prior midyear experience. Due to timing differences among revenue streams, it is not uncommon for amounts received to be less than the proportional amount for the time of year, such as 50% at the end of the second quarter. Some revenue streams have a lag of when they are realized and deposited, such as sales tax and franchise fees, but the timing differences are resolved at the close of the fiscal year. Besides lagging receipts, sales tax revenue is not meeting budgeted amounts. While there were industry sector trends and U.S. tariffs or threats of tariffs that continued to affect inflation and overall sales tax reductions across multiple sectors this fiscal year, consumers continue to adjust their spending habits and seek value pricing and convenience at big box stores, online retailers, and casual dining rather than smaller retailers and restaurants (note that among the City’s largest sales tax contributor is online retail and the City continues to see positive returns from this sector). At this time, the forecasted FY26 revenue losses related to the planned idling, restructuring or cease of operations of the Valero refinery are projected to be approximately \$260,000 and is driven by projected decreases in sales tax tangentially related to the operations of the Valero refinery and Other revenue sources including Transient Occupancy Tax and Business License Tax.

Other industry trends include declining sales tax revenue from fuel stations due to declines in price and in demand, marking consecutive quarters with negative year-over-year change statewide; however, it is anticipated that declines in the state’s refining capacity and global conflicts will place upward pressure on prices in the future.

Property taxes are typically received twice during the year – at the end of December and at the end of April. The Q2 budget report reflects the actual property taxes realized in December 2025 and forecasted property taxes expected to be received in April. Use of Money and Property is exceeding the 50% midyear mark primarily due to increases in

site lease rental revenue, reflecting renewals with increased lease rates that have occurred since budget adoption. The Other Revenues category is lagging behind the 50% mark due to Industrial Safety Ordinance fees being adopted on December 2, 2025 at a lower amount than anticipated during budget adoption and related proration of billings. Franchise fees are received periodically, with the largest transaction for gas and electricity recorded in late spring which is reflected in the forecast in Table 5. Other Finance Sources were not budgeted this fiscal year, however, there were nominal increases in this revenue related to unanticipated sales of surplus city property, such as old equipment and other assets that no longer meet the City's needs, no longer have a useful life, or are more costly to maintain or acquire parts for versus replacement equipment.

Table 4

Revenue Category	FY 2024/25 Revised Budget	FY 2024/25 Q2 Actuals	% of Budget
Property Taxes	24,091,355	12,158,565	50%
Sales Tax	20,983,164	7,120,034	34%
Utility Users Tax	7,416,336	3,366,028	45%
Charges for Services	5,805,031	2,884,642	50%
Franchise Fee	2,810,000	434,342	15%
Other Taxes	1,370,000	589,295	43%
Licenses & Permits	1,213,900	527,292	43%
Use of Money & Prop	1,163,600	701,690	60%
Other Revenues	362,500	68,148	19%
Revenue from Other	505,000	214,912	43%
Fines & Forfeitures	139,500	69,402	50%
Donations	500	400	80%
Other Finance Source	0	3,020	N/A
Total Revenues	65,860,886	28,137,770	43%

The total General Fund revenue forecast for FY 2025/26 is \$64.9 million, which falls below the budgeted amount by nearly \$1 million as illustrated in Table 5 below. The forecast for sales taxes in the General Fund is included in Table 6. There are some sources such as licenses and permits that tend to fluctuate, and there were some changes to program oversight that require a full year's worth of data to better understand revenue trends. For example, the Engineering Development program transitioned from Public Works to Development Services this fiscal year to better align with permitting workflows.

The variance in UUT in Table 5 is in part due to a minor reporting error during budgeting development for Valero's UUT and is not reflective of any potential changes in Valero's status. In addition, UUT is forecasted based on a conservative scenario provided by consultants, and the primary driver to the decrease is due to households continuing to switch from Cable TV to streaming services, thereby reducing taxable income by utility providers. Streaming services are not currently subject to utility users tax, but court case outcomes now indicate that streaming services may be subject to UUT. Staff are

reviewing what that means to the City and assessing next steps, though it is unlikely there will be an impact in the current fiscal year.

Table 5

Revenue Category	FY 2025/26 Revised Budget	FY 2025/26 Q2 Forecast	% of Budget	\$ Variance Over/(Under)
Property Taxes	24,091,355	24,307,339	101%	215,984
Sales Tax	20,983,164	20,130,666	96%	(852,498)
Utility Users Tax	7,416,336	7,072,712	95%	(343,624)
Charges for Services	5,805,031	5,977,747	103%	172,716
Franchise Fee	2,810,000	2,800,000	100%	(10,000)
Other Taxes	1,370,000	1,409,500	103%	39,500
Licenses & Permits	1,213,900	1,104,154	91%	(109,746)
Use of Money & Prop	1,163,600	1,314,100	113%	150,500
Other Revenues	362,500	187,707	52%	(174,793)
Revenue from Other	505,000	508,405	101%	3,405
Fines & Forfeitures	139,500	67,500	48%	(72,000)
Donations	500	900	180%	400
Other Finance Source	0	3,020	0%	3,020
Total Revenue	65,860,886	64,883,750	99%	(977,136)

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Table 6

Sales Tax Type	Tax Rate	FY 2025/26 Revised Budget*	FY 2025/26 Q2 Actuals	FY 2025/26 Forecast	Variance
<u>General Fund</u>					
Local Enacted Sales Tax					
Measure C	1.0000%	7,516,923	2,434,872	7,098,063	418,860
Measure B	0.7500%	5,637,692	1,746,032	5,230,765	406,927
Measure L	0.1250%	800,000	185,758	720,000	80,000
Subtotal	1.8750%	13,954,615	4,366,662	13,048,828	905,787
Local-Received State Sales Tax					
Local General Fund					
(Bradley-Burns)	1.0000%	6,653,549	2,583,713	6,706,836	(53,287)
Public Safety Fund	0.5000%	375,000	169,659	375,000	0
Subtotal	1.5000%	7,028,549	2,753,372	7,081,836	(53,287)
General Fund:	3.3750%	20,983,164	7,120,034	20,130,664	852,500
<u>Measure F*</u>					
Local Enacted Sales Tax					
Measure F	0.5000%	3,758,462	1,143,420	3,471,812	286,650
Total Sales Tax Received					
	3.8750%	24,741,626	8,263,454	23,602,476	1,139,150
<u>State Sales Tax</u>					
State General Fund	3.9375%				
County Realignment for Mental Health/Welfare/ Public Safety Services Countywide	1.5625%				
Transportation Fund (Bradley Burns)	0.2500%				
Subtotal	5.7500%				
Total Sales Tax Rate Charged in Benicia	9.6250%				

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

Expense

The General Fund's expenses are grouped in categories of personnel and operating expenses. The personnel budget is approximately 64% of the revised expense budget as illustrated in Table 7. As of Q2 personnel expenses were \$23.3 million, 55% of the total personnel budget. Personnel expenses are more than 50% of budget due in part due to the General Fund's \$7.1 million share of the total \$8.4 million Unfunded Accrued Liability (UAL) prepayment to CalPERS made in July. This payment rolls up to the Benefits category within the Personnel budget. This payment is discounted if prepaid at the beginning of the year, versus being paid monthly throughout the year. The Vacancy Factor continues to be used as budget reduction strategy and prevents vacancy savings from being used for operational expenses. The monthly review of achieving the vacancy factor is a component of the City Manager approving hiring authorizations. The City is on track to exceed the budgeted Vacancy Factor, and additional personnel savings of over \$1 million are anticipated at year-end as illustrated in Table 8. Personnel budget savings are largest in the Fire and Police Departments due to vacancies in their sworn positions. Overtime expenses in Fire and Police are more than 50% of the respective overtime budgets due to the vacancies in each department. Actuals and forecasts for overtime in both Fire and Police are consistent with prior years and expectations with the number of vacant positions. Overtime in the Fire department is projected to stay within budget, while overtime in the Police department is projected to exceed budget by \$300,000, which is less than the \$713,000 forecasted salary savings in the Police Department. Citywide personnel savings are a primary factor supporting the forecast that General Fund expenditures will end the year below budget and is expected to offset the reduced revenue forecast, eliminating the anticipated need to use reserves.

Table 7

Expenditures	FY 2025/26 Revised Budget	FY 2025/26 Q2 Actuals	% of Budget
Personnel			
Salaries	27,918,808	12,655,461	45%
Benefits	15,284,307	10,617,373	69%
Vacancy Factor	(1,014,294)		
Personnel Total	42,188,821	23,272,834	55%
Operating			
Prof/Tech Services	12,416,690	4,340,085	35%
Other Financing Uses	3,289,195	2,828,595	86%
Other Expenses	2,713,803	1,554,801	57%
Utilities	1,852,530	1,019,496	55%
Supplies	2,092,878	825,786	39%
Cost Allocations	1,394,809	697,809	50%
Capital Outlays	401,185	101,573	25%
Operating Total	24,161,090	11,368,145	47%
Total Expenditures	66,349,911	34,640,979	52%

Operating expenditures total \$11.4 million as of Q2 in Table 7, or 47% of the operating budget, reflecting typical mid-year spending trends. A brief discussion of each operating budget category is included in this section. Starting with Professional and Technical Services, this category's expenses are trending below budget with 35% spent as of Q2 in Table 7. However, as illustrated in the forecast in Table 8, this category is anticipated to be 94% spent by year-end. The forecast is optimistic in the ability to complete all planned services and will be closely monitored for additional reporting at Q3. This category typically is underspent each year due to extending workplans and contractual agreements across fiscal years. The unspent budget for ongoing contractual obligations is addressed through the carryover budget process, to augment the budget in the subsequent fiscal year for work that is continuing and was planned to complete in the prior fiscal year. A notable change to a work plan which is projected to result in budgetary savings in the Professional and Technical services category, is the Economic Development division's deferral of the Business Loans and Grants Program. The grant program was proposed and included in the adopted budget at \$150,000; however, specific grant categories and program parameters were not established by the City Council. Additionally, due to uncertainty surrounding the Valero Benicia Refinery and the significant staff time required to coordinate related economic development activities, the program has been placed on hold. At this time, staff resources are being prioritized toward these more immediate economic development needs.

Other Financing Uses as of Q2 total approximately \$2.8 million, reflecting 86% of budget spent. This category is expected to be fully spent as it represents required debt payments and the \$250,000 remaining balance of the Operating Contingency. The Budget Development Policy included the creation of an Operating Contingency of \$500,000, intended to centralize decision making for unplanned needs and reduce contingent budgeting across all departments. Finance Director and City Manager approval is required for use of the Operating Contingency.

As for the remaining categories in Table 7, Other Expenses total approximately \$1.6 million are at 57% of budget due to the timing of annual property and liability insurance payments made at the beginning of the fiscal year. Utilities total \$1 million and are at 55% of budget. In Table 8, this category is projected to exceed appropriations due to increases in natural gas costs. Supplies total \$0.8 million, or 39% of budget, and are trending within expectations and spend rate is aligned with previous experience at the Q2 mark. Lastly, Capital Outlays total 0.1 million are at 25% of budget at the Q2 mark but are projected to exceed appropriations due to unbudgeted improvements to City meeting rooms and the purchase of ADA-compliant furniture. Staff anticipate identifying a net-zero budget adjustment to align appropriations with actual expenditures. Overall, the operating expenditure forecast is \$23.5 million, with a revised budget of \$24.2 million, which results in a variance of \$0.7 million illustrated in Table 8.

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Table 8

Expenditures	FY 2025/26 Revised Budget	FY 2025/26 Forecast	% of Budget	\$ Variance (Over)/Under
Personnel				
Salaries	27,918,808	26,543,573	95%	1,375,235
Benefits	15,284,307	14,593,134	95%	691,173
Vacancy Factor	(1,014,294)			(1,014,294)
Personnel Total	42,188,821	41,136,707	98%	1,052,114
Operating				
Prof/Tech Services	12,416,690	11,723,025	94%	693,665
Other Financing Uses	3,289,195	3,289,195	100%	0
Other Expenses	2,713,803	2,542,657	94%	171,146
Utilities	1,852,530	2,018,383	109%	(165,853)
Supplies	2,092,878	2,079,879	99%	12,999
Cost Allocations	1,394,809	1,394,809	100%	0
Capital Outlays	401,185	418,378	104%	(17,193)
Operating Total	24,161,090	23,466,326	97%	694,764
Total Expenditures	66,349,911	64,603,033	97%	1,746,878

Other Budget Amendments

Expense appropriation increases are proposed in the Gas Tax Fund (Fund 310), Wastewater Fund (Fund 710), and Water Fund (Fund 750). An increase of \$300,000 is proposed for unbudgeted utility costs in the Gas Tax Fund, and a combined increase of \$860,000 is in the Wastewater and Water Enterprise funds for unbudgeted merchant services fees. These proposed increases are to correct budgeting oversights and do not reflect new services or increases in expenses for ongoing services.

Carryover Budget Amendments

Council authorized the carryover of prior year unspent appropriations for capital projects, capital procurements, and contractual obligations where sufficient appropriations are not included in the FY 2025/26 budget with Resolution No. 25-18 (June 17, 2025). Most of the carryover budget amendments included in this report are for projects that were initially funded in FY 2024/25 and active grants that had not yet been exhausted. Carryover budget amendments are required to be reported to the City Council and are itemized in Attachment 2.

Conclusion

Despite the collective effort between city staff and the community in addressing the city's structural deficit, external factors such as the economy and the planned idling, restructuring or cease of operations of the Valero Benicia Refinery continue to put pressure on the city's General Fund resources. Although revenue forecasts have been adjusted to reflect current economic conditions, disciplined expenditure management, vacancy savings, and conservative forecasting are expected to result in expenditures

ending the year below budget. No use of reserves is anticipated at this time in the General Fund. These actions reinforce the City’s commitment to proactive, transparent, and responsible financial stewardship. The City’s reserves are meant to fund one-time needs, and should there be a one-time need to fill the gap between revenues and expenses prior to comprehensive and strategic budget reductions as part of the Resiliency Plan led by the City Manager’s Office, the limited use of reserves in those instances would be consistent with intended use of the reserves.

Additionally, the Budget Development Policy for the current biennial cycle calls for budgets which maintain services. Until service reductions are identified and vetted by stakeholders, it is premature to propose reductions which would disrupt services the community desires and expects.

NEXT STEPS:

Staff will continue to monitor budgeted revenue and expenses and, in partnership with all operating departments, develop a FY 2025/26 Q3 Budget Review report.

ALTERNATIVE ACTIONS:

Council may choose not to accept the report, and/or not approve the budget amendments included in Exhibit A of Attachment 1.

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

1. Resolution - FY 2025/26 Midyear Budget Amendments
Exhibit A - FY 2025/26 Midyear Budget Amendments
2. FY 2025/26 Carryover Budget Amendments

For more information contact: Jeff Tschudi, Finance 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
THE NECESSARY BUDGET AMENDMENTS TO THE FY 2025/26 BUDGET**

WHEREAS, staff conducted an analysis of the FY 2025/26 budget based on changes in operating plans and revenue conditions; and

WHEREAS, unbudgeted expenses require expense appropriations in the Gas Tax Fund (Fund 310) for utility expenses and Water (Fund 750) and Wastewater (Fund 710) Enterprise Funds for Professional and Technical expenses related to merchant services fees; and

WHEREAS, the budget control policy requires any change in appropriation authority that increases or decreases total appropriations to be approved by Council; and

WHEREAS, the FY 2025/26 Budget Amendments Table (Exhibit A) outlines all budget amendments recommended for approval.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Benicia does hereby approve the necessary budget amendments to the Gas Tax Fund, Water Fund, and Wastewater Fund as attached in Exhibit A and authorizes the Finance Director to make those amendments.

On motion of Council Member _____, seconded by Council Member _____, the above Resolution was adopted by the City Council of the City of Benicia at a regular meeting of said Council held on the 17th day of March 2026 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Steve Young, Mayor

Attest:

Lisa Wolfe, City Clerk

Date

Exhibit A
FY 2025/26 Midyear Budget Amendments
[see next page]

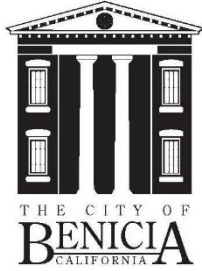
Table 1 - Budget Amendments						
Fund	Org	Object	Budget Category	Object Description	Increase	Decrease
Special Revenue Fund	3108050	7210	Utilities	Electricity	\$300,000	
Enterprise	7508020	7008	Prof/Tech Services	Contract Services	\$455,000	
Enterprise	7108030	7008	Prof/Tech Services	Contract Services	\$405,000	
Total					\$1,160,000	

FY 2025/26 Budget Carryforwards

Fund Type	ORG	OBJECT	AMOUNT	DESCRIPTION	REFERENCE	VENDOR
General	0102200	7011	6,280	Professional Services	Contract 25-121 CF	Casey Masterson
General	0102210	7011	16,912	Professional Services	Contract 25-033 CF	Economic Consultants Oregon Ltd
General	0102210	7011	18,313	Professional Services	Contract 25-044 CF	Chabin Concepts Inc
General	0103100	7011	14,290	Professional Services	Contract 4200168 CF	Cliftonlarsonallen Llp
General	0103100	7038	9,328	Software As A Service	Contract 25-067 CF	Tyler Technologies Inc
General	0104010	7008	177,922	Contract Services	Contract 24-061 Carryforward	Ubeo West, Llc
General	0107000	7420	9,785	Furnishings & Fixtures	PO 20260005 Carryforward	Onesource Distributors, Llc
General	0108070	7008	37,341	Contract Services	Contract 25-068 CF	New Image Landscape Co.
General	0108070	7011	25,171	Professional Services	Contract 23-089 CF	Julian Tree Care Inc
General	0108075	7008	4,903	Contract Services	Contract 23-054 CF	United Global Logistic Holding Corp
General fund Total			\$ 320,245			
Grant	2102900	7011	303,058	Professional Services	Contract 22-046.1 Carryforward	Woodard & Curran, Inc
Grant	2102900	7310	3,713,669	Community Grants	KHF Budget Carryforward	The Kyle Hyland Foundation For Teen Support
Grant	2102900	7505	240,323	Administration Service Charge	KHF Admin Fees Carryforward	
Grant	2208000	7011	55,625	Professional Services	Calrecycle Organics Grant	
Grant	2208000	7011	13,850	Professional Services	Contract 25-072 CF	Solano County Dept
Grant	2414010	7011	27,164	Professional Services	Contract 25-034 Carryforward	Ghd Inc.
Grant	2414010	7011	32,463	Professional Services	Contract 25-043 Carryforward	Precision Civil Engineering, Inc.
Grant	2707000	6003	11,700	Salaries-Part Time	24-G015 Catalyst Grant	
Grant	2707000	6112	200	Pars	24-G015 Catalyst Grant	
Grant	2707000	6120	200	Medicare	24-G015 Catalyst Grant	
Grant	2707000	7008	11,000	Contract Services	24-G015 Catalyst Grant	
Grant funds Total			\$ 4,409,252			
Special Revenue	3108050	7410	74,386	Capitalized Equipment	PO 20260026 Carryforward	Total Equipment & Rental Of Contra Costa County LI
Special Revenue	3258070	7008	6,589	Contract Services	Contract 25-068 CF	New Image Landscape Co.
Special Revenue	3258070	7008	225,601	Contract Services	PO 20250080 Carryforward	Landscape Structures Inc.
Special Revenue	3268070	7008	100,000	Contract Services	Contract 23-089 CF	Julian Tree Care Inc
Special Revenue	3268070	7008	2,523	Contract Services	Contract 25-068 CF	New Image Landscape Co.
Special Revenue	3278070	7008	2,600	Contract Services	Contract 23-089 CF	Julian Tree Care Inc
Special Revenue	3278070	7008	916	Contract Services	Contract 25-068 CF	New Image Landscape Co.
Special Revenue	3288070	7008	41,420	Contract Services	Contract 23-089 CF	Julian Tree Care Inc
Special Revenue	3288070	7008	1,589	Contract Services	Contract 25-068 CF	New Image Landscape Co.
Special Revenue	3298070	7008	20,063	Contract Services	Contract 23-089 CF	Julian Tree Care Inc
Special Revenue	3298070	7008	507	Contract Services	Contract 25-068 CF	New Image Landscape Co.
Special revenue funds Total			\$ 476,194			
CIP	4500000	7008	75,679	Contract Services	PO 20220081 Carryforward	Tyler Technologies Inc
CIP	4500000	7008	5,175	Contract Services	PO 20230103 Carryforward	Sdi Presence Llc
CIP	5210000	7402	4,123	Design Services	Contract 4200164 CF	BKF Engineers
CIP	5334090	7403	6,058	Construction Services	Contract 25-051 CF	Construction West Services Inc.
CIP	5348090	7402	30,887	Design Services	Contract 23-054T1 CF	Dccm, Llc
CIP	5348090	7403	1,698,577	Construction Services	Fund 534 CF	
CIP	5348090	7404	152,290	Construction Management	Contract 23-050T1 CF	Conсор North America, Inc.
CIP Fund Total			\$ 1,972,789			
ISF	6208040	7008	1,749	Contract Services	Contract 23-054 CF	United Global Logistic Holding Corp
ISF	6305000	7430	137,685	Vehicles	PO 20250051 Carryforward	Winner Chevrolet, Inc
ISF	6306000	7430	357,860	Vehicles	PO 20250055 Carryforward	Mtech Inc.

FY 2025/26 Budget Carryforwards

Fund Type	ORG	OBJECT	AMOUNT	DESCRIPTION	REFERENCE	VENDOR
ISF	6452900	7011	32,810	Professional Services	Cleanleaf	Cleanleaf Energy Holdings, Inc.
ISF	6452900	7011	8,390	Professional Services	Contract 26-050 CF	Opterra Energy Services
ISF	6452900	7011	2,000	Professional Services	Us Bank 2016 Ener Conservation	U S Bank
ISF Total			\$ 540,494			
Enterprise	7108030	7008	1,408	Contract Services	Contract 23-054 CF	United Global Logistic Holding Corp
Enterprise	7108030	7083	33,886	Commercial Lab Testing	Contract 22-050 CF	Mccampbell Analytical Inc
Enterprise	7108031	7008	1,749	Contract Services	Contract 23-054 CF	United Global Logistic Holding Corp
Enterprise	7108031	7088	7,068	Sewer Line Repairs	Contract 22-003T6	Dccm, Llc
Enterprise	7108031	7088	8,754	Sewer Line Repairs	Contract 22-003T7	Coastland Civil Engineering Inc
Enterprise	7108031	7088	66,714	Sewer Line Repairs	Contract 22-003T8	Coastland Civil Engineering Inc
Enterprise	7108031	7088	17,690	Sewer Line Repairs	Contract 23-040T5	Terracon
Enterprise	7108031	7088	378,506	Sewer Line Repairs	Contract 25-133	A3 Pipeline
Enterprise	7108031	7088	75,702	Sewer Line Repairs	Contract 4200232	4 Leaf Inc
Enterprise	7208031	7435	65,599	Infrastructure	Contract 22-003T4 CF	Coastland Civil Engineering Inc
Enterprise	7208031	7435	30,937	Infrastructure	Contract 22-005T8A CF	Stantec Consulting Services
Enterprise	7508020	7008	698	Contract Services	Contract 23-054 CF	United Global Logistic Holding Corp
Enterprise	7508020	7008	7,875	Contract Services	Contract 4200151 CF	Coastland Civil Engineering Inc
Enterprise	7508021	7008	1,749	Contract Services	Contract 23-054 CF	United Global Logistic Holding Corp
Enterprise	7608021	7435	63,064	Infrastructure	Contract 22-003T9 Carryforward	Coastland Civil Engineering Inc
Enterprise	7608021	7435	222,164	Infrastructure	Contract 22-005T13 CF	Stantec Consulting Services
Enterprise	7608021	7435	26,940	Infrastructure	Contract 22-005T9 Carryforward	Stantec Consulting Services
Enterprise	7608021	7435	15,547	Infrastructure	Contract 25-057	Engeo Incorporated
Enterprise	7608021	7435	993,668	Infrastructure	Contract 25-104 Carryforward	Corcus Construction, Inc.
Enterprise	7608021	7435	60,821	Infrastructure	Contract 4200034 Carryforward	Stantec Consulting Services
Enterprise	7608021	7435	26,973	Infrastructure	Contract 4200084 Carryforward	Coastland Civil Engineering Inc
Enterprise funds Total			\$ 2,107,512			
Custodial	8308000	7008	24,000	Contract Services	Admin Fees Carryforward	Willdan Financial Services
Custodial funds Total			\$ 24,000			
Non-General Fund Total			\$ 9,530,241			
All Funds Total Budget Amendments			\$ 9,850,486			



AGENDA ITEM
CITY COUNCIL MEETING DATE – FEBRUARY 17, 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

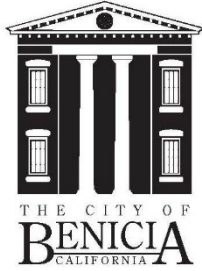
This Task Force:

- 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 – FEBRUARY 17, 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/>